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### DOCUMENT SUMMARY LIST FOR THE

#### JLENS RISK REDUCTION PROGRAM

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

DO	CUMENT NUMBER	TITLE DATE/CA	TEGORY
1.	DI-FNCL-81116 (DI# A001)	Manhour Estimate, Technical Cost Proposal	19 Dec 90 Cat. 1
2.	DI-FNCL-80912 (DI # A002)	Performance and Cost Report (Monthly Cost Reports)	6 Oct 89 Cat. 1
3.	DI-ADMN-81505 (DI # A003)	Records of Meeting/Minutes Report	20 Nov 95 Cat. 1
4.	DI-MGMT-81334D (DI # A004)	Contractor Work Breakdown Structure (CWBS)	18 May 11 Cat. 1
5.	DI-MISC-80508B (DI # A005)	Technical Report-Study/Services (CWBS Change Justifications)	14 Nov 06 Cat. 1
6.	DI-MGMT-81468 (DI # A006)	Contract Funds Status Report	19 Oct 95 Cat. 1
7.	DI-MGMT-81453A (DI # A007)	Data Accession List (DAL)	27 Sep 07 Cat. 1
8.	DI-MGMT-81808 (DI # A008)	Contractor's Risk Management Plan	21 Apr 10 Cat. 1
9.	DI- MGMT-81737 (DI # A009)	Implementation Plan	15 Feb 07 Cat. 1
10.	DI-MISC-80508B (DI # A010)	Technical Report-Study/Services (Affordability Improvement Study)	14 Nov 06 Cat. 1
11.	DI-MISC-80508B (DI#A011)	Technical Report-Study/Services (Obsolescence Management Study)	14 Nov 06 Cat. 1
12.	DI-ILSS-80868 (DI#A012)	Special Equipment Tools and Test Equipment List (ST/STE List)	29 Jun 89 Cat. 1
13.	DI-MISC-80048 (DI # A013)	Scientific and Technical Reports Summary Change Notices (& Unincorporated Changes)	11 Sep 85 List Cat. 1

14.	DI-MISC-80508B (DI # A014)	Technical Report-Study/Services (Environmental Control Unit Improvement Study)	14 Nov 06 Cat. 1
15.	DI-MISC-80508B	Technical Report-Study/Services	14 Nov 06
	(DI # A015)	(System Acceptance Study)	Cat. 1
16.	DI-MISC-80508B	Technical Report-Study/Services	14 Nov 06
	(DI # A016)	(System Level SIL Study)	Cat. 1
17.	DI-MISC-80508B	Technical Report-Study/Services	14 Nov 06
	(DI # A017)	(Documentation Reproduction)	Cat. 1
18.	DI-ADMN-81373 (DI # A018)	Presentation Material	1 Oct 93 Cat. 1

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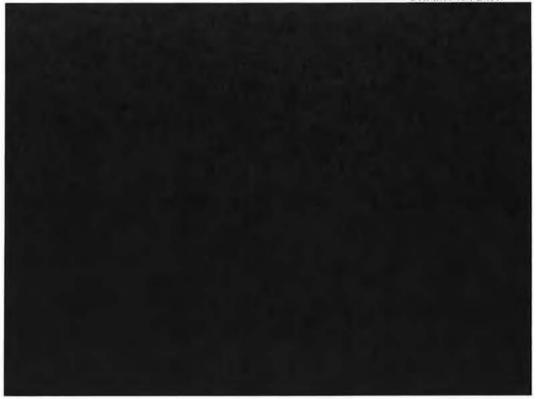




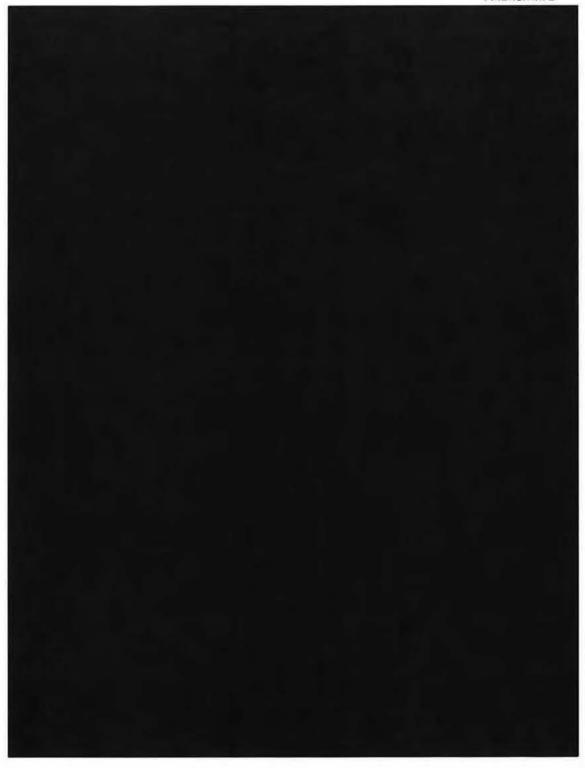
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#### Contract # W9113M-12-C-0005 DD254

Continuation Sheet



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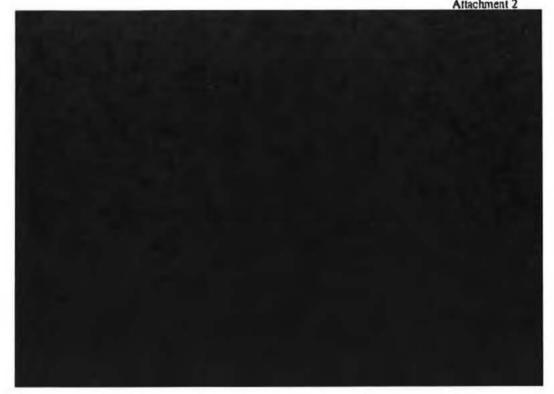
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Contract # DASG60-98-C-0001 DD Form 254 Attachment 2

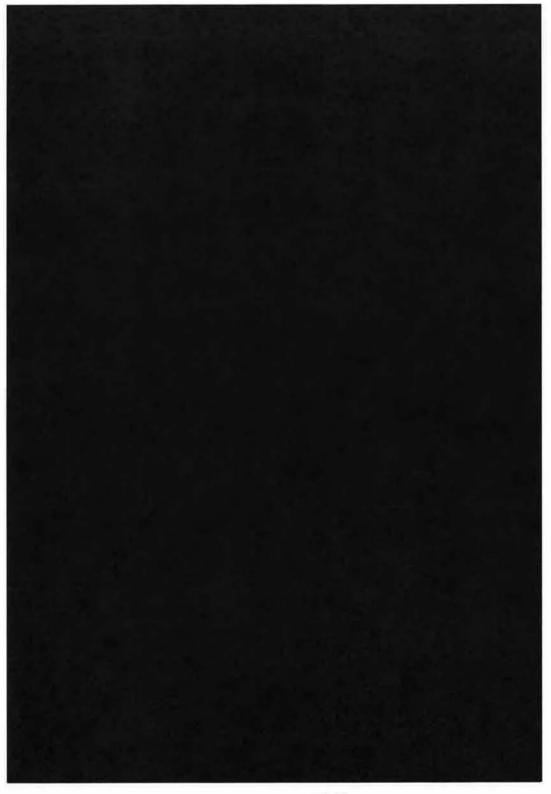


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(6)(6)

TLENS Program Security Manager Cruise Missile Defense System Project Office



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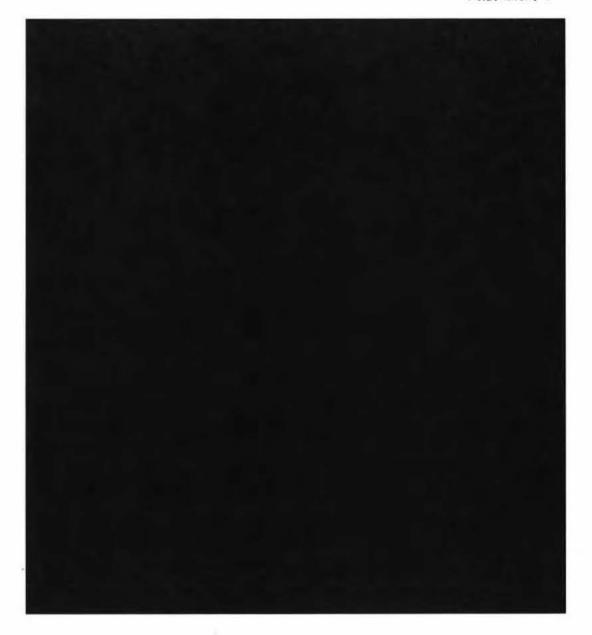
DD Form 254 Attachment 3

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#### CONTRACTING OFFICER STATEMENT OF RESPONSIBILITY (COSR)

CONTRACTING OFFICER'S NAME:	(b) (6)
CONTRACTING OFFICER'S OFFICE SYMBOL: SMDC-RDC-BB CONTRACTING OFFICER'S TELEPHONE NUMBER:	(b) (6)
PROGRAM NAME: Joint Land Attack Cruise Missile Defense Elevated Netted Sensor	
Systems (JLENS) Risk Reduction Program (RRP) Study Phase	(b) (6)
PROGRAM OFFICE POINT OF CONTACT:  PROGRAM OFFICE POC TELEPHONE NUMBER;	(b) (6)
CONTRACT NUMBER: W9113M-12-C-0005	(0) (0)
The above named contracting officer acknowledges that subject program is a Secure Environment Contract (SEC) requirement being performed outside the AMCOM Acquisition Center's SEC Cell. If at any time the contracting officer is unable to obtain full and complete information from the program office necessary to perform the contractual action, be/she will contact Chief of the SEC Cell (CCAM-OS-S),	(b) (6)
Contracting Officer for above named program, have read the Statement of Work (SOW), the DD Form 254, and the corresponding Exception Memorandum (Attachment 5) in support of said program. Based on my review of this documentation, I berby determine that I can perform my duties as a contracting officer (to include pre-solicitation, solicitation, negotiation, contract award, and contact administration) without the need for access to classified information that may be provided to the contactor or otherwise utilized during contract performance as described in the DD Form 254.	(b) (6)
I agree that the resulting contractual activity associated with this program will be under the cognizance of the Chief, SEC Cell, as a result of the approval of the enclosed Exception Memorandum. Upon request, I will provide the contract file to the Chief, SEC Cell, for a compliance review.	
Upon contract award, I will provide a completed copy of the DD Form 254 to Army Contracting Command-RSA, ATTN: Chief, SEC Cell, CCAM-OS-S, Bldg. 7109, Redstone Arsenal, AL 35898-5000, telephone assume that a copy of the DD Form 254 is mailed to Technology Management Office, ATTN: DACS-DMP, Contracts Officer, 200 Army Pentagon, Room 1D711, Washington, DC 20310-0200, as required by AR 715-30 (U), Secure Environment Contracting.	(b) (6)
If I am reassigned, promoted, retire, or otherwise leave above stated program/contract for any reason, it is my responsibility to immediately notify Chief, SEC Cell, and provide contact information for newly assigned contracting personnel.	
TYPED/PRINTED NAME	(b)(6)
BIGNATURE DATE 11/7/11	( 0) (6)
Contracting Officer DATE	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	).	-	5. PROJECT	NO.(Ifapplicable)	
PZOOOL	28 SED 13	S-NAME OF CASE					
S. ISSUED BY CODE  USASMDC/ARSTRAT SMDC-ROC PO BOX 1500 HUNTSVILLE AL 35807-3801	7. ADMINISTERED BY (Ifother than item 6)  OGMA HAYTHEON SO APPLE HILL DRIVE MS T8FR2 TEW/GSBURY MA 01878			CODE S2205A			
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	T	9A. AMENDM	ENT OF SO	LICITATION NO.	
360 LOWELL ST ANDOVER MA 01810-4400				9B. DATED (S	EE ITEM I	)	
			×	10A. MOD. OF W9113M-12-C	CONTRAC -0005	T/ORDER NO.	
CODE 05716	FACILITY COI	DE	×	10B. DATED 09-Nov-2011	(SEE ITEM	13)	
a	. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF S	OLICIT	ATIONS			
RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUROFFER. If by virtue of this is provided each selegramer letter makes reference to the 2. ACCOUNT ING AND APPROPRIATION D	amendment you desire to cha e solicitation and this amend	ange an offer already submitted, such change	may be n	ade by telegramor le	tier,		
See Schedule	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRA	CTSO	RDERS.	-	_	
IT MOE	IFIES THE CONTRA	CT/ORDER NO. AS DESCRIBED IN	ITEM	14.			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.		uthority) THE CHANGES SET FOR	TH IN	ITEM 14 ARE N	MADE IN T	HE	
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	ORDER IS MODIFIED THIN ITEM 14, PUR	TO REFLECT THE ADMINISTRA	TIVE	CHANGES (such 3.103(B).	as changes in	paying	
C. THIS SUPPLEMENTAL ACREEMENT I 10 U.S.C. 2304(c)(1) and FAR 6.302-1							
D. OTHER (Specify type of modification and	authority)						
IMPORTANT: Contractor Is not.	X is required to sig	m this document and return 1	co	pies to the issuin	g office.		
DESCRIPTION OF AMENDMENT/MODIF where feasible.)     Modification Control Number:     See Continuation Page.	FICATION (Organized	by UCF section headings, including	solicitat	ion/contract subj	oct matter		
	3						
scept as provided herein, all terms and conditions of the c		9A or IOA, as hereto bre changed, remains us					
SA ALLEMAN THE CONTRACTOR OF STATE OF S	r orint)	16A. NA	ONT	RACTING OFFIC	CER (Type o	r print)	
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XCEPTION TO SE 30	1	10.105.04			NDARD FO	PM 30 (Rev. 10.83	

APPROVED BY OIRM 11-84

Prescribed by GSA FAR (48 CFR) 53.243

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### PURPOSE

 The purpose of this modification is to definitize Letter Contract W9113M-12-C-0005 and provide additional incremental funding for FY12 in the amount of \$1,570,930 to fully fund the contract.

SubCLIN 000106 is hereby added to provide incremental funding in the amount of \$1,570,930.

3. All other terms and conditions remain unchanged.

4. The POC for this action is

(b)(h)

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$1,016,094.00 from \$9,495,200.00 to \$8,479,106.00.

The following have been deleted:

A01

LETTER CONTRACT

OCT 2001

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by
The pricing detail quantity 00 has been added.

The fixed fee has increased by

The cost constraint NTE has been deleted.

The total cost of this line item has decreased by \$1,016,094.00 from \$9,495,200.00 to \$8,479,106.00.

SUBCLIN 000105

The CLIN description Funding for CLIN 0001 has been added.

SUBCLIN 000106 is added as follows:

ITEM NO 000106 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

\$0.00

(6)(4)

(b)(4)

Funding for CLIN 0001

**CPFF** 

FOB: Destination

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AB

CIN: GFEBS001017819300004

\$1,570,930.00

The following have been modified:

#### 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:

DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

#### LABOR CATEGORY

Engineering and Support, CLINs 0001/0002



(b)(4)

- 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.

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000106:

N/A

INSPECT AT

N/A

INSPECT BY

ACCEPT AT N/A ACCEPT BY Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,570,930.00 from \$6,908,176.00 to \$8,479,106.00.

SUBCLIN 000106:

Funding on SUBCLIN 000106 is initiated as follows:

ACRN: AB

CIN: GFEBS001017819300004

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,570,930.00

Total: \$1,570,930.00

Cost Code: A5XFJ

The following have been added by reference:

52.215-16

Facilities Capital Cost of Money

JUN 2003

252.204-7006

Billing Instructions

OCT 2005

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 0001/0002:

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

\$8,479,106

- (2) Amount Allotted Under the LOF Clause for Payment of Costs;
- (3) Amount Separately Obligated for Payment of Fee:
- (4) Total Amount Allotted and Obligated:
- (5) Net Amount Required for Full Funding:

\$8,479,106

\$ 0

The following have been deleted:

G01A

Invoicing Instructions

JAN 2010

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

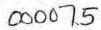
#### DATA SHARING

The JLENS Product Office (JPO) provides approval authorization to allow Raytheon Integrated Defense Systems (IDS) to transfer data to include technical data and software between Contracts DASG60-98-C-0001, W31P4Q-10-C-0003, and W9113M-12-C-0005, as required to support the JLENS program, on a rent-free, non-interference basis.

#### SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-99 (Dev)	System for Award Management Registration (Deviation)	AUG 2012
52,215-11	Price Reduction for Defective Certified Cost or Pricing Data-	-AUG 2011
	Modifications	
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52,215-21	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	



	Modifications	
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-99 (Dev)	Providing Accelerated Payment to Small Business Subcontractors (Deviation)	AUG 2012
52.233-2	Service Of Protest	SEP 2006
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-25	Limitation Of Liability-Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
252.209-7998 (Dev)	Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law	MAR 2012

#### The following have been deleted:

52.204-7	Central Contractor Registration	APR 2008
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52,215-21	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
	Modifications	
52.216-23	Execution And Commencement Of Work	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	<b>DEC 2002</b>
252,204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled I	By DEC 2006
	The Government of a Terrorist Country	
252.217-7027	Contract Definitization	OCT 1998
252.235-7011	Final Scientific or Technical Report	NOV 2004

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

The following have been modified:

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

#### SECTION J - LIST OF ATTACHMENTS

TITLE		DATE	# OF PAGES
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
Scope of Work, Revision 01, entitled "Joint Land Cruise Missile Defense Elevated Netted Sensor (JELSN) Risk Reduction Program (RRP) Study Phase" (Added per Modification PZ0001)		05 Sep 12	8 Attack
Contract Data Requirements List (DD Form 1423) . Exhibit A, A001 – A018, with Document Summary List	-	20 Jul 1 t	20
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 – A018 (less A008), with		12 Sep 12	16

#### Document Summary List (Added per Modificatoin PZ0001)

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 Restrictions on the Government's Use, Release, or Disclosure of Noncommercial Technical Data and Noncommercial Computer Software and Noncommercial Computer Software Documentation	27 Sep 12	2
Technical Data or Computer Software Previously Delivered to the Government (DFARS 252-227-7028)	RESERVED	
Raytheon Comprehensive Small Business Subcontracing Plan, hereby incorporated by reference	29 Sep 11	24

Contractor's Representations and Certifications, hereby incorporated by reference

(End of Summary of Changes)

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



# JLENS Risk Reduction Program Study Phase Statement Of Work

#### 5 September 2012 Revision 01

DISTRIBUTION STATEMENT F – Further dissemination only as directed by the Cruise Missile Defense Office (CMDS) Project Office, JLENS Product Office, ATTN: SFAE-CMDS-JLN, Bldg 5308, 2<sup>nd</sup> Floor, Redstone Arsenal, AL 35898.

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

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

#### 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.

Subcontractors and suppliers will also be
qualified by the contractor to minimize risks and improve product affordability for LRIP.

(b)(3)

(b)(3)

(b)(3)

(b)(3)

#### 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:

- · Affordability Improvement Study
- .
  - (b)(3)
- Obsolescence Management Studies
- ST/STE Study
- CN Incorporation Study
- · Environmental Improvements Study
- System Acceptance Study
- System-Level SIL Study

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 performance and cost report in accordance with (IAW) DI-FNCL-80912 (CDRL A002).

#### 4.1.1 Program 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. The contractor shall relate technical accomplishment to cost and schedule using internal earned value and the Integrated Master Schedule during program reviews. Two program reviews shall take place, one at the mid-point of the period

of performance (POP) of this contract or as otherwise agreed upon between the Government and Raytheon and one prior to contract completion. These meetings shall last one day and be held at the contractor's facility. The contractor shall prepare and deliver minutes, attendees and action items IAW DI-ADMN-81505 (CDRL A003). The contractor shall prepare and deliver program review 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).

The contractor shall implement the data management process from the JLENS SDD Contract DASG60-98-

#### 4.4 Data Management

C-0001 that shall reproduce, catalog, store, and deliver data items. The contractor shall make available technical and programmatic data as requested by the Government. (b)(3)The contractor shall use the Government unclassified (b)(3)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 The contractor shall include the filename and path to the posted data in the email. (b)(3)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 electronic deliveries are free from viruses. The contractor shall provide a Data Accession List IAW DI-MGMT-81453 (CDRL A007) to the Government. The contractor shall provide a copy of data generated under this contract IAW DI-MISC-80508 (CDRL A017) at the cost of reproduction only.

#### 4.5 Risk Management

The Contractor shall utilize the current JLENS SDD Contract DASG60-98-C-0001 Risk Management Plan, 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 this contract 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 this contract; the tables in the JLENS SDD Contract DASG60-98-C-0001 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); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) 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); (10) 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 or 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 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 RRP Study Phase shall conclude with a single integrated Implementation Plan IAW DI-MGMT-81737 (CDRL A009) which coordinates and aligns the implementation of each of the various studies.

The contractor shall develop an Implementation Plan that shall be prepared for each of the bullets in Section 3.1 of this SOW IAW 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 existing SDD

parts, materials, and process control plan shall be used as a guide in developing the RRP Implementation 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. 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 study shall contain a list of affordability improvement candidates and recommend approaches for achieving the affordability improvements and shall contain a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone events for transition to LRIP non-recurring effort. The plan shall also determine the projected cost reduction of the affordability improvements or process changes to be implemented for the modified MEIs IAW DI-MISC-80508 (CDRL A010).

5.1.2 Future JLENS	Obsolescence	(b)(3)
The contractor shall prepare	an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address	(0)(3)
areas affecting the	Obsolete components and other supply items shall be	(b)(3)
evaluated to determine impact	ct on the SDD TDP and MDP in terms of design modification complexity of the	(1.) (0.)
spare to be provided for	Designs can be revised in one of the following	(b)(3)
categories for obsolete comp	onents 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.

The study shall contain a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone event for transition to LRIP non-recurring effort.

#### 5.1.3 Obsolescence Management Studies

The contractor shall prepare an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address areas affecting the LRIP program, including replacements for

The opportunity to eliminate either the Surveillance Radar System (SuS) Digital

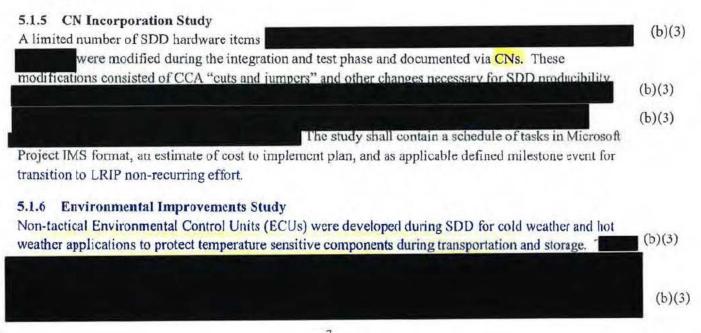
Processing Station Shelter or the SuS Signal Processing Station Shelter shall be considered. Obsolete components and other supply items for the FCR, SuR, CPG, and Platform and Power System MEIs shall be evaluated to determine the impact on the SDD TDP and MDP in terms of design modification complexity of the component being replaced. Designs can be revised in one of the following categories for obsolete components in CCAs:

- 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.
- CCA redesign requiring new PWB artwork due to the elimination of the obsolete part by designing it out.

The study shall contain a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone event for transition to LRIP non-recurring effort.

#### 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. The study shall contain a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone event for transition to LRIP non-recurring effort.

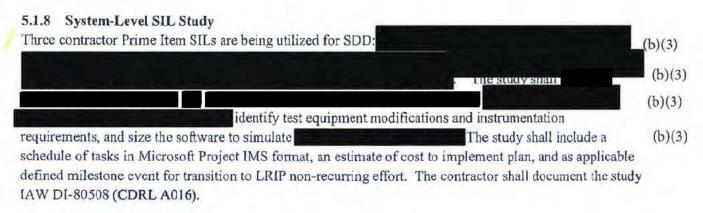


The contractor shall evaluate the possibility of eliminating the need for tactical ECUs by determining if the temperature sensitive components can actually withstand the transportation and storage environments. The contractor shall determine the possibility of minimizing the application of ECUs. If the 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

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). This study shall include a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone event for transition to LRIP.

#### 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 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 (TRSs) 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).



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A CONTRACT LIN		B EXI		C CATEGORY	THER X					
D SYSTEM/ITEM		14	E CON	TRACT/PR NO.	F. CONTRA	ACTOR	_	_	-	
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A018	Presentatio		rial		a subtifice					17 PRICE GROUP
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B. APP CODE	17	III AS O	CK 16	13 DATE OF SUBSEQUENT	a ADDRESS	see		Fi	nal	_
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16. REMARKS:		1 - 1	1/4	J SSE BESCHITT	SFAEMISLS	CMDS-PE-CM	0	1	0	
WARNING - This Arms Export Centr Administration Act of these export law accordance with pr Bik 8,10,12&13 T meeting completion unclassified materi receipt. The contre Government comm Contractor format Block 14 Electroni ILENS Product Of be signed electroni The data item shall	Block 9: Distribution F, Further disacmination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM. Redstone Assenti, AL 15898-5000, 24 March 2000  WARNING: This document contains critical data whose export is restricted by the Arma Export Centrol 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.  Bit 8,10,12&13: The contractor shall submit presented material within 7 days after meeting completion. The classified material shall be submitted separately from the inclassified material. The Government will provide approval/disapproval 5 days after eccipt. The contractor shall resubmit corrected version 5 days after receipt of fovornment comments.  Contractor format is acceptable.  Block 14 Electronic delivery of this data item 1AW the SOW paragraph 4.4. Notify LENS Product Office Data Management OPR at Michael deliverable 15 Sect. Letter of transmittal must be signed electronically.							(b)(b)		
Contractor format	is neceptable.				15. TOTAL	->	0	1	0	
9 PREPARED BY			A DATE	Sep 12	Y .		J DA	30	12	(P)(P)

AMENDMENT OF SOLICIT	TATION/MODE	FICATION OF CONTRACT	4 195	CTID CODE	PAGE OF PAGES
AMENDMENTMODIFICATION NO.	Is effective DATE	LA DECULIERMANIMIEMONASE REA NA		U La recomo	1 3
P00001	19-Apr-2012	4. REQUISITION/PURCHASE REQ. NO.		J.PROBEC	TNO.((Depplicable)
SQUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother then item 6)		CODE   822	25A
UBARM DOMESTRAT ACC-RIA, BADC-CANGO CORAN-CAN-B PO BOX 1500 KUNTENELE AL REET-REDI	1000	DOMARAYTHMON SO APPLE MILL DRIVE MIN TOTAL TEMMENT UNIT MACHETE			
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	9A. AMENI	DMENT OF SC	DLICITATION NO.
SEO FOWERT &L.			98. DATED	(SEE ITEM	11)
			× WA MOD	OF CONTRA	CT/ORDER NO.
			The second secon	D (SEE ITEM	(13)
DE 05716	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLIC	X 09-Nov-201	1	
The above membered policitation is summed as an in- Other must address budge results of this same descript (a) By completing items 8 and 15, and reterming or (o) By supersite interest telegram which includes a RECRIVED AT THE PLACE DESIGNATED FOR TREFECTION OF YOUR OFFER. If by virtue of this	sopies of the measurement of the special of the measurement of the special of the	nifed in the solieitation or as ammeled by one offi mi; (b) By asknowledging societ officia amendam and ammedatent numbers, FALLURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECTREES tage an offic already automitted, such change may be	HOE MICH COPY OF A CICHOWLEDGATE MAY RESULT IN COMMON TO THE COMMON TO THE COMMON TO THE COMMON TO THE COMMON TO THE COPY OF T	e offic submitted, INT TO SE	
provided each telegramor letter rather orderents to the ACCOUNTING AND APPROPRIATION I		disset, and is reserved prior to the opening linear s	ad dess spential.		
		TO MODIFICATIONS OF CONTRACTS			
		CT/ORDER NO. AS DESCRIBED IN ITE		C 144 DE IN T	num.
A. THIS CHANGE ORDER IS ISSUED PURE CONTRACT ORDER NO. IN ITEM 10A		minority) THE CHANGES SET FORTH	IN II EM 14 AR	E MADE IN I	HE
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation (see, etc.) SET POR	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FAI		ch as dranges	in paying
C. THIS SUPPLEMENTAL AGREEMENT I		JRSUANT TO AUTHORITY OF:			
O. OTHER (Specify type of modification and Mutual Agreement; FAR 43.103(a) and FAF	t suthority) 152.232-22 (Limitation	of Funds)			
MPORTANT: Contractor   is not,	X is required to sig	s this document and return 1	copies to the im	ning office.	
ept as provided hards, all term and conditions of the d	de additional increments, 6,606, 176. emeritally funded in the ve clause to additional column titles for Old describe reached via decument referenced in Item 5 (print)	olal funding for FY12 in the amount of \$1,964,776.00.  Arra", "New Arra" and "Totals"  PA or 10A, as berefolire changed, remains unchanged.  16A. NAME AND TITLE OF COM-	,984,776.00 w t	and effect.	
	ISC. DATE SIGNED	IGN TRITTETT		16	C. DATE SIGNED
	4 24/1	(Signature of Contracting Offi	ocr)	/	1/04/12
CEPTION TO ST 30 PROVED BY OIRM 11-84	3	0-105-04	S	TANDARD FO	

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

### SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0003** 

The WSC Equipment code 000 has been added.

SUBCLIN 000102 is added as follows:

ITEM NO 000102

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

\$0.00

Funding for CLIN 0001

CPFF

FOB: Destination

**ESTIMATED COST** 

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

\$1,964,776.00

CIN: GFEBS001015918700001

# SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT Destination

ACRN AB

INSPECT BY Government

ACCEPT AT Destination

ACCEPT BY

Government

# SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,964,776.00 from \$1,643,400.00 to \$3,608,176.00.

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: GFEBS001015918700001

Acetng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,964,776.00

Total: \$1,964,776.00

Cost Code: A5XFJ

The following have been modified:

# CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	
NAME:		THE EAST OF	4
ORGANIZATION CODE:	CCAM-CAB-B	SFAE-MSLS-CMDS-JLN	
TELEPHONE NUMBERS: COMMERCIAL:			] (b
DEFENSE SWITCHED NETWORK (DSN):			
EMAIL:			

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.

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(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
(5)	Net Amount Required for Full Funding:	\$1,643,400	\$1,964,776	\$3,608,176_

(End of Summary of Changes)

AMENDMENT OF SOLIC	AL ME LOTTING OFF	CATION OF CONTRACT		U		1 3	
PO0002	S. EPPECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5.PROJEC	TNO.(Implicatio)	
LIBRATION BY CODE  UNMARKOCAMASTRAT  UNMARKOCAMASTRAT  UNMARKOCAMASTRAT  PO BOX SECO  PO BOX SECO  PO BOX SECO	We113M	7. ADMINISTERED BY (Kother then idem 6) DOMA RAYTHEON ED AFFLENILL DIBME BUTTEREZ TERRASEBURY MA DEUTS		cc	DE S22	06A	
NAME AND ADDRESS OF CONTRACT	OR (No., Street, County, S	tate and Záp Code)		9A. AMENDA	CENT OF S	DLICITATION NO.	1
SED LONGEL OT MICHOLAND MA CHRISCHED				9B. DATED (	METI SE	1)	1
			×	10A MOD 0 WE11SM 12-0		CT/ORDER NO.	1
ODE 05716	FACILITY COD	0	×	I TO SECURE OF STREET PROPERTY OF STREET	(SEE II EM	(13)	1
DE SOLIO		PLIES TO AMENDMENTS OF SOLI	at				1
RESECTION OF YOUR OFFER, Noy visuo of the provided each wingsom or letter union reference to ACCOUNTING AND APPROPRIATION	the collection and this assessed				stier,		-
See Schedule 13. THIS	TTEM APPLIES ONLY TO	MODIFICATIONS OF CONTRACT	SO	RDERS.			+
		PARDER NO. AS DESCRISSED IN IT					1
A. THIS CHANCE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10		thorty) THE CHANGES SET PORTH	IN	ITEM 14 ARE	MADE INT	HE	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET PI C. THIS SUPPLEMENTAL ACREEMEN	ORTH IN ITEM 14, PURE	JANT TO THE AUTHORITY OF FA			at changes	in paying	1
D. OTHER (Specify type of modification Mutual Agreement: FAR 43.103(s) and it		of Funds)	Ī				1
IMPORTANT: Contractor is not,	X is required to sign	this document and return 1	90	ples to the issuio	g office.		1
DESCRIPTION OF AMENDMENT/MON where therities.) Modification Control Number: The purpose of this modification is to pro- the funds obligated to \$4,806,176. SubCLIN 000103 to hearthy added and in The POC for this action is	vide additional incremental	funding for FY 12 in the emount \$1,00 ount-of \$1,000,000.				•	(4
Ept es provided berein, sit term und conditions of MAME AND TITLE OF SIGNER (Type		16A. NAME AND TITLE OF COR	NTE	RACTING OFFI	CER (Type	C. DATE SIGNED	le
PROVED BY OIRM 11-84	30-	-105-04	-	STA Pros	NDARD PO		

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

# SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

ITEM NO 000103 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

\$0.00

Funding for CLIN 0001

**CPFF** 

FOB: Destination

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AB

CIN: GFEBS001017819300001

\$1,000,000.00

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000103:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

# SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from \$3,608,176.00 to \$4,608,176.00.

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AB

. . . . . . . . . .

CIN: GFEBS001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,000,000.00

Total: \$1,000,000.00

Cost Code: A5XFJ

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.

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(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:			\$3,608,176
(5)	Net Amount Required for Full Funding:	\$3,608,176_	\$1,000,000	\$4,608,176_

(End of Summary of Changes)

AMENDMENT OF SOLI	CITATION/MODII	FICATION OF CONTRACT	. 10	CONTRACTID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO.	1 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		70	TNO.(Ifapplicable)
P00003	03-Aug-2012				
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSMILE AL 35807-3801	DE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON SO APPLE HILL DRIVE MIST2FR2 TEVMSBURYMA 01875		CODE S22	05A
NAME AND ADDRESS OF CONTRAC	TOR (No., Street, County,	State and Zip Code)	9A. /	AMENDMENT OF SC	DLICITATION NO
RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9B. I	DATED (SEE ITEM )	1)
			x 10A W91	MOD. OF CONTRAC 13M-12-C-0005	CT/ORDER NO.
CODE 05716	FACILITY CO	DE	No. 1	DATED (SEE ITEM by-2011	(13)
		APPLIES TO AMENDMENTS OF SOLI	CITATIO	NS	
ACCOUNTING AND APPROPRIATION See Schedule	ON DATA (If required)	dment, and is received prior to the opening hour			
	2014-0-12 (Table 1974)   Table 1975   Table 1976   Table 1976   Table 1976   Table 1976   Table 1976   Table 1	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT	Day of the second	Š.	
A. THIS CHANCE ORDER IS ISSUED F CONTRACT ORDER NO. IN ITEM B. THE ABOVE NUMBERED CONTRA	IOA.  ACT/ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATI	VE CHAN	GES (such as changes	
C. THIS SUPPLEMENTAL AGREEME		SUANT TO THE AUTHORITY OF FA URSUANT TO AUTHORITY OF:	103	ь).	
D. OTHER (Specify type of modification UNLATERAL: FAR 52.232-22, "Limitat					
IMPORTANT: Contractor X is no	ot, is required to sig	yn this document and return	copies to	the issuing office.	
4. DESCRIPTION OF AMENDMENT/Me where feasible.) Modification Control Number:  1. The purpose of this modification is to the funds obligated to \$5,408,176.  2. SubCLIN 000104 is hereby added and 3. Section G, Contracting Activity Repres 3. The POC for this action is	provide additional increme	intal funding for FY12 in the amount of the amount of \$800,000.	\$800,000,		ases
xcept as provided herein, all terms and conditions of SA. NAME AND TITLE OF SIGNER (Ty 5B, CONTRACTOR/OFFEROR.		TEL  D 16B, UNITED STATES OF AME	NTRACT	ING OFFICER (Type	C. DATE SIGNED
(Signature of person authorized to sign		(Signature of Contracting Of	ficer)		3-Aug-2012
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FO Prescribed by G	ORM 30 (Rev. 10-8 SA

000108

Prescribed by GSA FAR (48 CFR) 53.243

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

## SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000104 is added as follows:

1TEM NO 000104 SUPPLIES/SERVICES

QUANTITY

UNIT UNIT PRICE

AMOUNT

\$0.00

Funding for CLIN 0001

CPFF

FOB: Destination

**ESTIMATED COST** 

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AB

CIN: GFEBS001017819300001

\$800,000.00

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000104:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

# 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 \$800,000.00 from \$4,608,176.00 to \$5,408,176.00.

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AB

CIN: GFEBS001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$800,000.00

Total: \$800,000.00

Cost Code: A5XFJ

The following have been modified:

# CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	
NAME:	AMOUNT THE SE		
ORGANIZATION CODE:	CCAM-CAB-B	SFAE-MSLS-CMDS-JLN	
TELEPHONE NUMBERS: COMMERCIAL:			1
DEFENSE SWITCHED NETWORK (DSN):			
EMAIL:			

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.

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(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:	\$4,608,176_	\$800,000	\$5,408,176
(5)	Net Amount Required for Full Funding			TBD

SECTION I - CONTRACT CLAUSES

The following have been modified:

# 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 \$5,408,176 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$5,408,176 dollars.

(End of clause)

(End of Summary of Changes)

P00004 20-Aug-2012	PURCHASE REQ. NO.  S PROJECT NO. (Ifapplicable)  S PROJECT NO. (If
PO0004  20-Aug-2012  7 ADMINISTER COME W9113M  USASMOC/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801  8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Corrections Company 350 LOWELL ST ANDOVER MA01810-4400  CODE 05716  FACILITY CODE	DBY (Ifother than item6) ON PRIVE  A 01876  DB. DATED (SEE ITEM II)  X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  I 0B. DATED (SEE ITEM I3)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS eight of Offer is extended, is not extended. On or as arrended by one of the following trethods:
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801  NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Corrections of Company 350 Lowell ST ANDOVER MA01810-4400  CODE 05716  FACILITY CODE	ON PRIVE  A 01876  de)  9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM II)  X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM I3)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  sipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801  S. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Correction of Company 350 LOWELL ST ANDOVER MA01810-4400  CODE 05716  FACILITY CODE	ON PRIVE  A 01876  de)  9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM II)  X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM I3)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  sipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
DAPPLE HILL MIS TZFR2 PO BOX 1500 HUNTSVILLE AL 35807-3801  NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Correction Company 350 Lowell ST ANDOVER MA01810-4400  CODE 05716  FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM II)  × 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM I3) × 09-Nov-2011  ENDMENTS OF SOLICITATIONS eight of Offer is extended, is not extended. on or as arrended by one of the following methods:
SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801  NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Contr	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM II)  X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM I3)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS eipt of Offer is extended, is not extended. on or as arrended by one of the following methods:
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Correct County, State and Zip Cou	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM II)  X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM I3)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS sipt of Offer is extended, is not extended. on or as arrended by one of the following methods:
RAYTHEON COMPANY 350 LOWELL ST ANDOVER MAQ1810-4400  ODE 05716  FACILITY CODE	9B. DATED (SEE FTEM 11)  X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM 13)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  sipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
RAYTHEON COMPANY 350 LOWELL ST ANDOVER MAQ1810-4400  ODE 05716  FACILITY CODE	9B. DATED (SEE FTEM 11)  X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM 13)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  sipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
ODE 05716  FACILITY CODE	X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM 13)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  eipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
ODE 05716 FACILITY CODE	X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005  10B. DATED (SEE ITEM 13)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  eipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
	I 10B. DATED (SEE ITEM 13)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  eipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
	I 10B. DATED (SEE ITEM 13)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  eipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
	I 10B. DATED (SEE ITEM 13)  X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  eipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
	X 09-Nov-2011  ENDMENTS OF SOLICITATIONS  sipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
	oipt of Offer is extended, is not extended.  on or as arrended by one of the following methods:
The state of the s	on or as arrended by one of the following methods:
The above numbered solicitation is smended as set forth in Item 14. The hour and date specified force	on or as arrended by one of the following methods:
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitat	AT HOSE OF A PART EATHER TO CONTROL OF THE PART OF THE
(a) By completing Items 8 and 15, and returning copies of the auendment; (b) By acknowled	Surk resorbe strains an entition out each copy of the surfationalities.
or (c) By separate letter or selegram which includes a reference to the solicitation and arrendment nor	ers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE
RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HO	
REJECTION OF YOUR OFFER. It by virtue of this smendment you desire to change an offer already provided each telegramor letter makes reference to the solicitation and this amendment, and is received.	[J. N. 1912] N.
. ACCOUNTING AND APPROPRIATION DATA (If required)	
See Schedule	
	IONS OF CONTRACTS/ORDERS
13. THIS ITEM APPLIES ONLY TO MODIFICAT IT MODIFIES THE CONTRACT/ORDER NO.	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE C	
CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT	
office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO TH C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO A	
C. THIS SOFF EENERY AL AGREEMENT IS ENTERED IN OT CROOKING TO A	STROKET GE
D. OTHER (Specify type of modification and authority)	
UNILA TERAL: FAR 52 232-22 "Limitation of Funds"	
IMPORTANT: Contractor X is not, is required to sign this document	and return copies to the issuing office.
4, DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section	neadings including salicitation/contract subject matter
where feasible.)	regarder, meaning so nertactoris contract surject inseres
Modification Control Number:	
See continuation page.	
copt as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto	fore changed, remains unchanged and in full force and effect,
5A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAM	E AND TITLE OF CONTRACTING OFFICER (Type or print)
TEL:	EMAIL:
SB. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B_LINIT	ED STATES OF AMERICA 16C. DATE SIGNED
BY	22-Aug-2012
	Z2-AUG-ZU1Z
XCEPTION TO SF 30 30-105-04	iture of Contracting Officer)

APPROVED BY OIRM 11-84

Prescribed by GSA FAR (48 CFR) 53.243

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

# SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

### PURPOSE

- The purpose of this modification is to provide additional incremental funding for FY12 in the amount of \$1,500,000, which hereby increases the funds obligated to \$6,908,176.
- SubCLIN 000105 is hereby added and incrementally funded in the amount of \$1,500,000.
- 3. All other terms and conditions remain unchanged.
- 4. The POC for this action is



# SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000105 is added as follows:

000105	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	CPFF				
	FOB: Destination				
			ESTIM	ATED COST	\$0.00
				FIXED FEE	\$0.00
			TOTAL EST	COST + FEE	\$0.00
	ACRN AB				\$1,500,000.00

# SECTION E - INSPECTION AND ACCEPTANCE

CIN: GFEBS001017819300001

The following Acceptance/Insp	ection Schedule was added t	for SUBCLIN 000105:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,500,000.00 from \$5,408,176.00 to \$6,908,176.00.

#### SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AB

CIN: GFEBS001017819300001

Aceting Data: 02120122013204000001171722550030003242A.0000013.1.1 6

6100.9000021001

Increase: \$1,500,000.00

Total: \$1,500,000.00

Cost Code: A5XFJ

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.

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(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:	\$5,408,176	\$1,500,000	\$6,908,176
(5)	Net Amount Required for Full Funding:			TBD

SECTION I - CONTRACT CLAUSES

The following have been modified:

# 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 \$6,908,176 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$6,908,176 dollars.

(End of clause)

(End of Summary of Changes)

AWARD	/CONTRACT	1. THIS CONTRA UNDER DPAS		A RATED ORDER RATING PAGE OF PA					OF PAGES			
2. CONTRACT (4 W9113M-11-C-0	Proc. Inst. Ident.) NO. 054	3. EFFECTIVE DA		Jul 2011 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4M1J74050001								
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500			6. ADMINISTERED BY (If other than I tem 5) CODE S0107A DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001									
7. NAME AND A DECIBEL RESEARCH. 325 BOB HEATH OR	ADDRESS OF CONTRACT	FOR (No., street, city	, county, state	and zip o	ode)				LIVERY ] FOB ORIGIN [ ]	X] OT	HER (S	ee below)
HUNTSVILLE AL 35806	-3563							9. DISC	COUNTFORPROMPTPAY	YMENT		
								(4 copi	BMIT INVOICES es unless otherwise specified) E ADDRESS		ITEM	
CODE 3B2J2		FACILITY CODE						SHOW				
11. SHIP TO/MARK FOR JLENS PROJECT OFFICE BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000				DFAS DFAS P.O. B	-COLUMB	US CEN TH ENTIT	LEMENT OPE			CODE	+Q0338	(
3 ALTHORITY	FOR USING OTHER TH	AN EUL LAND OF	DEN	14 A	CCOUR	TING	AND APP	ROPR	IATION DATA			
COMPETITIE	ON:	U.S.C. 253(c)(	)		Sched	E 17		KOTK	ACCONDATA			
ISA. ITEM NO.	15B. SUP	PLIES SERVICES		15C.	QUAN	TITY	15D. UN	TI.	15E. UNIT PRI	CE	15F.	AMOUNT
		16.	TABLE (	OF CO	NTEN		. TO TAL A	MOU	NT OF CONTRACT			\$908,000.00
X) SEC.	DESCRIPTION		PAGE(S)						DESCRIPTION			PAGE(S
v I a Isorass	PARTI-THESCH		14.0	-		1455 HP F	THE RESERVE OF THE PARTY OF THE	C. P. P. C. C. F. L. C.	CONTRACT CLAUS	ES		las 40
	TATION/ CONTRACT F IES OR SERVICES AND F		3-4	X			FOF DOC		TS, EXHIBITS AND O	OTHER	ATTAC	15 - 19 HMENTS
	IPTION/ SPECS./ WORK			Х			FATTACE					20
	AGING AND MARKING CTION AND ACCEPT AN	ICE	5		I p				NTATIONS AND INS ERTIFICATIONS AND		IIO NS	1
	ERIES OR PERFORMAN		6	1 1	K				OF OFFERORS			
	RACT ADMINISTRATIO		7 - 10						NOTICES TO OFFERO	ORS		_
X H SPECIA	AL CONTRACT REQUIR	Charles and the Control of the Contr	11 - 14	11.00					S FOR AWARD			
	S NEGOTIATED AGREEMENT	ONTRACTING OFF Contractor is required to							man a firm of a	effer on Sol	licitation No	mber
	copies to issuing office.) Control ervices set forth or otherwise identifi	actor agrees to furnish and led above and on any conti	deliver all	_								
sheets for the consideration stated herein. The rights and obligations of the parties to this			above, the con	is hereby a tract which	ccepted a consists	is to the items li of the following	documen	ch additions or changes are set for e and on any continuation sheets as: (a) the Government's solicite ament is necessary.	This awa	ard consumn		
Attachments are listed h		a constant				vocated (b)						
7A. NAME AND	TITLE OF SIGNER (7)	pe or print)										_ (
9B. NAME OF C	ONTRACTOR	19C. DAT	E SIGNED	7					N. C. BAND	2		(
Signature of	of person authorized to sign)										Carlo I	
UTHORIZED FOR LOC							- 10			STAND	ARD FORM	26 (REV. 4/2008)

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 thirty (30) days from the effective date of the 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 \$908,000, inclusive of cost and fee. Funds currently obligated to the contract equate to \$454,000 which is fifty percent (50%) of the CLIN 0001 NTE value. Upon receipt of a qualifying proposal, the obligated amount may be increased to \$681,000 which is seventy-five percent (75%) of the CLIN 0001 NTE value.
- 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.

\$454,000.00

# Section B - Supplies or Services and Prices

ACRN AA

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	JLENS Stimulator Mainte	nance			
	FOB: Destination				
	PURCHASE REQUEST	MIMBED: AMII	74050001		
	TORCHASE REQUEST	NOMBER, 4MI	74030001		
			ESTIM	ATED COST	TBD
				FIXED FEE	TBD
			TOTAL EST	1000/400 Miles (1000 Miles (10	\$908,000.00
			TOTAL EST	COSI + FEE	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001				
	CPFF				
	FOB: Destination				
	POB. Destination				
			ESTIM	ATED COST	TBD
				FIXED FEE	TBD
			TOTAL EST		\$454,000.00
	remark to		TOTAL EST	COS1 T FEE	727277277

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ITEM NO 0002 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT NSP

Contract Data Requirements List

**CPFF** 

A001, A002, and A003

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:

DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

### LABOR CATEGORY

Engineering and Support, CLINs 0001/0002

TBD

- 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 paragraph a above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

# Section 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

### CLAUSES INCORPORATED BY FULL TEXT

# INSPECTION 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:

# Section F - Deliveries or Performance

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC /
0001	POP 01-JUL-2011 TO 15-NOV-2011	N/A	JLENS PROJECT OFFICE  BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000  FOB: Destination	W9IEUN (b)
000101	N/A	N/A	N/A	N/A
0002	POP 01-JUL-2011 TO 15-NOV-2011	N/A	JLENS PROJECT OFFICE  BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000  FOB: Destination	Walenn (P)

# CLAUSES INCORPORATED BY FULL TEXT

a. CLINs 0001 and 0002 The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001 and 0002 within four and one-half ( $4\frac{1}{2}$ ) months after the effective date of the letter contract.

### ACCOUNTING AND APPROPRIATION DATA

#### 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 <a href="https://wawf.eb.mil">https://wawf.eb.mil</a> and ensure an electronic business point of contract (POC) is designated in the Central Contractor Registration site at <a href="http://www.ccr.gov">http://www.ccr.gov</a> 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:

that incl	Invoice and Receiving Report (COMBO): applicable to Firm-Fixed-Price (FFP) contracts/task orders lude the delivery of supplies/hardware.
	Invoice as 2-in-1: applicable to Labor Hour and FFP contracts/task orders for services only.
orders.	Cost Voucher: applicable to Time and Material (T&M) and Cost-Reimbursement type contracts/task
	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: 3B2J2 Issue by DODAAC: W9113M Admin by DODAAC: S0107A Inspect by DODAAC: W91EUN Accept by DODAAC: W91EUN Ship to DODAAC: W91EUN Payment by DODAAC: HQ0338

## **Email Points of Contact Listing**

	(b)(6)
Inspector:	(b)(0)
Acceptor:	
Contracting Specialist:	(b)(6)
Contracting Officer:	(0)(0)
Contracting Officer's Technical Representative:	

- d. Questions concerning payments shall be directed to the Defense Finance and Accounting Service (DFAS). The appropriate DFAS office is indentified 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 <a href="https://myinvoice.csd.disa.mil/">https://myinvoice.csd.disa.mil/</a> or visit <a href="https://myinvoice.csd.disa.mil/">https://myinvoice.csd.disa.
  - 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.

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

### CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	Technical Matters
NAME:			
ORGANIZATION CODE:	SMDC-RDC-BB	SFAE-MSLS-CMDS-JLN	SFAE-MSLS-CMDS-JLN
TELEPHONE NUMBERS:			
COMMERCIAL:			
DSN:	645-4056		
EMAIL:			

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:	\$454,000

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(5) Net Amount Required for Full Funding:

TBD

## Section H - Special Contract Requirements

### PERFORMANCE OF RELATED EFFORT

During the performance of this contract, the contractor, its subcontractors at any tier, and consultants are prohibited from analyzing, assessing, and/or making recommendations on any effort/documentation, hardware, software, or components which they produced in any capacity as a prime contractor, a subcontractor at any tier, or a consultant.

### 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, Misiles and Space
ATTN: JLENS Project Office/
Building 5308, Sparkman Center
Redstone Arsenal, AL 35898-5000

- 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:
- 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.

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- (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.
- 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:
- 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/Army Forces Strategic Command (USASMDC/ARSTRAT) 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	4.8	Office Symbol	Phone Number	
The Later of		THE SHAPE	THE REAL PROPERTY.	(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.
- 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.
- 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: <a href="https://cmra.army.mil/">https://cmra.army.mil/</a>. 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."

# 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	JAN 1997
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
	Transactions	
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
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	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
52.215-21	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
	Modifications	
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
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
52.222-19	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
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
	Buy American ActSupplies	FEB 2009
52.225-1 52.225-13		JUN 2008
	Restrictions on Certain Foreign Purchases	DEC 2007
52.227-1	Authorization and Consent	
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
52 227 10	Infringement Filing Of Potent Applications Classified Subject Motter	DEC 2007
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	DEC 2007

50.007.11	Description of the Part of	DEC 2007
52.227-11	Patent RightsOwnership By The Contractor	DEC 2007
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
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	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
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
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes-Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	<b>DEC 1996</b>
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	
	Contract-Related Felonies	220 2000
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
	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
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	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	
232.209-1004		DEC 2000
252.215-7000	The Government of a Terrorist Country Pricing Adjustments	DEC 1991
252.215-7000		DEC 2006
	Cost Estimating System Requirements Contract Definitization	
252.217-7027		OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252,225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.227-7013	Rights in Technical DataNoncommercial Items	MAR 2011
252.227-7014	Rights in Noncommercial Computer Software and	MAR 2011
272 227 7217	Noncommercial Computer Software Documentation	
252.227-7015	Technical DataCommercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995
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 DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	PatentsReporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
	Reports	
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
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 \$454,000 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$454,000 dollars.
  (End of clause)

## 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

- (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, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.
- (b) The schedule for definitizing this contract is 105 days from award of the 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 15.4 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 letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(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)

### 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 Begin Negotiations Contract Definitization 30 days after award of letter contract 75 days after award of letter contract 105 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);
- (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 \$908,000, inclusive of cost and fee.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

# CLAUSES INCORPORATED BY FULL TEXT

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

# SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Scope of Work, Revision 00, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance"	28 Mar 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	1
Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	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	

Contractor's Representations and Certifications are hereby incorporated by reference

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGES				
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APPROVED BY OIRM 11-84

30-105-04

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

160000

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$27,207.00 from \$908,000.00 to \$880,793.00.

The following have been deleted:

A01

LETTER CONTRACT

OCT 2001

SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0001** 

The estimated/max cost has decreased by

The fixed fee has increased by

The cost constraint NTE has been deleted.

The total cost of this line item has decreased by \$27,207.00 from \$908,000.00 to \$880,793.00.

CLIN 0003 is added as follows:

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT \$2,699,873.00

0003 OPTION

OPTION I, JLENS Stimulator Maintenance

**CPFF** 

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

\$2,699,873.00

CLIN 0004 is added as follows:

W9113M-11-C-0054 PZ0001 Page 3 of 10

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT \$2,238,414.00 0004 OPTION OPTION II, JLENS Stimulator Maintenance **CPFF** FOB: Destination ESTIMATED COST FIXED FEE \$2,238,414.00 TOTAL EST COST + FEE CLIN 0005 is added as follows: AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 0005 \$1,904,781.00 OPTION OPTION III, JLENS Stimulator Maintenance **CPFF** FOB: Destination ESTIMATED COST FIXED FEE \$1,904,781.00 TOTAL EST COST + FEE CLIN 0006 is added as follows: ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0006 \$1,287,259.00 OPTION OPTION IV, JLENS Stimulator Maintenance CPFF FOB: Destination ESTIMATED COST FIXED FEE \$1,287,259.00

The following have been modified:

LEVEL OF EFFORT:

TOTAL EST COST + FEE

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, 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 PRODU PERSON HOU LEVEL OF EF	URS	
Engineering and Support, CLINs 0001/0002	7,425		
Engineering and Support, Option I, CLINs 0003/0002, if exercised	21,240		
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560	Engineering	and
Support, Option III, CLINs 0005/0002, if exercised	13,440		
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465		

- 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 paragraph a above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

## SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection	Schedule was added f	for CLIN 0003:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection	Schedule was added f	For CLIN 0004;	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection	Schedule was added f	or CLIN 0005:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
The following Acceptance/Inspection	Schedule was added f	for CLIN 0006:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 16-NOV-2011 TO N/A 15-NOV-2012 JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 (b)(b)

FOB: Destination

The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 16-NOV-2012 TO

15-NOV-2013

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

The following Delivery Schedule item has been added to CLIN 0005:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 16-NOV-2013 TO

15-NOV-2014

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(b)(b)

The following Delivery Schedule item has been added to CLIN 0006:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 16-NOV-2014 TO

15-NOV-2015

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(b)(b)

The following have been modified:

## PERIOD OF PERFORMANCE:

a. <u>CLINs 0001/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within four and one-half (4 ½) months after the effective date of the letter contract.

- b. OPTION I, CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- c. <u>OPTION II, CLINs 0004/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- d. <u>OPTION III, CLINs 0005/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- e. <u>OPTION IV, CLINS 0006/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

### 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 \$199,793.00 from \$681,000.00 to \$880,793.00.

SUBCLIN 000101:

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 0001/0002:

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

\$880,793

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

(3) Amount Separately Obligated for Payment of Fee:

(4) Total Amount Allotted and Obligated:

\$880,793

(5)	Net Amount Required for Full Funding:	\$0
25	ion I, CLINs 0003/0002:	44
Opt	ion 1, CEINS 0005/0002.	
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,699,873
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0_
(5)	Net Amount Required for Full Funding:	\$2,699,873
Opt	ion II, CLINs 0004/0002:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,238,414
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0_
(5)	Net Amount Required for Full Funding:	\$2,238,414
Opti	ion III, CLINs 0005/0002:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,904,781
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0_
(5)	Net Amount Required for Full Funding:	\$1,904,781
Opti	ion IV, CLINs 0006/0002:	
(1)	Amount Required for Full Funding,	
	Including Fee(s):	\$1,287,259
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0

(3) Amount Separately Obligated for Payment of Fee:

\$0

(4) Total Amount Allotted and Obligated:

\$0

(5) Net Amount Required for Full Funding:

\$1,287,259

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

## OPTION:

- a. OPTION CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002 of this contract may be incrementally exercised, at the unilateral option of the government, by the Contracting Officer giving written notice to the contractor during the existing period of performance of the contract. The total duration of this contract, including the exercise of options, shall not exceed fifty-two and one-half (52 ½) months. If the government exercises any option, all contractual terms and conditions shall apply during the option period.
- b. OPTION I, CLINs 0003/0002, may be incrementally exercised upon completion of the period of performance for the BASIC, CLINs 0001/0002. To avoid a disruption in service, the modification to exercise OPTION I, CLINs 0003/0002, may be issued prior to completion of the period of performance for the BASIC, CLINs 0001/0002; however, such modification will reflect an effective date after the completion date of the BASIC, CLINs 0001/0002.
- c. OPTION II, CLINs 0004/0002, may be incrementally exercised upon completion of the period of performance for OPTION I, CLINs 0003/0002. To avoid a disruption in service, the modification to exercise OPTION II, CLINs 0004/0002, may be issued prior to completion of the period of performance for OPTION I, CLINs 0003/0002; however, such modification will reflect an effective date after the completion date of OPTION I, CLINs 0003/0002.
- d. OPTION III, CLINs 0005/0002, may be incrementally exercised upon completion of the period of performance for OPTION II, CLINs 0004/0002. To avoid a disruption in service, the modification to exercise OPTION III, CLINs 0005/0002, may be issued prior to completion of the period of performance for OPTION II, CLINs 0004/0002; however, such modification will reflect an effective date after the completion date of OPTION II, CLINs 0004/0002.
- e. OPTION IV, CLINs 0006/0002, may be incrementally exercised upon completion of the period of performance for OPTION III, CLINs 0005/0002. To avoid a disruption in service, the modification to exercise OPTION IV, CLINs 0006/0002, may be issued prior to completion of the period of performance for OPTION III, CLINs 0005/0002; however, such modification will reflect an effective date after the completion date of OPTION III, CLINs 0005/0002.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.232-20

Limitation Of Cost

APR 1984

The following have been deleted:

52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
252,217-7027	Contract Definitization	OCT 1998

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

The following have been modified:

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

# SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Scope of Work, Revision 01, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance" (Added per Modification PZ0001)	27 Jul 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	Ī
Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	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

Contractor's Representations and Certifications are hereby incorporated by reference

(End of Summary of Changes)

AMENDMENT OF SOLICIT	TATION/MODI	FICATION OF CONTRACT		I, CONTRACT	ID CODE	PAGEOR	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	-		5. PROJECT	NO.(Tepplic	
P00001	22-Aug-2011	4M1J74050001					
6. (SSUED BY CODE  USASMDC/ARSTRAT  SMDC-RDC PO BOX 1500  HUNTSVILLE AL 36807-3901	W9113M	7. ADMINISTERED BY (Ifother than item6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	DE S0107	7A			
NAME AND ADDRESS OF CONTRACTOR     DECIBEL RESEARCH, INC     325 BOB HEATH DR     HUNTSVILLE AL 39906-3983	(No., Street, County,	State and Zip Code)	+	9A. AMENDM 9B. DATED (S 10A. MOD. OF W9113M-11-0	EE ITEM 11	)	
****			_	10B. DATED			
CODE 3B2J2	FACILITY CO	DE	X	01-Jul-2011		2000	
		APPLIES TO AMENDMENTS OF SOLI	CITA	TIONS			
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR I REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION I	reference to the solicitation THE RECEIPT OF OFFERS arrendment you desire to ch e solicitation and this arren	S PRIOR TO THE HOUR AND DATE SPECIFIED ange in offer already submitted, such change may b	ACKN O MA'	IOWLEDGMENT Y RESULT IN Ie by telegramor le	TO BE	**	
See Schedule							
		TO MODIFICATIONS OF CONTRACT		7.			
		CT/ORDER NO. AS DESCRIBED IN IT			44 DD 44 T	-	
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	•		300 11 15 15			i militari	
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR					as changes in	n paying	
C. THIS SUPPLEMENTAL AGREEMENT							
D. OTHER (Specify type of modification and UNILATERAL: FAR 52.232-22 and DFARS							
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	сор	ics to the issuin	g office.		,
14. DESCRIPT ION OF AMENDMENT/MODIL where feasible.) Modification Control Number: To increase obligated funds by \$227,000 fro percent (75%) of the NTE value.					15000	(k	5) (6
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type o		19A or 10A, as heretofore changed, recesins uncha	nged a	end in fall force and	l effect.	(b	<u>)(4)</u>
15B. CONTRACTOR/OFFEROR	- 15C. DATE SIGNE		e de la constante de la consta				
(Signature of person authorized to sign)  EXCEPTION TO SF 30		(Signature of Contracting Of	licer)				10.0
ALEPTINA ILISE (II		20 106 04		OT.	ANTIADDEC	INDEX ZO (D.	au In 0

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

000031

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

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$227,000.00 from \$454,000.00 to \$681,000.00.

#### SUBCLIN 000101:

AA: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J740500 S01021 4M1J740500/14MJLE/4M5 (CIN 0000000000000000000000000000000) was increased by \$227,000.00 from \$454,000.00 to \$681,000.00

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:

 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:

\$681,000

(5) Net Amount Required for Full Funding:

TBD

### SECTION I - CONTRACT CLAUSES

The following have been modified:

## 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 \$681,000 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$681,000 dollars.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLIC	TATION/MODI	FICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGEO	FPAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplic	g able)
P00002	16-Oct-2011	4M1J74050001					
6. ISSUED BY CODE  USASMDC/ARSTRAT  SMDC-RDC PO BOX 1500  HUNTSVILLE AL 35807-3801	W9113M	7. ADMINISTERED BY (Ifother than item6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		co	DE S010	7A	
8. NAME AND ADDRESS OF CONTRACTO DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 3500G-3503	OR (No., Street, County,	State and Zip Code)	x	9A. AMENDM 9B. DATED (S 10A. MOD. OI W9113M-11-C 10B. DATED	CONTRAC	t/order	
CODE 3B2J2	FACILITY CO.	DE	х	01-Jul-2011	(SEE ITEM	13)	
		APPLIES TO AMENDMENTS OF SOLIC	CIT				
or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER. If by virtue of the provided each telegramor letter makes reference to 2. ACCOUNTING AND APPROPRIATION See Schedule	R THE RECEIPT OF OFFERS is amendment you desire to ch the solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	) MA	AY RESULT IN ade by telegramor le			
	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	VO!	PDFPS			
		CT/ORDER NO. AS DESCRIBED IN ITE					
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10		authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE	MADE IN T	HE	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FO		TO REFLECT THE ADMINISTRATIVESUANT TO THE AUTHORITY OF FAI			as changes i	n paying	
C. THIS SUPPLEMENT AL AGREEMENT FAR 52.232-2, "Limitation of Funds" and							
D. OTHER (Specify type of modification a	and authority)						-
. IMPORTANT: Contractor is not,	X is required to sig	gn this document and return 1	cor	pies to the issuin	g office.	,	
4. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: To incrementally exercise 7,867 direct procamount of \$1,000,000 for such exercise; and the second exercise exercise; and the second exercise exercise exercise.	ductive person hours (D	PPH) of Option I, CLINs 0003/0002; to pr	ovio	de incremental i	funding in th	(b)	)(b)
xcept as provided herein, all terms and conditions of the SA. NAME AND TITLE OF SIGNER (Type		9A or 10A, as heretofore changed, remains unchan	_			(b)(	<u>(u)</u>
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		ICA			C. DATE S	
(Signature of person authorized to sign)		(Signature of Contracting Off	icer	7)			Th.
EXCEPTION TO SF 30		30-105-04		37	ANDARD FO	RM 30 (R	ev 10-

APPROVED BY OIRM 11-84

0000034

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

### SUMMARY OF CHANGES

### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,000,000.00 from \$880,793.00 to \$1,880,793.00.

UNIT

## SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0003** 

The option status has changed from Option to Option Exercised.

SUBCLIN 000301 is added as follows:

ITEM NO

SUPPLIES/SERVICES

QUANTITY 7,867 UNIT PRICE

**AMOUNT** 

000301 EXERCISED OPTION

Funding for CLIN 0003

**CPFF** 

FOB: Destination

110

ESTIMATED COST

FIXED FEE

DIRECT PRODUCTIVE

TOTAL EST COST + FEE

\$1,000,000.00

2. 9. . .

ACRN AB

\$1,000,000.00

The following have been modified:

### LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, 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	PERSON HOURS LEVEL OF EFFORT
Engineering and Support, CLINs 0001/0002	7,425
Engineering and Support, Option I, CLINs 0003/0002	21,240
Exercised	7,867

Unexercised	13,373		
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560	Engineering	and
Support, Option III, CLINs 0005/0002, if exercised	13,440		
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465		

- 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 paragraph a, above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0003011

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

N/A

### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-JUL-2011 TO 15-NOV-2011

JLENS PROJECT OFFICE

W91EUN

**BLDG 5308 SPARKMAN CENTER** REDSTONE ARSENAL AL 35898-5000

FOB: Destination

To:

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

POP 01-JUL-2011 TO 15-OCT-2011

N/A

JLENS PROJECT OFFICE

W91EUN

**BLDG 5308 SPARKMAN CENTER** REDSTONE ARSENAL AL 35898-5000

FOB: Destination

The following Delivery Schedule Item for CLIN 0002 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-JUL-2011 TO 15-NOV-2011

N/A

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(b)(b)

To:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 01-JUL-2011 TO

15-OCT-2012

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(P)(P)

The following Delivery Schedule item for CLIN 0003 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-NOV-2011 TO

15-NOV-2012

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(6)(6)

To:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 16-OCT-2011 TO

15-OCT-2012

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(b)(b)

The following Delivery Schedule item for CLIN 0004 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-NOV-2012 TO

15-NOV-2013

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(r)

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-OCT-2012 TO

15-OCT-2013

JLENS PROJECT OFFICE

BLDG 5308 SPARKMAN CENTER

REDSTONE ARSENAL AL 35898-5000

FOB: Destination

The following Delivery Schedule item for CLIN 0005 has been changed from:

N/A

N/A

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-NOV-2013 TO

15-NOV-2014

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

THE PROPERTY OF THE PARTY OF TH

(b)(b)

FOB: Destination

To:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 16-OCT-2013 TO

15-OCT-2014

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER

REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(b)(b)

The following Delivery Schedule item for CLIN 0006 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-NOV-2014 TO

15-NOV-2015

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER

REDSTONE ARSENAL AL 35898-5000

FOB: Destination

To:

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-OCT-2014 TO N/A 15-OCT-2015 JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 (b)(b)

FOB: Destination

The following have been modified:

## PERIOD OF PERFORMANCE:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within three and one-half (3  $\frac{1}{2}$ ) months after the effective date of the letter contract.
- b. <u>OPTION I, CLINs 0003/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- c. <u>OPTION II, CLINs 0004/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- d. <u>OPTION III, CLINs 0005/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- e. <u>OPTION IV, CLINs 0006/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from \$880,793.00 to \$1,880,793.00.

SUBCLIN 000301:

Funding on SUBCLIN 000301 is initiated as follows:

ACRN: AB

Acetng Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J710100 S01021 4M2J710100/24MJLE/4M5

Increase: \$1,000,000.00

Total: \$1,000,000.00

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 0001/0002:

(1)	Amount Required for Full Funding, Including Fee(s):	\$880,793
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	(6) (4)
(3)	Amount Separately Obligated for Payment of Fee:	
(4)	Total Amount Allotted and Obligated:	\$880,793
(5)	Net Amount Required for Full Funding:	\$0
Opti	on I, CLINs 0003/0002:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,699,873
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	$ \qquad                                   $
(3)	Amount Separately Obligated for Payment of Fee:	
(4)	Total Amount Allotted and Obligated:	\$1,000,000_
(5)	Net Amount Required for Full Funding:	\$1,699,873
Opti	on II, CLINs 0004/0002:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,238,414
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0

		Page 8 of 9
(4)	Total Amount Allotted and Obligated:	\$0_
(5)	Net Amount Required for Full Funding:	\$2,238,414
Opt	ion III, CLINs 0005/0002:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,904,781
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0_
(5)	Net Amount Required for Full Funding:	\$1,904,781
Opt	ion IV, CLINs 0006/0002:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,287,259
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0_

W9113M-11-C-0054

\$1,287,259

# SECTION H - SPECIAL CONTRACT REQUIREMENTS

(5) Net Amount Required for Full Funding:

The following have been modified:

## OPTION:

- a. OPTION CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002 of this contract may be incrementally exercised, at the unilateral option of the government, by the Contracting Officer giving written notice to the contractor during the existing period of performance of the contract. The total duration of this contract, including the exercise of options, shall not exceed fifty-one and one-half  $(51 \ \frac{1}{2})$  months. If the government exercises any option, all contractual terms and conditions shall apply during the option period.
- b. OPTION I, CLINs 0003/0002, may be incrementally exercised upon completion of the period of performance for the BASIC, CLINs 0001/0002. To avoid a disruption in service, the modification to exercise

OPTION I, CLINs 0003/0002, may be issued prior to completion of the period of performance for the BASIC, CLINs 0001/0002; however, such modification will reflect an effective date after the completion date of the BASIC, CLINs 0001/0002.

- c. OPTION II, CLINs 0004/0002, may be incrementally exercised upon completion of the period of performance for OPTION I, CLINs 0003/0002. To avoid a disruption in service, the modification to exercise OPTION II, CLINs 0004/0002, may be issued prior to completion of the period of performance for OPTION I, CLINs 0003/0002; however, such modification will reflect an effective date after the completion date of OPTION I, CLINs 0003/0002.
- d. OPTION III, CLINs 0005/0002, may be incrementally exercised upon completion of the period of performance for OPTION II, CLINs 0004/0002. To avoid a disruption in service, the modification to exercise OPTION III, CLINs 0005/0002, may be issued prior to completion of the period of performance for OPTION II, CLINs 0004/0002; however, such modification will reflect an effective date after the completion date of OPTION II, CLINs 0004/0002.
- e. OPTION IV, CLINs 0006/0002, may be incrementally exercised upon completion of the period of performance for OPTION III, CLINs 0005/0002. To avoid a disruption in service, the modification to exercise OPTION IV, CLINs 0006/0002, may be issued prior to completion of the period of performance for OPTION III, CLINs 0005/0002; however, such modification will reflect an effective date after the completion date of OPTION III, CLINs 0005/0002.

(End of Summary of Changes)

AMENDMENT OF SOLICIT	CATION/MODII	TICATION OF CONTRACT	1. CONTRACTID	CODE	PAGE OF PAGES
AMENDMENT OF SOCICI	ATION/MODIF	MCATION OF CONTRACT	U		1 5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		. PROJECT N	IO.(Ifapplicable)
P00003	12-Jan-2012	4M1J74050001			
6. ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item 6)	CODE	S0107	A
USASMDC/ARSTRAT		DCMA HUNTSVILLE BUILDING 4505, SUITE 301			
SMDC-RDC PO BOX 1500		MARTIN ROAD			
HUNTSVILLE AL 35807-3801		REDSTONE ARSENAL AL 35898-0001			
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	9A. AMENDME	NT OF SOL	ICITATION NO.
DECIBEL RESEARCH, INC 325 BOB HEATH DR			00 0 000		
HUNTSVILLE AL 35806-3563			9B. DATED (SEE	: IIEM II)	E
		Î	V 10A, MOD, OF C	ONTRACT	ORDER NO.
			× W9113M-11-C-0	054	
			10B. DATED (S	EE ITEM 1	3)
CODE 3B2J2	FACILITY COL	The second secon	X 01-Jul-2011		
	. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLIC	CITATIONS		
The above numbered solicitation is amended as set for	rth in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not extend	ied.
Offer must acknowledge receipt of this amendment pr	ior to the hour and date spec	cified in the solicitation or as amended by one oft	he following methods:		
(a) By completing Items 8 and 15, and returning					
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR			- N. C.	) BE	
REJECTION OF YOUR OFFER. Ifby virtue of this				т.	
provided each telegramor letter makes reference to the				70	
2. ACCOUNTING AND APPROPRIATION I	DATA (If required)				
See Schedule	1521 72 5%				
		TO MODIFICATIONS OF CONTRACTS			
		CT/ORDER NO. AS DESCRIBED IN IT	PACTICAL TO SELECTION OF THE SELECTION O	DE DIEN	-
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A		authority) THE CHANGES SET FORTH	IN ITEM 14 ARE MA	ADE IN TH	E
B. THE ABOVE NUMBERED CONTRACT	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	E CHANGES (such as	changes in	paying
office, appropriation date, etc.) SET FOR			R 43.103(B).		
C. THIS SUPPLEMENTAL AGREEMENT : FAR 52.232-2, "Limitation of Funds"	SENTERED INTO PU	JRSUANT TO AUTHORITY OF:			
D. OT HER (Specify type of modification and	d authority)				
S. S. Filler (capabily type of mountains an					
E. IMPORTANT: Contractor is not,				effice	
A DESCRIPTION OF AMENDMENT AND	x is required to sig	n this document and return 1	copies to the issuing	office.	
		n this document and return 1 by UCF section headings, including solic	vopito to the houng	7.1.1.1.1	(1)(1)
where feasible.)			vopito to the houng	7.1.1.1.1	(b)(e)
where feasible.) Modification Control Number:	FICATION (Organized	by UCF section headings, including solic	itation/contract subjec	t matter	(b)(k)
where feasible.) Modification Control Number:  1. The purpose of this modification to to prov	FICATION (Organized	by UCF section headings, including solic	itation/contract subjec	t matter	(b)(v)
where feasible.) Modification Control Number:  1. The purpose of this modification to to prov productive person hours (DPPH).  2. As a result of this modification SubCLIN 00	FICATION (Organized ide \$1,000,000. in add	by UCF section headings, including solic	itation/contract subject	t matter	(b)(v)
where feasible.) Modification Control Number:  1. The purpose of this modification to to prov productive person hours (DPPH).  2. As a result of this modification SubCLIN 00.  3. The Contract Activity Representative is up	FICATION (Organized ide \$1,000,000. in add	by UCF section headings, including solic	itation/contract subject	t matter	(b)(v)
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where feasible.) Modification Control Number:  1. The purpose of this modification to to prov productive person hours (DPPH).  2. As a result of this modification SubCLIN 00.  3. The Contract Activity Representative is up	ride \$1,000,000. in add	by UCF section headings, including solic litional incremental funding on CLIN 0003 and funded in the amount of \$1,000,0	itation/contract subject	t matter	(b)(v)
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where feasible.) Modification Control Number:  1. The purpose of this modification to to prov productive person hours (DPPH).  2. As a result of this modification SubCLIN 00.  3. The Contract Activity Representative is up 4. See Summary of Changes.	ride \$1,000,000. in add	by UCF section headings, including solic litional incremental funding on CLIN 0003 and funded in the amount of \$1,000,0	itation/contract subject	t matter	(b)(v)
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where feasible.) Modification Control Number:  1. The purpose of this modification to to prov productive person hours (DPPH).  2. As a result of this modification SubCLIN 00.  3. The Contract Activity Representative is up 4. See Summary of Changes.  5. Significant of this action is to POC for this action.  Except as provided herein, all terms and conditions of the second of the	FICATION (Organized ide \$1,000,000. in additional in additional ide \$1,000,000. in additional idea idea idea idea idea idea idea idea	by UCF section headings, including solic litional incremental funding on CLIN 0003 and and funded in the amount of \$1,000,000 email at 190 or 10A, as heretofore changed, remains unchanged. NAME AND TITLE OF COTTEL	itation/contract subject 3/0002 and increase 2000.	Tect.  Tect.  Tect.  Tect.  Tect.	r print) (b) (b)

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

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

### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION B SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 000302 is added as follows:

000302	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	\$0.00
EXERCISED OPTION	Additional Incremental Fu CPFF FOB: Destination	anding CLIN 0003			
			ESTIM	IATED COST	\$0.00
				FIXED FEE	\$0.00
		י	TOTAL EST	COST + FEE	\$0.00
	ACRN AB				\$1,000,000.00

The following have been modified:

### LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, 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	7,425	
Engineering and Support, Option I, CLINs 0003/0002	21,240	
Exercised	15,734	
Unexercised	5,506	
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560 Engineering	and
Support, Option III, CLINs 0005/0002, if exercised	13,440	
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465	

- 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

paragraph a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

# SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000302:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY Government

N/A

N/A

N/A

# SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from \$1,880,793.00 to \$2,880,793.00.

#### SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: AB

Acctng Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J710100 S01021 4M2J710100/24MJLE/4M5

Increase: \$1,000,000.00

Total: \$1,000,000.00

The following have been modified:

## CONTRACTING ACTIVITY REPRESENTATIVES:

		$( \vee, )$
RESENTATIVES;		(ble)
ntractual Matters	Technical Matters	Technical Matters

	Contractual Matters	Technical Matters	Technical Matters
NAME:			
ORGANIZATION CODE:			
TELEPHONE NUMBERS: COMMERCIAL:			
DSN:			
EMAIL:			

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):	\$880,793	(
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(4)
(3)	Amount Separately Obligated for Payment of Fee:		
(4)	Total Amount Allotted and Obligated:	\$880,793	
(5)	Net Amount Required for Full Funding:	\$0	
Opti	ion I, CLINs 0003/0002:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,699,873	(0
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)
(3)	Amount Separately Obligated for Payment of Fee:		(4)
(4)	Total Amount Allotted and Obligated:	\$2,000,000	
(5)	Net Amount Required for Full Funding:	\$699,873	
Opti	on II, CLINs 0004/0002:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,238,414	
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0	
(3)	Amount Separately Obligated for Payment of Fee:	\$0	
(4)	Total Amount Allotted and Obligated:	\$0_	
(5)	Net Amount Required for Full Funding:	\$2,238,414	
Opti	on III, CLINs 0005/0002:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,904,781	

		P00003
		Page 5 of 5
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0_
(5)	Net Amount Required for Full Funding:	\$1,904,781
Opti	on IV, CLINs 0006/0002:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,287,259
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0
(3)	Amount Separately Obligated for Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0_
(5)	Net Amount Required for Full Funding:	\$1,287,259

W9113M-11-C-0054

(End of Summary of Changes)

AMENDMENT OF SOLICIT	PATION/MODE	PICATION OF CONTRAC	r.	1. CONTRACT	ID CODE	PAGE OF PAGE
- DIACI	AHOMMODİ	CALLON OF CONTRAC		U	. BE	1   8
AMENDMENTMODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5.PROJECT	NO.(Ifepplicable)
P00004	14-Mar-2012	4/1374050001				
ESUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item 6	)	co	DB S0107	7A
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 3507-3001	•	DCMAHUNTSVILLE BUILDING 4805, SUITE 301, MARTIN ROAD REDISTONE ARSENAL AL 36998-0001	y.			
. NAME AND ADDRESS OF CONTRACTOR DECIBEL RESEARCH, INC 305 BOB HEATH DR	(No., Street, County,	State and Zip Code)		A. AMENDM B. DATED (S		JCITATION NO
HUNTBVILLE AL 36805-3683	* 16	*				
			x 1%	A MARTINE	CONTRACT	r/order no.
			10	B. DATED	SEB ITEM 1	13)
ODE 382/2	· FACILITY COI			1-Jul-2011		
The above numbered solicitation is succeded as set the		PPLIES TO AMENDMENTS OF SOL		IONS -	Tis not extens	-
Offer must acknowledge receipt of this amendment pr (e) By completing items 8 and 15, and returning or (e) By separate latter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this is	copies of the amounts reference to the solicitation HB RECEIPTOF OFFERS unenderent you desire to cha	nt; (b) By soknowledging receipt of this sense of and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	ACKNO D MAY I bernede b	ch copy of the cli WLBDOMENT RESULTIN by talegram or let	BEOT	
provided each telegramer letter makes reference to the		ineut, and is received prior to the opening hour	and date i	specified.		
2. ACCOUNTING AND APPROPRIATION D	ATA (If required)					
See Schedule	EM ADDI IEGOM V 1	O MODIFICATIONS OF CONTRACT	CADDIE	ape .		<del></del>
		CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	UANT TO: (Specify a	mbority) THE CHANGES SET FORTH	IN ITE	M 14 ARE M	ADE IN TH	E
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			s changes in	paying
C. THIS SUPPLEMENTAL AGREEMENT I FAR.52.232-2 "Limitations of Funds"	S ENTERED INTO PU	RSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	lauthority)			-		
IMPORTANT: Contractor is not,	X is required to sig	a this document and return 1	copies	to the issuing	office.	,
DESCRIPTION OF AMENDMENT/MODIF where fessible.) Modification Control Number:		by UCF section headings, including solid tal funding in the amount of \$699,873.				t
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productive person hours (DFFH); this fully fu . As a result of this modification, SubCLIN 00	0303 is hereby create					
productive person hours (DFPI); this fully full As a result of this modification, SubCLIN 00, The Contracting Activity Represtative is up. See Summary of Chariges	0303 is hereby created ated.					
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roductive person hours (DFFH); this fully fu As a result of this modification, SubCLIN 00 The Contracting Activity Represtative is up See Summary of Changes	0303 is hereby created				* *	
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As a result of this modification, SubCLIN 00.  The Contracting Activity Representive is upon See Summary of Changes.  The POC for this action is the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the pro	0303 is hereby created ated.  stract Specialist at a comment referenced in Item 9	ed and funded in the amount of \$699,8	73.00.			print)
oroductive person hours (DFFI); this fully full . As a result of this modification, SubCLIN 00 . The Contracting Activity Represtative is up . See Summary of Chariges.	0303 is hereby created ated.  stract Specialist at a comment referenced in Item 9	ed and funded in the amount of \$699,8	73.00.			print)
oroductive person hours (DPPI-I); this fully further as a result of this modification, SubCLIN 00. The Contracting Activity Representative is upon See Summary of Changes.  The POC for this action is a conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein, all terms and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the depth of the provided herein and conditions of the provided herein and conditions of the depth of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and conditions of the provided herein and	ocument referenced in Item 9	A or 10A, as heretoone changed, remains unchu	73.00.		ER (Type or	
A. NAME AND TITLE OF SIGNER (Type or	0303 is hereby created ated.  stract Specialist at a comment referenced in Item 9	A or 10A, as hereto bre changed, remains unchus 16A. NAME AND TITLE OF CO	73.00.		ER (Type or	print)  DATE SIGNED
A NAME AND TITLE OF SIGNER (Type or	ocument referenced in Item 9	A or 10A, as heretoone changed, remains unchu	rged and i		ER (Type or	

FAR (48 CFR) 53.243

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 000303 is added as follows:

ITEM NO 000303	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
EXERCISED OPTION	Add'l Incremental Funding	g CLIN0003 Opt 1			
9041941	CPFF				
	FOB: Destination				
					(+)
			ESTIM	IATED COST	\$0.00
				FIXED FEE	\$0.00
		-	TOTAL EST	COST + FEE	\$0.00
	ACRN AB		OTTL LOT	COST TILL	\$699,873.00

The following have been modified:

# LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, 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	7,425
Engineering and Support, Option I, CLINs 0003/0002	21,240
Exercised	21,240
Unexercised	0
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560
Engineering and Support, Option III, CLINs 0005/0002, if exercised	13,440
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465

- 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

paragraph a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000303:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY Government

N/A

N/A

N/A

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

# PERIOD OF PERFORMANCE:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within three and one-half (3  $\frac{1}{2}$ ) months after the effective date of the letter contract.
- b. <u>OPTION I, CLINs 0003/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, (Option 1) by 15 October 2012..
- c. <u>OPTION II, CLINs 0004/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- d. <u>OPTION III, CLINs 0005/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- e. <u>OPTION IV, CLINs 0006/0002</u>: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

## 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 \$699,873.00 from \$2,880,793.00 to \$3,580,666.00.

#### SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

ACRN: AB

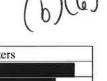
Aceting Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J710100 S01021 4M2J710100/24MJLE/4M5

Increase: \$699,873.00

Total: \$699,873.00

The following have been modified:

#### CONTRACTING ACTIVITY REPRESENTATIVES:



	Contractual Matters	Technical Matters	Technical Matters
NAME:			
ORGANIZATION CODE:			
TELEPHONE NUMBERS: COMMERCIAL:			
DSN:			
EMAIL:			

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:

Amount Required for Full Funding, Including Fee(s): Amount Allotted Under the LOF Clause for Payment of Costs: (3) Amount Separately Obligated for Payment of Fee: (4) Total Amount Allotted and Obligated: \$880,793 (5) Net Amount Required for Full Funding: \$0 Option I, CLINs 0003/0002:

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

\$2,699,873

Amount Allotted Under the LOF Clause

\$0

\$0\_

\$1,287,259

(3) Amount Separately Obligated for

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

Payment of Fee:

(End of Summary of Changes)

AMENDMENT OF SOLIC	TIMINIONI	FICATION OF CONTRACT	Ľ.	U		1   9
z. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 01-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. 4M1J74050001			5. PROJECTI	NO.(Ifappi(cable)
6. ISSUED BY CODE USASMOC/ARSTRAT SMICC-RIC PO BOX 1500 HUNTSYILLE AL 35807-3801	The second contract of the second of the sec	7. ADMINISTERED BY (Ifother than item 6 DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35998-0001	)	со	DE   \$0107	A
8. NAME AND ADDRESS OF CONTRACT DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 32905-3903	OR (No., Street, County,	State and Zip Code)		)A. AMENDM	uentiese kontrateroren	ICITATION NO.
THE PARTY OF THE P		1		0A. MOD. OF N9113M-11-C		- W
CODE 3B2J2	FACILITY COL	DE PPPLIES TO AMENDMENTS OF SOLI	X	OB DATED (	(SEE ITEM 1	3)
The above numbered solicitation is amended as act Offer must acknowledge receipt of this amendmen (a) By completing Items 8 and 15, and returning or (c) By separate latter or telegram which include RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	t prior to the hour and date spec copies of the amendmen as a reference to the solicitation of THE RECEIPT OF OFFERS its amendment you desire to cha	cifed in the solicitation or as amended by one of in; (b) By schnowledging receipt of this amendro and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE unge an ofter already submitted, such change may	the following on the control on the	ach copy of the of OWLEDGMENT RESULT IN by telegramor le	то ве	fed.
2. ACCOUNTING AND APPROPRIATION See Schedule		4				
IT M	ODIFIES THE CONTRAC	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT	EM 14			
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	DA.					
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEMEN	ORTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying
FAR 17.207, FAR 52.217-9  D. OTHER (Specify type of modification and approximation approximation and approximation approximation approximation approximation approximation approximation approximation approximati	A TO STANDARD					
. IMPORTANT: Contractor is not,	x is required to sign	n this document and return 1	copie	s to the issuing	office.	
4. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number:  See continuation page.	DIFICATION (Organized	by UCF section headings, including solic	itation	n/contract subje	ect matter	
4						
*						
ccept as provided herein, all terms and conditions of the	e document referenced in Item 9	A or 10A, as heretofore changed, remains unchan				print)
The state of the s		<u> </u>		M.A.		
1-4-1	C. DATE SIGNED	B			160.1	Sed (2
(Signature of person authorized to sign)	11/10	(Signature of Contracting Off	icer)		10	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04 000054

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:

PURPOSE

The purpose of this modification is to:

- To fully exercise 16,560 Direct Productive Person Hours (DPPH) of Option II, and fully fund CLIN 0004 in the amount of \$2,238,414.
- 2) As result of the modification, SubCLIN 000401 is hereby created and funded in the amount of \$2,238,414.
- 3) Make administrative change to the email address and office codes for the Contracting Activity Representative listed in Section G, and update email address for the Contracting Officer's Representative in Section E.
- 4) All other terms and conditions of this contract remain unchanged.
- 5) POC for this modification: , 0

, Contract Specialist

#### SUMMARY OF CHANGES

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,238,414.00 from \$3,580,666.00 to \$5,819,080.00.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0004** 

The option status has changed from Option to Option Exercised.

SUBCLIN 000401 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT \$0.000

**CPFF** 

FOB: Destination

### STIMATED COST \$0.00
| FIXED FEE \$0.00

TOTAL EST COST + FEE \$0.00

\$2,238,414.00

ACRN AC

CIN: GFEBS001018535800004

The following have been modified:

## LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, 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	7,425
Engineering and Support, Option I, CLINs 0003/0002	21,240
Exercised	21,240
Unexercised	0
Engineering and Support, Option II, CLINs 0004/0002,	16,560
Exercised	16,560
Unexercised	0
Engineering and Support, Option III, CLINs 0005/0002, if exercised	13,440
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465

- 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 paragraph a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000401:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following have been modified:

INSPECTION 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:



SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

N/A

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-JUL-2011 TO

15-OCT-2012

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

To:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 01-JUL-2011 TO

31-AUG-2013

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(b)(b)

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-OCT-2011 TO

15-OCT-2012

N/A

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER
REDSTONE ARSENAL AL 35898-5000

REDSTONE ARSENAL AL 35898-5000

FOB: Destination

(D/6)

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-OCT-2011 TO 31-AUG-2012

N/A

JLENS PROJECT OFFICE

W91EUN

**BLDG 5308 SPARKMAN CENTER** REDSTONE ARSENAL AL 35898-5000

FOB: Destination

The following Delivery Schedule item for CLIN 0004 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-OCT-2012 TO

15-OCT-2013

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-SEP-2012 TO

31-AUG-2013

N/A

JLENS PROJECT OFFICE

W91EUN

**BLDG 5308 SPARKMAN CENTER** REDSTONE ARSENAL AL 35898-5000

FOB: Destination

The following Delivery Schedule item for CLIN 0005 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-OCT-2013 TO

15-OCT-2014

JLENS PROJECT OFFICE

W91EUN

**BLDG 5308 SPARKMAN CENTER** REDSTONE ARSENAL AL 35898-5000

FOB: Destination

To:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 01-SEP-2013 TO

31-AUG-2014

JLENS PROJECT OFFICE

W91EUN

BLDG 5308 SPARKMAN CENTER

REDSTONE ARSENAL AL 35898-5000

FOB: Destination

The following Delivery Schedule item for CLIN 0006 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 16-OCT-2014 TO

15-OCT-2015

JLENS PROJECT OFFICE

W91EUN

**BLDG 5308 SPARKMAN CENTER** 

REDSTONE ARSENAL AL 35898-5000

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-SEP-2014 TO 31-AUG-2015

N/A

JLENS PROJECT OFFICE

W91EUN

**BLDG 5308 SPARKMAN CENTER** REDSTONE ARSENAL AL 35898-5000

FOB: Destination

The following have been modified:

## PERIOD OF PERFORMANCE:

- CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within three and one-half (3 1/2) months after the effective date of the letter contract.
- OPTION I, CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, (Option 1) by 31 August 2012...
- OPTION II, CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, (Option II) by 31 August 2013.
- OPTION III, CLINs 0005/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- OPTION IV, CLINs 0006/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,238,414.00 from \$3,580,666.00 to \$5,819,080.00.

#### SUBCLIN 000401:

Funding on SUBCLIN 000401 is initiated as follows:

ACRN: AC

CIN: GFEBS001018535800004

Acetng Data: 02120122013204000001171722550030003242A.0000013.1.4.1

6100.9000021001

Increase: \$2,238,414.00

Total: \$2,238,414.00

Cost Code: A5XFJ

The following have been modified:

# CONTRACTING ACTIVITY REPRESENTATIVES:

(P)(P)

	Contractual Matters	Technical Matters	Technical Matters
NAME:			
ORGANIZATION CODE:			
TELEPHONE NUMBERS: COMMERCIAL:			
DSN:	الناق		
EMAIL:			

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:

- Amount Required for Full Funding, Including Fee(s):
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:
- (3) Amount Separately Obligated for Payment of Fee:







		W9113M-11-C-0054 P00005 Page 8 of 9	
(4)	Total Amount Allotted and Obligated:	\$880,793	
(5)	Net Amount Required for Full Funding:	\$0	
Opti	on I, CLINs 0003/0002:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,699,873	$\langle \cdot \rangle$
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(4)
(3)	Amount Separately Obligated for Payment of Fee:		( , )
(4)	Total Amount Allotted and Obligated:	\$2,699,873	
(5)	Net Amount Required for Full Funding:	\$0	
Opti	on II, CLINs 0004/0002:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$2,238,414	()
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(p)
(3)	Amount Separately Obligated for Payment of Fee:		(4)
(4)	Total Amount Allotted and Obligated:	\$2,238,414	
(5)	Net Amount Required for Full Funding:	\$0	
Opti	on III, CLINs 0005/0002:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,904,781	
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0	
(3)	Amount Separately Obligated for Payment of Fee:	\$0	
(4)	Total Amount Allotted and Obligated:	\$0	
(5)	Net Amount Required for Full Funding:	\$1,904,781	
Opti	on IV, CLINs 0006/0002:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,287,259	
(2)	Amount Allotted Under the LOF Clause		

		W9113M-11-C-0054 P00005
		Page 9 of 9
	for Payment of Costs:	\$0
(3)	Amount Separately Obligated for	
	Payment of Fee:	\$0
(4)	Total Amount Allotted and Obligated:	\$0
(5)	Net Amount Required for Full Funding:	\$1,287,259

(End of Summary of Changes)

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	I.CONTR	ACT ID CODE	PAGE OF	
2. AMENDMENT MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REO, NO			NO dfapplica	3 h(e)
POSTON	14-Mar-2013	4M1J74050001		- PROJECT		
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item6)		CODE   SO10	7A	
USASMOCIARSTRAT ACC-RSA, SMDC-CAMO CCAN-CAB-B PO BOX 1500 HUNTSVILLE AL 35807-3801		DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0007				
NAME AND ADDRESS OF CONTRACTO	R (No., Street, County,	State and Zip Code)	9A. AMEN	DMENT OF SC	LICTTATIC	N NO.
DECIBEL RESEARCH, INC 325 BOR HEATH DR HUNTSVILLE AL 35908-3563			9B. DATE	O (SEE ITEM I	1)	
			100 MOI	CHE CONTRAC	TE MINISTER N	JO.
				OF CONTRAC 1-C-0054		
YODE: 382J2	FACILITY CO	DE	X 01-Jul-201	ED (SEE ITEM 1		
		APPLIES TO AMENDMENTS OF SOLI	CITATIONS			
The above numbered solicitation is arrended as set	high in frem 1-1. The hour and	date specified for receipt of Offer	is extended.	is not exte	nded	
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED ATTHE PLACE DESIGN ATED FOR REJECTION OF YOUR OFFER. If by virtue of the provided each telegramor letter makes reference to to	a reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to ch	S PRIOR TO THE HOUR AND DATE SPECIFIES range in ofer already submitted, such change may be	ACKNOWLEDOMI DMAY RESULT IN no made by telegram	ENT TO BE		
2. ACCOUNTING AND APPROPRIATION	DATA (If required)	+				
		TO MODIFICATIONS OF CONTRACT				
A. THIS CHANGE ORDER IS ISSUED PUR		CT/ORDER NO. AS DESCRIBED IN ITI		HE MADICING	1-117	
CONTRACT ORDER NO. IN ITEM 10/		authority) title Characteristic Power	Dellast 14 M	G. WALKER I		
B. THE ABOVE NUMBERED CONTRACT		TO REFLECT THE ADMINISTRATIVE SUANT TO THE AUTHORITY OF FA		uch as changes i	n paying	
C. THIS SUPPLEMENTAL AGREEMENT			(4,3-10,311).			
D. OTHER (Specify type of modification at						
Bilateral, pursuant to the authority of FAR IMPORTANT: Contractor is not.		gn this document and return	copies to the iss	suing office.		
4 DESCRIPTION OF AMENDMENT/MODI where feasible.)		Thy UCF section headings, including solic		-		
Modification Control Number:						
See Summary of Changes	-					
acept as provided herein, all terms and conditions of the	document referenced in Item	9.4 or 10/4, as hereto tire changed, remains unchan	ged and in fall force	and effect		
A. NAME AND TITLE OF SIGNER (Type of			TRACTING OF		or print)	
		TEL	D			
	15C. DATE SIGNED	The same of the sa	-	160	DATE SIC	NED
	-1 1-	B		2	Isalia	
		3 (Signature of Contracting Off		- A	1 2 11 2	- 1

EXCEPTION TO SF 30 APPROVED BY ORM 11-84 30-105-04 000063

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

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The	following	have	been	added	by	full	text:
		-					

PURPOSE

The purpose of this modification is to Accept the Transfer of Property from Contract #W9113M-05-C-0128-P00031.

The contractor initiated this action, both the COR and Contracting Officer concur. is the COR for the losing and gaining contract and is the Contracting Officer for the losing and gaining contract. See Government Property List in Section J, Revised Attachment 2.

Once transferred, all property shall be considered Government furnished property to the gaining contract. The warranties of suitability of use and timely delivery of Government furnished property do not apply to property acquired or fabricated by the contractor as contractor-acquired property that is subsequently transferred to another contract with the same contractor.

The POC for this modification is

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

## SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Scope of Work, Revision 01, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance" (Added per Modification PZ0001)	27 Jul 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	1

W9113M-11-C-0054 P00006 Page 3 of 3

Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	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	
Contractor's Representations and Certifications are hereby incorporated by reference		
Government Property List Attachment 1	5 Jan 2005	2

(End of Summary of Changes)

AMENDMENT OF SOLIC	ITATION/MODIF	TICATION OF CONTRACT	•	I. CONTRACT	ID CODE	PAGE O	F PAGES
2, AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 11-Apr-2013	4. REQUISITION/PURCHASE REQ. NO. 4M1J74050001	PURCHASE REQ. NO.			NO (Ifappli	
6, ISSUED BY CODE  USASMDC/ARSTRAT  ACC-RSA, SMDC-CAMO  CCAM-CAB-B  PO BOX 1500  HUNTSVILE AL 35807-3801	DC/ARSTRAT BA, SMDC-CAMO CAB-B (1500						
NAME AND ADDRESS OF CONTRACTO     DECIBEL RESEARCH, INC     325 BOB HEATH DR     HUNTSVILLE AL 35908-3593	OR (No., Street, County,	State and Zip Code)	0	9A. AMENDM 9B. DATED (S			ION NO.
			x	10A, MOD, OF W9113M-11-C			NO.
CODE 3B2J2	FACILITY COL	DE	x	01-Jul-2011			
		PPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		NI.	
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED ATTHE PLACE DESIGNATED FREECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	es a reference to the solicitation OR THE RECEIPT OF OFFERS his amendment you desire to che o the solicitation and this arrend	PRIOR TO THE HOUR AND DATE SPECIFIE ingo an offer already submitted, such change may	ACK D M/ be m	NOWLEDGMENT AY RESULT IN ade by telegramor le	то вв		
12. ACCOUNTING AND APPROPRIATION	N DATA (If required)						
		O MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10		uthority) THE CHANGES SET FORTH	IN	ITEM 14 ARE I	MADE IN T	HE	
	ORTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes i	n paying	
C. THIS SUPPLEMENTAL AGREEMEN		JRSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification Unilateral, pursuant to the authority of FA							7.50
E. IMPORTANT: Contractor X is not,		n this document and return		pies to the issuin		17/15/4	-
14. DESCRIPTION OF AMENDMENT/MOS where feasible.) Modification Control Number: SEE SUMMARY OF CHANGES	DIFICATION (Organized	by UCF section headings, including solid	zitat	ion/contract sub	ject matter	)	(19-5)
	*.						
ž.	346					10.00	
						-	, >
Except as provided herein, all terms and conditions of	the document referenced in Item	9A or IOA, as hereto fore changed, remains unch	nged	and in full force and	defibet,	(b)	(b)
ISA. NAME AND TITLE OF SIGNER (Typ	e or print)				Tree of		
15B. CONTRACT OR/OFFEROR	15C. DATE SIGNED						_
(Signature of person authorized to sign)	2.	(Signature of Contracting Of	lice	r)	- 1		-
EXCEPTION TO SF 30		20 105 04	_		AND APD FO	NDM 20 /	10.0

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04 000066 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been modified:  PURPOSE  The purpose of this modification is to correct the COR's last name in P00006.	(b)(b)  The COR's correct name is
, not as stated in P00006.	The COR S correct name is
The POC for this modification is	(b)(b)
All other terms and conditions remain unchanged and in full force and effect.	
(End of Summary of Changes)	

AMENDMENT OF SOLICIT	FATION/MODII	FICATION OF CONTRACT	I CONTRACT	TID CODE	PAGE OF PA	AGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REO NO.		5 PROJECT	NO (Ifapplicable	
P00008	10-Sep-2013	4M1J74050001			- Arraphiremie	*:
6 ISSUED BY CODE	W9113M	7 ADMINISTERED BY (Ifother than item 6)	CC	DE   S0107	7A	_
USASMDC/ARSTRAT ACC-RSA, SMDC-CAMO CCAM-CAB-B PO BOX 1500 HUNTSVILLE AL 35807-3801		100101	~			
8 NAME AND ADDRESS OF CONTRACTOR DECIBEL RESEARCH, INC.	R (No , Street, County,	State and Zip Code)	9A. AMENDA	MENT OF SOI	LICITATION	NO.
325 BOB HEATH OR HUNTSVILLE AL 35808-3583			9B DATED (S			
			X 10A MOD O			)
CODE 3B2J2	EACH PTY COL	NP.	X 01-Jul-2011	(SEE ILEM	13)	
	FACILITY COL	APPLIES TO AMENDMENTS OF SOLIC	01 02 2011			_
Offer must acknowledge receipt of this amendment programmer to the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section of the second section se	copies of the amendment reference to the solicitation THE RECEIPT OF OPFERS amendment you desire to che	nt, (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECTFIED ange an offer already submitted, such change may b	nt on each copy of the o CKNOWLEDGMENT MAY RESULT IN e made by telegram or I	TTO BE		
2. ACCOUNTING AND APPROPRIATION I			5.5 - T. 1.5 (1.0 × 1.0			
		TO MODIFICATIONS OF CONTRACTS				
A THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify a			MADE IN TE	Æ.	
B. THE ABOVE NUMBERED CONTRACTS office, appropriation date, etc.) SET FOR	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	E CHANGES (such	as changes in	paying	
C. THIS SUPPLEMENTAL AGREEMENT			112,100(2)		ii)=21	
D OTHER (Specify type of modification an Unilateral: FAR 43.103(b)(3) and FAR 52.2		t Property			ette ette e	-
IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuir	ng office.		
4 DESCRIPTION OF AMENDMENT/MODE where feasible) Modification Control Number: See SF30, Block 14, Continuation Page.	FICATION (Organized	by UCF section headings, including solici	tation/contract sub	ject matter	107 R =	.00
ixcept as provided herein, all terms and conditions of the	document referenced in Item	9A or 10A, as heretofore changed, remains unchan	yed and in full force an	d effect	(1)(i	
5A NAME AND TITLE OF SIGNER (Type of					1,1	
5B CONTRACTOR/OFFEROR	15C. DATE SIGNE					
(Signature of person authorized to sign)		(Signature of Contracting Off	cer)		99 3	
EXCEPTION TO SF 30		30-105-04	a inches	ANDARDEO	RM 30 (Rev	10.0

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04 000068 ST ANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53 243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

# PURPOSE OF MODIFICATION P00008

The purpose of this modification is to transfer accountability of the following Government Furnished Property (GFP) from this contract, W9113M-11-C-0054, to contract number W9113M-08-C-0030 both being Decibel Research (Cage: 3B2J2) contracts. The referenced GFP document outlines specifically which inventory items are listed and being transferred is outlined in Section J.

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

The following have been modified:

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

## SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Scope of Work, Revision 01, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance" (Added per Modification PZ0001)	27 Jul 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	f
Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	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

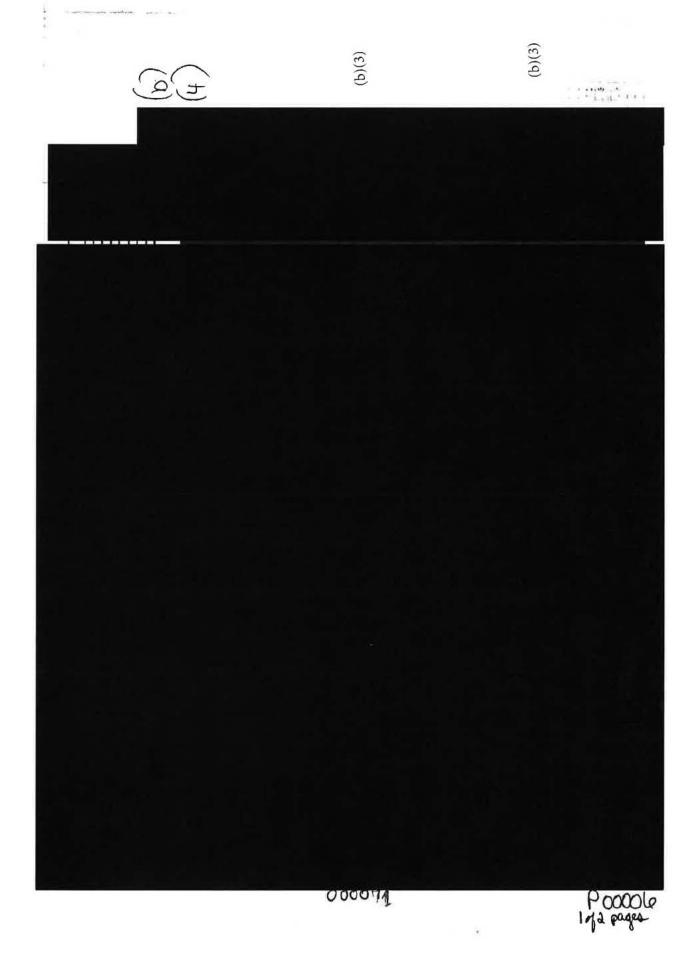
Contractor's Representations and Certifications are hereby incorporated by reference

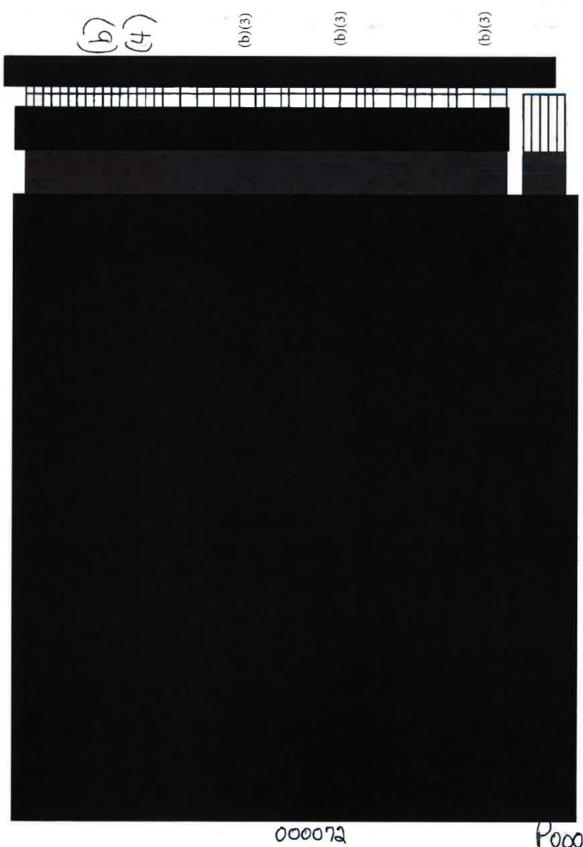
Government Property Inventory, entitled, "GFP TRANSFER" From: W9113M-08-C-0030 To: W9113M-11-C-0054

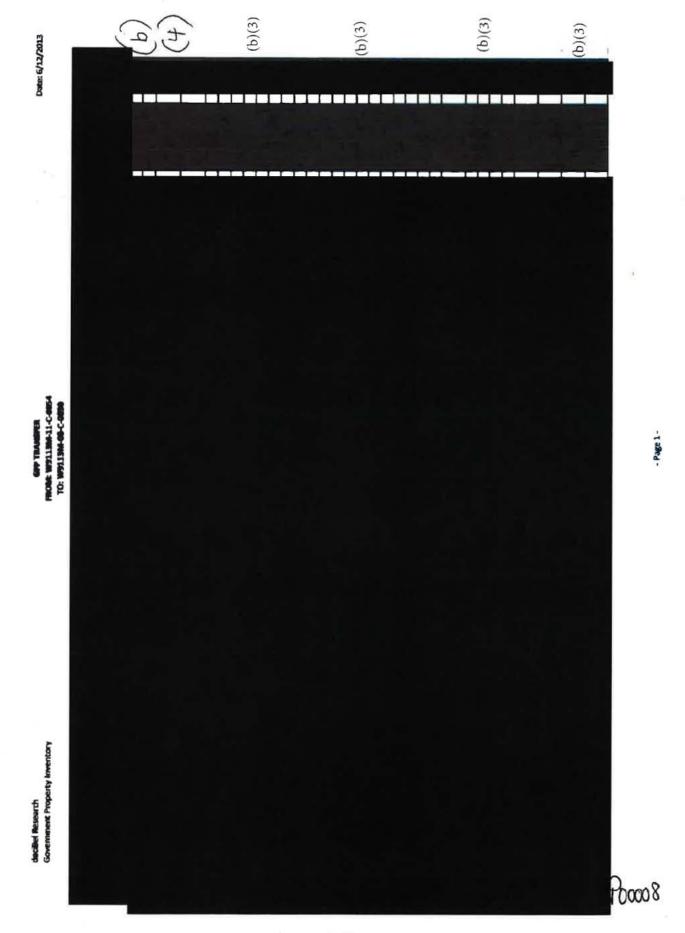
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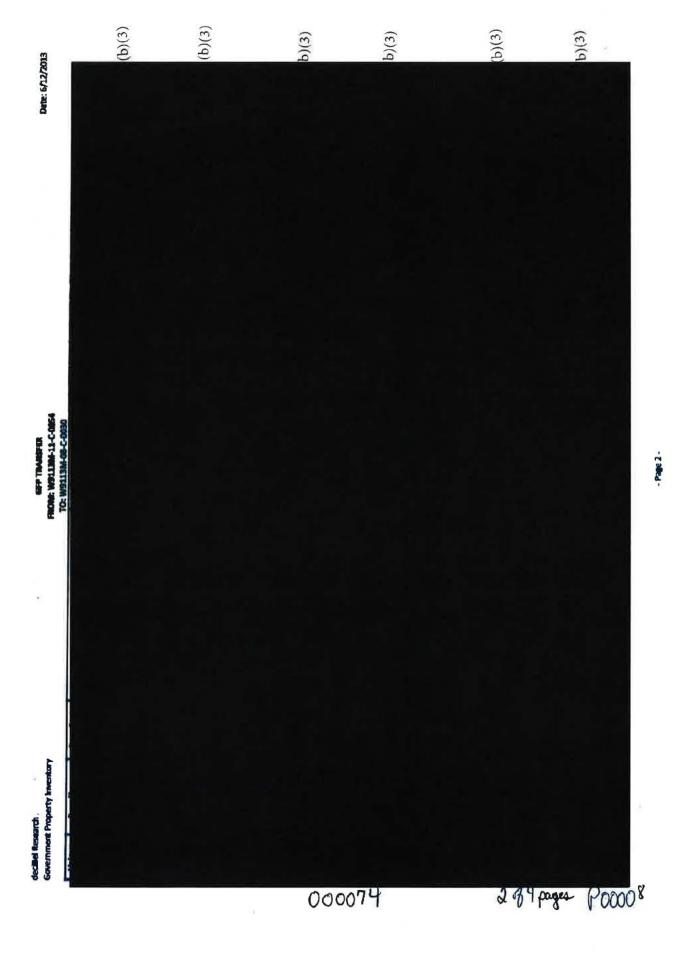
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(End of Summary of Changes)



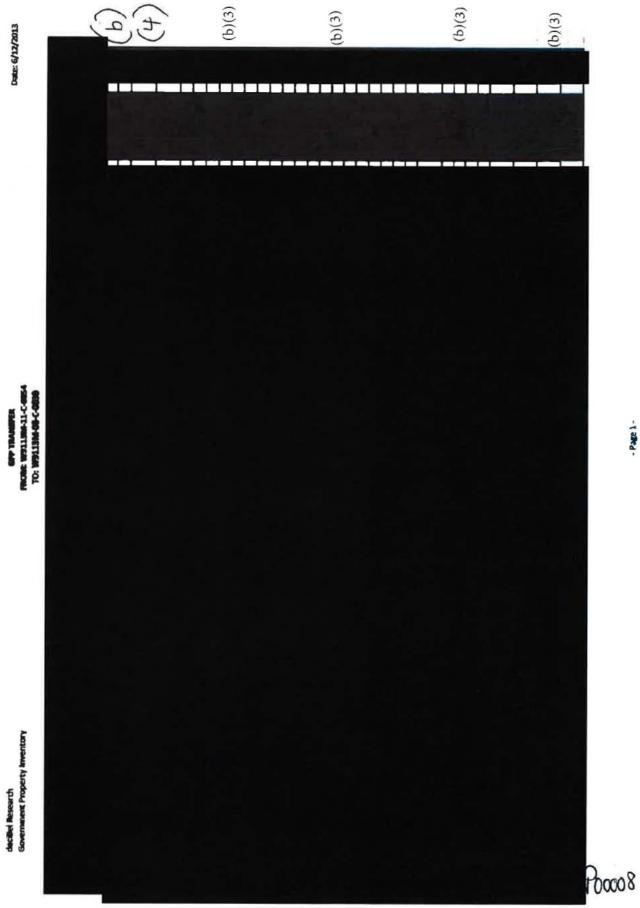












AWARD/CONTRACT	1. THIS CONTRAC UNDER DPAS (1			ORDE	R			DO-A2	1 1	22
2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DAT			2005		4. REQUI	SITION	PURCHASE REQUEST/P	ROJECT NO.	
W9113M-05-C-0128	W9113M	0 4		_		BY (If other	r than frem	5) COI	E 50107A	
5. ISSUED BY  US ARMY SPACE A MISSUE DEFENSE COMMANO SMOC-CM-CN PO BOX 1500 HUNTSVILLE AL 35807-3801	BUILD	NA HUNTS	IVILLE 25, SUITE 3 D					(6		
7. NAME AND ADDRESS OF CONTRAC DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368	FOR (No., street, city,	county, state	e and zip	code)				IVERY FOB ORIGIN [X] OUNT FOR PROMPT PAYMEN	OTHER (See ha	low)
							(4 copies	MIT INVOICES unless otherwise specified) ADDRESS	пем	
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11. SHIP TO/MARK FOR CODE  See Schedule			DFA DFA P.O.	S-COLU S-CO/SC BOX 18	MBUS CEN	TLEMENT OP			J. Britania	*
13. AUTHORITY FOR USING OTHER TH COMPETITION:		N		ACCO		AND APP	ROPRIA	ATION DATA		
1 1	PPLIES/ SERVICES				NTITY	15D, UI	WIT T	15E. UNIT PRICE	15F. AM	OUNT
15A. ITEM NO. 15B. SU	, Labor Continue		+							
					150	G. TOTAL	AMOUN	T OF CONTRACT	\$1,7	92,489.00
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(X)   SEC.   DESCRIPTION PART I - THE SCH		PAGE	3) (A	LISEC	-	P/	RT II -	CONTRACT CLAUSES		IFAULIS
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X B SUPPLIES OR SERVICES AND X C DESCRIPTION/ SPECS./ WORK		5-8	X			F ATTACH	COLUMN TO SECURE	IS, EXHIBITS AND OTE	IER ATTACH	22
D PACKAGING AND MARKING					PA	RT IV - RE	PRESE	NTATIONS AND INSTR	UCTIONS	_
X E INSPECTION AND ACCEPTAN X F DELIVERIES OR PERFORMAN		10	-	K	10-90 TO 10-21-77			RTIFICATIONS AND F OFFERORS		
X G CONTRACT ADMINISTRATIO		11 - 13	3	L				NOTICES TO OFFERORS		
X   H   SPECIAL CONTRACT REQUIR		14 - 18		M				FOR AWARD		
17.   X   CONTRACTORS NEGOTIATED AGREEMENT document and returncopies to insuline office.\ Co items or perform all the services set forth or otherwise identifications there is the contract shall be subject to and governed by the following document shall be subject to and governed by the following document shall be subject to and governed by the following document shall be subject to and governed by the following document shall be subject to and governed by the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to an action of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be subject to act of the following document shall be	pations of the parties to this umonts: (a) this sward/contrac	ien this leftver alf ion	inclu shave the co	AWA. 113M-05 ding the a v, is hereby ontract wh	RD (Cont i-R-0008 dditions or o y secepted a nich consists	changes made by to the Items lis	you which a ted above an	Additions or changes are set forth in find on any continuation shoots. This are (a) the Government's solicitation and	ward consummates	
19A. NAME AND TITLE OF SIGNER (7)	ype or print)		20A	NAM	E AND	TITLE OF C	ONTRA	ACTING OFFICER		(6)(4
BY	3/31/d		20B	. UNIT	ED STA	TES OF AN	MERICA		20C. DATE S	
NSN 7		GPO 198	8-107 5 O - 469	9-794		neste		Pros	ANDARD FORM 26 (I scribed by GSA R (48 CFR) 53,214(a)	REV. 4-85)

\$0.00

# Section B - Supplies or Services and Prices

Funded Amount

FOB: Destination

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY 18,675	UNIT DPPH	UNIT PRICE	AMOUNT	
	Basic Effort					
	CPFF					
	Contractor shall perform a Stimulator", dated 21 Sept Section C. PURC		orporated here	in and set forth in		
			ESTIM	IATED COST		
				FIXED FEE		
					 \$1,792,489.00	(b)(4)
	ACDNI A A E d. J A		TOTAL EST	COST + FEE		
	ACRN AA Funded Amoun	it			\$706,000.00	
FOB:	Destination					
ITEM NO 0002	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT NSP	
0002	Contract Data Requirement	its	Lot			
	Contract Data Requirement of Exhibit Line Item Nos. forth in Part III, Section J	A001-A012, incor				
			ESTIM	ATED COST	\$0.00	
				FIXED FEE	\$0.00	
		100	TOTAL EST	COST + FEE	\$0.00	
	98 98 98 98 98 98 98 98 98 98 98 98 98 9		TOTALEST	COST TIEL		

Page 3 of 21

ITEM NO 0003

SUPPLIES/SERVICES

QUANTITY 24,672

UNIT **DPPH**  **UNIT PRICE** 

AMOUNT

OPTION

Option I

**CPFF** 

Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", dated 21 September 2004, incorporated herein and set forth in

Section C.

**ESTIMATED COST** 

FIXED FEE

(b)(4)\$2,918,226.00

TOTAL EST COST + FEE

Funded Amount

\$0.00

FOB: Destination

ITEM NO

SUPPLIES/SERVICES

QUANTITY 18,463

UNIT DPPH UNIT PRICE

**AMOUNT** 

0004 OPTION

Option II

**CPFF** 

Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", dated 21 September 2004, incorporated herein and set forth in

Section C.

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b)(4)\$1,622,711.00

\$0.00

Funded Amount

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

## LEVEL OF EFFORT:

a. In the performance of CLINs 0001 and 0002, and CLINs 0003 and 0004 if exercised, of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F-1 hereof:

LABOR CATEGORY

DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

CLINs 0001/0002

CLINs 0003/0002 CLINs 0004/0002 18,675 24,672 18,463

- b. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.
- c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified in B-3.a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

#### JLENS STIMULATOR

#### Statement of Work

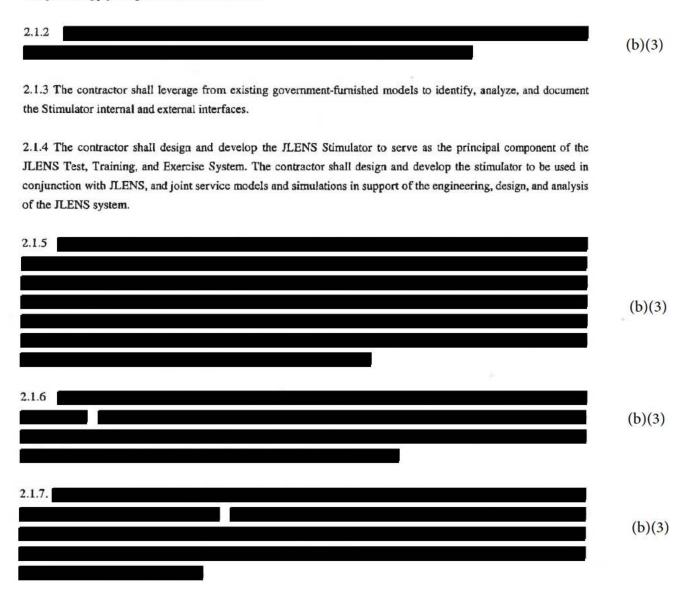
1. Objective: The JLENS Project Office is procuring the JLENS Stimulator to provide a high fidelity scenario creation, target injection and mission analysis tool. Employment of the tool is expected to increase operational suitability of the fielded system by exploring design limits, testing potential improvements, and training mission operations personnel. The Stimulator will serve as the principal component of the JLENS Test, Training, and Exercise System, interfacing to tactical hardware/software for support of operator training, user evaluations, operational exercises, and Development Test and Evaluation /Initial Operational Test and Evaluation (DT&E/IOT&E) events. The stimulator will also be used in conjunction with JLENS tactical hardware/software, JLENS engineering models and simulations, and joint service weapon systems/simulations in support of the engineering design, and analysis of the system.



This effort shall address three major technical tasks:

- a. Design, develop, integrate, test, and deliver the JLENS digital real-time Stimulator
- b. Support the design and development of the JLENS Mission Analysis Tools
- c. Support the design and development of the JLENS Target and Mission Scenario Signature Generation Toolset
- 2.1. The contractor shall design, build, integrate and test a digital real-time JLENS Stimulator, leveraging from past experience and available Government-owned models and tools. The contractor shall design a Stimulator using a flexible architecture that can be reconfigured to meet evolving JLENS system design characteristics without major redesign and recoding. The Contractor shall develop and deliver a System Requirement Specifications (SRS) (CDRL A001) and a Software Design Description (SDD) (CDRL A002). The contractor shall prepare trade studies to ensure that the design and development process is consistent with the JLENS objectives and requirements. (CDRL A003).
- 2.1.1. The contractor shall deliver the stimulator fully assembled, integrated and tested. The contractor shall provide support hardware that is required to integrate the stimulator. The contractor shall design a Stimulator to be portable, self-contained and provide required interfaces to the ILENS tactical system components. The ILENS

Stimulator hardware suite shall be comprised of Commercial Off-the-Shelf (COTS) and Government-furnished Equipment (GFE). The COTS equipment shall be packaged for transport via commercial and military modes of travel. The Stimulator shall be capable of operating in the JLENS Processing Station shelter environment. The contractor shall provide the Stimulator physical 'footprint' and heating, cooling, and power requirements to the government and shall determine if the Processing Station equipment shelter has adequate space and heating, cooling, and power supply margins to host the Stimulator.



2.1.8 The contractor shall prepare a Software Version Description for each Stimulator build. (CDRL A005).



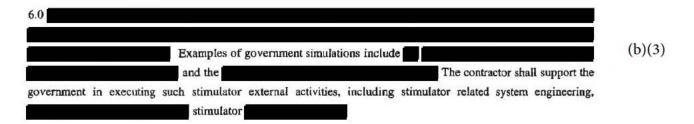
- 2.2 The contractor shall support the development of mission analysis tools for the JLENS Stimulator in support of a System of Systems Integrated Fire Control Test Bed.
- 3.0 The contractor shall develop and submit a Stimulator Test Plan that addresses System Acceptance Test with associated Test Procedures. (CDRL A006). The contractor shall prepare Test Reports for Stimulator and program level tests supported by the Stimulator. (CDRL A007).

4.0 (b)(3)

The contractor shall develop and submit training plan documentation including System User

Manuals. (CDRL A008). The contractor shall train the government staff in Stimulator operation.

5.0 The contractor shall develop and submit a Stimulator Integrated Support Plan (CDRL A009) to address system support planning. The contractor shall prepare plans describing procedures for integration of the stimulator with tactical components and external simulations at select test sites. This task includes building a separate copy of the Stimulator (both hardware and software) for use by the Product Assurance, Test and Logistics Division, for operational testing and training.



7.0 The contractor shall support modifications to the Stimulator as directed by the Government. The contractor shall develop and follow documented Configuration Management processes and procedures in order to establish and maintain Stimulator attributes traceable to the requirements and design documentation. The contractor shall develop and follow documented Data Management processes and procedures in order to assure quality of Stimulator data including deliverables.

8.0 The contractor shall provide team members to working groups and integrated product teams. This effort shall include support of IV&V of the JLENS System.

9.0 The contractor shall prepare and provide a Funds and Man-Hours Expenditure report (CDRL A010) and a Contract Funds Status Report. (CDRL A011). The contractor shall prepare status reports describing accomplishments during the reporting period, progress against milestones, problems encountered, and plans for the next reporting period. (CDRL A012).

Section E - Inspection and Acceptance

# CLAUSES INCORPORATED BY REFERENCE

52.246-8

Inspection Of Research And Development Cost Reimbursement

MAY 2001

#### Section F - Deliveries or Performance

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I

Stop-Work Order (Aug 1989) - Alternate I

**APR 1984** 

52.247-34

F.O.B. Destination

NOV 1991

#### CLAUSES INCORPORATED BY FULL TEXT

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0001 and 0002 within nineteen (19) months after the effective date of the contract.
- b. CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0003 and 0002 within twenty-four (24) months after the effective date of the option exercise.
- c. CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0004 and 0002 within twenty-four (24) months after the effective date of the option exercise.

#### DELIVERY OF DATA:

- a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the Technical Monitor.
  - b. Acceptance by the Government of all items delivered hereunder shall be at destination.



#### ACCOUNTING AND APPROPRIATION DATA

AA: 215 2040 5Q 5Q17 P172419E55 255Y ER5D731500 S01021 ER5D731500/54KJLE/4K0000

AMOUNT: \$706,000.00

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

**DEC 1991** 

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 contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the 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. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.
- e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, subject to the withholding reserve of the contract clause titled "Fixed Fee."
- f. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

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

<u>CONTRACT ADMINISTRATION</u>: Administration of this contract will be performed by the cognizant office as shown in Block 24, Page 1, of SF 33. 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.

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

#### CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:		
ORGANIZATION CODE:	SMDC-CM-CN	SFAE-MSLS-CMDS-JLN-Ed
TELEPHONE NUMBERS:		
COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

INDS

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

#### a. CLIN 0001:

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

\$ 1,792,489

- (2) Amount Allotted Under the LOF Clause for Payment of Costs:
- (3) Amount Separately Obligated for Payment of Fee:



\$706,000

(b)(4)

(5) Net Amount Required for Full Funding:

\$1,086,489

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

1 Nov 05

Section H - Special Contract Requirements

#### GOVERNMENT FURNISHED PROPERTY

The Government Furnished Equipment (GFE) included in the attachment list in Section J will be used in the performance of the contract.

Any government furnished property or equipment used or purchased during the period of performance of the contract or upon termination shall remain in the government's possession and the government will retain title.

## ORGANIZATIONAL CONFLICT OF INTEREST:

- a. The effort to be performed under this contract may require access to the proprietary information of other companies and consequently creates a potential significant conflict of interest as set forth in FAR 9.505-4. It is the intention of the Government to prevent creation of an unfair competitive advantage as a result of knowledge gained through access to proprietary information. Consequently, when access to proprietary information of other companies is required, the contractor shall (1) enter into a written agreement with the other companies to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (2) refrain from using such proprietary information for any purpose other than providing advisory and assistance services to the Government under this contract. In addition, the contractor shall (1) inculcate upon its employees, through appropriate means such as formal training and promulgation of company policies and procedures, the principles of FAR Subpart 9.5, so that employees will refrain from using or disclosing proprietary information except as provided herein; and (2) obtain from each of its employees, whose responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which in substance shall provide that such employee will not, during his employment by the contractor or thereafter, disclose to other than the contractor's employees or sponsor, or use any such proprietary information to which the employee had access in connection with the work under this contract.
- An executed copy of all proprietary information agreements shall be furnished to the contracting officer within fifteen (15) calendar days of execution.
- c. The contractor shall hold the Government harmless and indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of third party proprietary information by the contractor, its employees, subcontracts, or agents.
- d. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest (or the potential therefor) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.
- e. The contractor shall include a clause which includes paragraphs a. and b. in all subcontracts which may require access to proprietary information of other firms. When paragraph b. above is included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contractor.

#### OPTION

Any or all of Option CLINs 0003 and 0004 may be exercised at the unilateral option of the Government, by the contracting officer through the issuance of a unilateral modification to this contract. The parties agree the option

shall be considered to have been exercised, for the purpose of this contract, at the time the Government issues the modification.

Option I, CLIN 0003, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, will be used to exercise CLIN 0003.

(b)(d)

Option II, CLIN 0004, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, will be used to exercise CLIN 0004.

If the Government exercises an option, all contractual terms and conditions shall apply during the option period. The total duration of this contract, including the exercise of options, shall not exceed sixty-seven (67) months.

The contractor shall incur no costs chargeable to the option until the contracting officer has provided written notification that the option has been exercised. The exercise of any portion of the options must be accomplished in accordance with the requirements of this clause.

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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:



POSITION
Task Lead
Program Manager
Technical Director
Task Lead
Technical Advisor

(b)(b)

#### 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-Ed (b) (6) 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:
- 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.
- 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-IM-PA 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.

(b)(b)

- (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.

## 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

SFAE-MSLS-CMDS-JLN-Ed

- 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.

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.

#### 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 <a href="http://www.smdc.army.mil/Contracts/Contracts.html">http://www.smdc.army.mil/Contracts/Contracts.html</a> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, 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 27.305-3(e), 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.

SOFTWARE LICENSE: In addition to the rights stipulated in DFARS 252.227-7014 clause hereof, when software is to be delivered with other than unlimited rights in the government, the contractor shall obtain all such software licenses in the Government's name. In addition to other rights stated in this contract, it is agreed that the Government shall have the right to rehost software on Government computers.

## 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.

# 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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	
32.203-0	Improper Activity	3.41 1227
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	JUN 2003
02.200 12	Transactions	001.2000
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	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform 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 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	
32.213 10	(PRB) Other than Pensions	001 1777
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other	OCT 1997
	Than Cost or Pricing Data—Modifications (Oct 1997) - Alternate II	
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
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	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans	DEC 2001
	of the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
ACCUMENTAL OF A	Infringement	
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	APR 1984
52.227-11	Patent RightsRetention By The Contractor (Short Form)	JUN 1997
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52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	1
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	ChangesCost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	<b>MAR 2005</b>
52.244-5	Competition In Subcontracting	<b>DEC 1996</b>
52.244-6	Subcontracts for Commercial Items	<b>DEC 2004</b>
52.245-5	Government Property (Cost-Reimbursement Time-And-	<b>MAY 2004</b>
	Materials, Or Labor Hour Contracts)	3
52.249-6	Termination (Cost Reimbursement)	<b>MAY 2004</b>
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	<b>DEC 2004</b>
	Contract-Related Felonies	
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	
	The Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7013	Rights in Noncommercial Computer Software and	JUN 1995
232.221-1014	Noncommercial Computer Software Documentation	3014 1773
252.227-7015	Technical DataCommercial Items	NOV 1995
252.227-7015	Rights in Bid or Proposal Information	JUN 1995
252.227-7010	Validation of Asserted RestrictionsComputer Software	JUN 1995
252.227-7019	Technical DataWithholding Of Payment	MAR 2000
	PatentsSubcontracts	APR 1984
252.227-7034		
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	PatentsReporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995

252.235-7011	Final Scientific or Technical Report	<b>NOV 2004</b>
252.243-7002	Requests for Equitable Adjustment	<b>MAR 1998</b>
252.244-7000	Subcontracts for Commercial Items and Commercial	<b>MAR 2000</b>
	Components (DoD Contracts)	
252.245-7001	Reports Of Government Property	<b>MAY 1994</b>
252.247-7023	Transportation of Supplies by Sea	<b>MAY 2002</b>
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

# 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)

## Section J - List of Documents, Exhibits and Other Attachments

## CLAUSES INCORPORATED BY FULL TEXT

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

# SECTION J - LIST OF ATTACHMENTS

<b>IDENTIFIER</b>	TITLE	DATE	# OF PAGES
Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	22 Dec 2004	12
Attachment 1	Contract Security Classification Specification, DD Form 254	24 Sept 2004	5
9.4			
Attachment 2	Government Furnished Property List	5 Jan 2005	1

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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM  System Require	ments Specifica	tion	1736.00 3013	a. SUBTITLE Hardware/Software Specifications							
	Acquisition Document No.) SDMP-81465A	5. CONT	RACT REFERENCE SOW Para.	2.1	6. REQUIRING OFFICE SFAE-A	SMD-J	LN		18. ESTIMATED TOTAL PRICE			
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1. DATA ITEM NO.	2. TITLE OF DATA ITEM	1			3. SUBTIT	LE					17. PRICE GROUP
A003	Technical Rep	ort - Stud	y/Services		Trade	Studies					
4. AUTHORITY (Data : DI-	Acquisition Document No.) -MISC-80508A	EFERENCE SOW Para 2.1		6. REQUIR	SFAE-A	ASMD-J	LN		18. ESTIMATED TOTAL PRICE		
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4. AUTHORITY (Da	ta Acquisition Document No., DI-MISC-80048		5. CONTRACT F	SOW Para. 2.1.7		6. REQUIRING OFFICE	ASMD-J	LN	٦¦	18. ESTIMATED TOTAL PRICE	
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D. SYSTEM/ITE	M ENS Stimulator	1.77	E. CONTRAC		F. CON	$\dashv$				
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Software Versi	м		3 0 0120	3. SUBTITI	ACCORDED TO SERVICE SERVICES	,			17. PRICE GROUP
4. AUTHORITY (Data D)	Acquisition Document No., I-IPSC-81442A	) 5	CONTRACT RE	FERENCE SOW Para. 2.1.8		6. REQUIRING OFFICE SFAE-	ASMD-J	LN		18. ESTIMATED TOTAL PRICE
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16. REMARKS		.1.					1	3		(b)(6)
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code builds of	modeling and sim	ulation soft	ware shall b	ode builds and exe e delivered 30 day ntation for all inter	s prior					1
releases of soft	ware shall be deli	vered upon	release. Co	entractor format acc	eptable.					1
Media: The government of the software and described in the softwar	ent will specify the	e media on	which the co	ontractor shall furn tape, etc.).	ish				-,	l
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D. SYSTEM/ITEI JLI	ALC:		E. CONTRAC	CASHIOI CONTRACT	F. CON Deci		]			
A006	2. TITLE OF DATA ITEN  Test Plan	1			3. SUBTIT	led Test Plan				17. PRICE GROU
. AUTHORITY (Data	 Acquisition Document No.) I-NDTI-80566		5. CONTRACT RE	FERENCE SOW Para. 3.0		8. REQUIRING OFFICE	ASMD-J	LN		18. ESTIMATED TOTAL PRIC
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6. REMARKS								3		(h)(c)
The contractor	shall submit test p	olans for	Stimulator de	velopment and acc 5 days prior to each	eptance		-			(b)(6)
The contractor	shall submit test practor format acce	lans for	analysis and e	valuation support a	S					1
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which uses the	shall submit test p Stimulator to supp nat acceptable.	olans 90 c port pre-t	lays prior to e est, test condu	ach JLENS program act, and post-test ac	n test tivities.					1
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D. SYSTEM/ITEM	и ENS Stimulator		E. CONTRAC	T/PR NO. 05-C-012			TRACTOR el Research,	Tnc			ļ
1. DATA ITEM NO.	2. TITLE OF DATA ITEM	1	WJIIJM	05 C 012		S. SUBTIT		Inc.	-		17. PRICE GROUP
A007	Test / Inspectio		s				and Test Reports				
4. AUTHORITY (Data DI-	Acquisition Document No.) -NDTI-80809B		5. CONTRACT R	SOW Para.	. 3.0		6. REQUIRING OFFICE SFAE-A	ASMD-J	ILN	18, ESTIMATED TOTAL PRICE	
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16. REMARKS									3		1 (1)(0)
The contractor	shall submit Quic n tests which are s	k Look F	Reports 48 ho	urs after Sti	mulator a	nd Look					(b)(6)
Reports shall no	ot exceed three pa	ges. App	proval is not r	equired.	ie Quick	LOOK					1
The contractor	shall submit a Te	st Report	for each Stin	nulator and	JLENS						1
post-test activit	hich the Stimulato ies. The contractor t supported by the	or shall al	so submit a t	est report for	r each an	alysis					ļ
reports 30 days	after each test.										I
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The contractor testing.	shall submit a fin	al test rep	port 30 days a	fter comple	ting Stim	ulator					l
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D. SYSTEM/ITEM JLI	M ENS Stimulator		E. CONTRACT/ W9113M-05		100000000000000000000000000000000000000	RACTOR Del Research,	Inc.			
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Software User		tiii.		3. SUBTITI	LE				17. PRICE GROUP
4. AUTHORITY (Data	Acquisition Document No.) -IPSC-81443A		5. CONTRACT REFE	ERENCE SOW Para 4.0		6. REQUIRING OFFICE SFAE-A	SMD-I	T N	-	18. ESTIMATED TOTAL PRICE
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D. SYSTEM/ITE	EM LENS Stimulator		E. CONTRAC W9113M-0	CT/PR NO. 05-C-0128		TRACTOR bel Research,	Inc	•		
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM				3. SUBTIT	LE				17. PRICE GROU
4. AUTHORITY (Date	a Acquisition Document No., DI-ILSS-80395		5. CONTRACT REFERENCE SOW Para. 5.0			6. REQUIRING OFFICE SFAE-A	SMD-J	ILN		18. ESTIMATED TOTAL PRICE
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b. Equipment	4.54	lator, incl	uding cost, q	uantity, and require	d					1
c. Training pl	an for the Stimulat	or.								İ
	nt plan for the Stim d integrate system			fic information req	uired to					
e. Manuals an be delivered w	nd documentation r	equired fo	or system ope	erations and mainter	nance to					
f. Recommend months.	ded spares list to s	upport Sti	mulator oper	ation for a period o	f 12					1
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A010	Funds Manhour	Expendit	ure Report (I	FMER)						
4. AUTHORITY (Data D	Acquisition Document No., I-FNCL-80331	)	5. CONTRACT F	SOW Para. 9	0.0	6. REQUIRING OFFICE SFAE-A	ASMD-J	ILN		18. ESTIMATED TOTAL PRICE
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A011	Contract Funds S	Status Rep	oort							
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A. CONTRACT L		B. EXHI		C. CATEGORY:						1
D. SYSTEM/ITE			The state of the s	ACT/PR NO.	F. CON	TRACTOR				1
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A012	Contractor's Pro	gress, St	atus, and Ma	anagement Report	Month	nly Status Report				
4. AUTHORITY (Data DI	Acquisition Document No.) -MGMT-80227	5. CONTRACT REFERENCE SOW Para. 9.		SOW Para. 9.0		6. REQUIRING OFFICE SFAE-	ASMD-J	ILN		18. ESTIMATED TOTAL PRICE
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Harrison exercises			Att	tachment	1			The of State of the	
DEPARTMENT		( 50 )				ARANCE AND SAFE			
.CONTRACT SECURITY CLAS	SIFICATION	SPECIF	ICATION	0. 1	FACIL	ITY CLEARANCE REQUIRED			
(The requirements of the DoD	Industrial Sec	urity Mar	nual anniv	b.	LEVE	L OF SAFEGUARDING REQU	IRED		(b)(7)
to all security asp			idai appiy						(e)
2. THIS SPECIFICATION IS FOR: (X			licable)	3.	THI	S SPECIFICATION IS	S: (X and compl	ete as applicable)	
a. PRIME CONTRACT NUMBER						2. ORIGINAL (Complete date)	in all cases)	Date (YYMMDD)	7
x RFP W9113M-05-R-0008				X	_			040924	
b. SUBCONTRACT NUMBER						h Revised (Supersedes all previous specs)	Revision No.	Dale (YYMMDD)	
						as provious species			
c. SOLICITATION OR OTHER NUMBER	Due Dat	e (YYMMDI	0)	c. 1	FINAL	(Complete Item 5 in all cases)		Dale (YYMMDD)	1
								272	
4. IS THIS A FOLLOW-ON CONTRAC		YES		Yes, complete the		owing:			7
Classified material received or generated under#  5. IS THIS A FINAL DD FORM 254?	receding Contract N	lumber) is to YES	X NO. II	Yes, complete th	ct.	minn,			-
In response to the contractor's request dated	L					vized for the period of		7 - 4	1
6. CONTRACTOR (Include Commerce	ial and Goven	nment E	ntity (CAGE	) Code)	a mon-o	account the period of			1
& NAME, ADDRESS, AND ZIP CODE				b. CAG	E CO	DE C. COGNIZAN	T SECURITY O	FFICE (Name, Address,	
DECIBEL RESEARCH INC.				3B2J2		and Zlp Code)			
P.O. BOX 5368						Defense Sec	urity Service		
HUNTSVILLE, AL 35814						Southeast Re	egion, Huntsv	ille Field Office	
						3216 Little J	ohn Road		
(A. 1915-14 (A.) (A.)						Redstone Ar	senal, AL 35	898	
7. SUBCONTRACTOR		4							
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE	E COI		T SECURITY O	FFICE (Name, Address,	
- Size of						and Zip Code)		9.00	1
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8. ACTUAL PERFORMANCE									1
a. LOCATION				b. CAG	ŝΕ		T SECURITY OF	FFICE (Name, Address,	
Collaterial Access: Same as bloo	k 6.a.			CODE		and Zip Code)			
		-							(1.)
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9. GENERAL IDENTIFICATION OF TH	IIS PROCURI	EMENT							(e)
Systems Engineering								A.E.	+
10. THIS CONTRACT WILL REQUIRE AC	CESS TO:	YES	NO 11.	IN PERFOR	MINO	THIS CONTRACT, TH	E CONTRACTO	R WILL: YES NO	1
a. COMMUNICATIONS SECURITY (COMSEC) INFOR			a. F	HAVE ACCESS T	TO CL	ASSIFIED INFORMATION ON	LY AT ANOTHER		Π
b. RESTRICTED DATA		-				LITY OR A GOVERNMENT AC DOCUMENTS ONLY	IIVIIY		-
C. CRITICAL NUCLEAR WEAPON DESIGN INFORMAT	TION				100000	ATE CLASSIFIED MATERIAL			H
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d. FORMERLY RESTRICTED DATA			0. F	ADDIOATE, MOI	UIFT,	OR STORE CLASSIFIED HAR	NOWARE		
e. INTELLIGENCE INFORMATION:			e. P	PERFORM SERV	ICES	ONLY			120
(1) Sensitive Compartmented Information (SCI)						CLASSIFIED INFORMATION			(b)
(2) Non-SCI						DSSESSIONS AND TRUST TE ISE THE SERVICES OF DEFE		OR-	(7)(e
for some and						C) OR OTHER SECONDARY			
I. SPECIAL ACCESS INFORMATION			h. F	REQUIRE A COM	ISEC /	ACCOUNT			1
- NATO INFORMATION				AVE TEMPERAT	DECL	DEMENTO			
g. NATO INFORMATION h. FOREIGN GOVERNMENT INFORMATION				AVE TEMPEST F		CURITY (OPSEC) REQUIRER	ACAITS.		4
I. LIMITED DISSEMINATION INFORMATION					_	SE THE DEFENSE COURIER			ł
. CHITED DISSEMILATION INFORMATION			K. D	L AUTHURIZED	, 100	SE THE DEPENSE COUNTER	JENVICE .		
J. FOR OFFICIAL USE ONLY INFORMATION			1. C	THER (Specify)				- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	
k. OTHER			Se	e Item 13				Į.	
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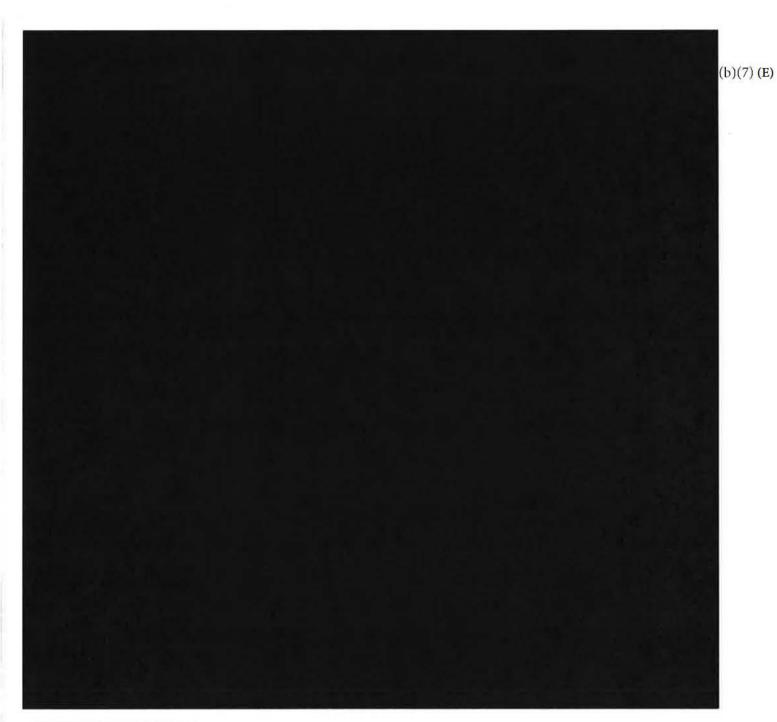
Previous editions are obsolete.

# Attachment 1

12. PUBLIC RELEASE. Any information (classified or unclassified Security Manual or unless it has been approved for public release by approved to public rele	ed) pertai opropriate	ning to this contract shall not be released for public dissemination except as provided by the Industrial e.U.S. Government authority. Proposed public releases shall be submitted for approval prior to release
Program Execu	utive (	Officer Air, Space and Missile Defense, P.O. Box 1500, Huntsville, AL
35807-3801		
PUBLIC RELEASE OF INFORMATION CO	NCE	RNING ANY ASPECT OF THIS CONTRACT IS PROHIBITED.
To the Directorate for Freedom of Information and Security Review, Office of		
other contributing factor indicates a need for changes in this guidance, the classification assigned to any information or material furnished or g identified below. Pending final decision, the information involved shall t	ce neede the contr enerated be handle	d for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any actor is authorized and encouraged to provide recommended changes; to challenge the guidance or lunder this contract; and to submit any questions for interpretation of this guidance to the official and protected at the highest level of classification assigned or recommended. (Filt in as dence, any documents/guides/extracts referenced herein. Add additional pages as needed to
The contractor will have access to (b) (7)(E) facilities, which have been approved by the		Information ONLY at other contractor and government 7)(E)
(b) (7)(E) information will no	ot be	released to DTIC.
The following guides relate to this effort:		
(b) (7)(E)		. 1
14. ADDITIONAL SECURITY REQUIREMENTS. Reg	uiramani	s. in addition to ISM requirements, are established for this contract. (If yes.
identify the pertinent contractual clauses in the contract document itself, o		[18] (전통) (전통) (전통) (전통) (전통) (전통) (전통) (전통)
requirements. Provide a copy of the requirements to the cognizant secur	ity office.	Use Item 13 if additional space is needed.)
(b) (7)(E)		- See Block 13, Remarks
15. INSPECTIONS. Elements of this contract are outside the inspec	tion resn	
specific areas or elements carved out and the activity responsible for insp		
		30.00
16. CERTIFICATION AND SIGNATURE. Security requir	ements	stated herein are complete and adequate for safeguarding the classified
information to be released or generated under this classified effort.	All ques	stions shall be referred to the official named below.
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TIT	LE c. TELEPHONE (Include Area Code)
(b) (6)	(b) (	(256) 955-2438
d ADDDECC (Include Tin Code)	4	DESCRIPTION OF THE PROPERTY OF
d. ADDRESS (Include Zip Code)		REQUIRED DISTRIBUTION  I a. CONTRACTOR
JLENS Project Office	Х	b. SUBCONTRACTOR
ATTN: SAFE-ASMD-JLN	v	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
P.O. Box 1500 Huntsville, AL 35807-3801	Х	V. SSAMENTI GEOGRAFI OFFICE FOR THINGE AND SUDOUTTRACTOR
e. SIGNATURE		d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
	Х	e. ADMINISTRATIVE CONTRACTING OFFICER
(b) (6)		^
	Х	f. TMO

DD Form 254 Reverse, DEC 90

(b)(7)(e)



# REFERENCE BLOCK 111:

# a. Use of Non-U.S. Citizens:

(1) Prior approval to use non-U.S. citizens on this contract must be obtained from the PEO ASMD Contracting Officer (CO) and PEO ASMD Foreign Disclosure Officer (FDO). However, if approval is granted, U.S. export Laws still apply and the contractor must obtain required export licenses. When requesting non-U.S. citizen access to the contract include the individual's full name, date and place of birth, social security account number and official status within the U.S.

- without an approved export license.
- (3) Sub-contracting with foreign industry is not allowed unless approved by the USASMDC CO and the PEO ASMD FDO. Foreign sub-contractors must agree that only citizens of their country or the U.S. will be allowed to perform on the contract. The U.S. Contractor is responsible for obtaining export licenses and providing the license number to the USASMDC CO and PEO ASMD FDO.
- (4) The contractor is not authorized to release information, orally, visually, or documentary to anyone not associated with this contract.
- c. All questions regarding security requirements indicated herein will be referred to the Program Security Manager of the Contracting Officer.

Items	Qty	Unit Price	Total Price	
KIND OF STREET	17 47 7		1116	(b)(4)
			4 43	
			14.	(b)(3)
- , , ,		Grand Total		

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

2. AMENDMENT/MODIFICATION NO.	3. BPPECTIVE DATE	4. REQUISITION/PURCHASE REQ NO		1. PROJECT NO (If applicable)
P00001	09-Dec-2005	75.		
6 ISSUED BY CODE	W9113M	7. ADMINISTERED BY (If other than item 6	(i) COD	DE S0107A
US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM-SN PO BOX 1500 HUNTSVILLE AL 35807-3801	(WO) TOWN	DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		
8. NAME AND ADDRESS OF CONTRACTO DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 33814-5388	R (No., Street, County, S	tate and Zip Code)	9A. AMENDME 9B. DATED (SE	EITEM 11)
			x 10A, MOD, OF 6 W9113M-05-C	
CODE 3B2J2	FACILITY COL	DE	X 04-Apr-2005	
		APPLIES TO AMENDMENTS OF SOL	ICITATIONS	
Offer must acknowledge receipt of this amendment p  (a) By completing Items 8 and 15, and returning  or (c) By separate letter or telegram which includes a  RECEIVED AT THE PLACE DESIGNATED FOR T  REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the	cupies of the amendme reference to the solicitation and HE RECEIPT OF OFFERS PI amendment you desire to chan	nt; (b) By acknowledging receipt of this amendment if amendment numbers. PAILURE OF YOUR AC RIOR TO THE HOUR AND DATE SPECIPIED go an offer already submitted, such change may b	ent on each copy of the offer s CKNOWLEDGMENT TO BE MAY RESULT IN se made by telegram or letter,	
12. ACCOUNTING AND APPROPRIATION D See Schedule	ATA (If required)			
		O MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN F		
A. THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10A		uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE MAD	DE IN THE
B, THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FORT				hanges in paying
C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO PUR	SUANT TO AUTHORITY OF:		
D. OTHER (Specify type of modification and FAR 52.232-22 Limitation of Funds	authority)			
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuing	office.
DESCRIPTION OF AMENDMENT/MODIF where feasible.)     Provides FY06 incremental funding in the a		The second secon	tation/contract subject m	atter
Except us provided herein, all terms and conditions of the d	ocument referenced in frem 9A	or 10A, as heretofore changed, remains unchange	ed and in full force and effect.	
ISA. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO	EMAIL:	R (Type or print)
ICD CONTENT OFFICE OFFICE OF	ISC. DATE SIGNED			IGC. DATE SIGNED
SB. CONTRACTOR/OFFEROR	ISC. DATE SIGNER	BY BY	RICA	09-Dec-2005

EXCEPTION TO SF 30 APPROVED BY ORM 11-84

30-105-04

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

### SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed:

From:

DELIVERY DATE

To:

DELIVERY DATE

19 mths. ADC

04-NOV-2006

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 \$500,000.00 from \$706,000.00 to \$1,206,000.00.

CLIN 0001:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$500,000.00 from \$0.00 to \$500,000.00

The contract ACRN AB has been added.

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 (Basic)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,792,489	\$0	\$1,792,489
Total Amount Allotted Under LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
4. Total Amount Altotted and Obligated:	\$706,000	\$500,000	\$1,206,000
5. Net Amount Required for Full Funding:	\$1,086,489	(\$500,000)	\$586,489

(4)

Estimated Period of Performance the Allotted Amount Will Cover:

15 Apr 06

(End of Summary of Changes)

AMENDMENT OF SOLIC	ITATION/MODI	FICATION OF CONTRACT		1 CONTRACTID CODE	PAGE OF PAGE
AMENDMENT OF SOLIC	TATIONNIODI	HEATION OF CONTRACT		· U	1   2
AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		S. PROJECT	NO (Ifapplicable)
200002	01-Feb-2006				
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item 6)		CODE SO10	7A
US ARMY SPACE & MISSILE DEFENSE COMMAND SMOC-RDCM-SN PO BOX 1500 HUNTSVILLE AL 35807-3801		DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001			
NAME AND ADDRESS OF CONTRACT	OR (No., Street, County,	State and Zip Code)	9/	A. AMENDMENT OF SO	LICITATION NO
P.O. BOX 5368 HUNTSVILLE AL 35814-5368				B. DATED (SEE ITEM 1	*/
			_	A. MOD. OF CONTRAC 9113M-05-C-0128 B. DATED (SEE ITEM	
ODE 3B2J2	FACILITY CO	DF		-Apr-2005	13)
		APPLIES TO AMENDMENTS OF SOLI	CITAT	IONS	-
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	es a reference to the solicitation OR THE RECEIPT OF OFFERS its amendment you desire to ch	PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	ACKNON MAY For made b	WLEDGMENT TO BE RESULTIN by telegram or letter,	
ACCOUNTING AND APPROPRIATION See Schedule	N DATA (If required)				
	경기를 가득하는 사람이 되었다. 그렇게 하면 하는데 없는데 없다.	TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITE		CRS	
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10		authority) THE CHANGES SET FORTH	IN ITE	M 14 ARE MADE IN T	HE
	ORTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA	Æ CHA R 43.10	NGES (such as changes in 3(B).	n paying
C. THIS SUPPLEMENTAL AGREEMEN	I ISENTERED INTO P	URSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification : Unilateral: FAR 52.232-22 Limitation of Fu		Y			
IMPORTANT: Contractor is not,	X is required to sig	on this document and return	copies	to the issuing office.	
DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number:	DIFICATION (Organized	by UCF section headings, including solici	itation/	contract subject matter	
cremental funding in the amount of \$520,	100 is hereby obligated t	for CLIN 0001.			
*		4			
					(4)
pt as provided herein, all terms and conditions of the	ne document referenced in Item	9A or 10A, as heretofore changed, remains unchan	ged and i	n full force and effect.	
A. NAME AND TITLE OF SIGNER (Type		16A, NAME AND TITLE OF CONTELL		TING OFFICER (Type o	or print)
3. CONTRACTOR/OFFEROR	15C. DATE SIGNED			160	DATE SIGNED
(Signature of person authorized to sign)	_	(Signature of Contracting Off	icer)	01	-Feb-2006
CEPTION TO SF 30		30-105-04		STANDARD FO	DM 20 (Pay 10.8

30-105-04 0000 42

STANDARD FORM 30 (Rev. 10-83)

### SUMMARY OF CHANGES

# SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$520,100.00 from \$1,206,000.00 to \$1,726,100.00.

# CLIN 0001:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$520,100.00 from \$500,000.00 to \$1,020,100.00

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 (Basic)	FROM	CHANGE	TO
Amount Required for Full Funding:	\$1,792,489	\$0	\$1,792,489
2. Total Amount Allotted Under LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
4. Total Amount Allotted and Obligated:	\$1,206,000	\$520,100	\$1,726,100
5. Net Amount Required for Full Funding:	\$586,489	(\$520,100)	\$66,389

(b)(4)

Estimated Period of Performance the Allotted Amount Will Cover:

15 Sept 06

(End of Summary of Changes)

AMENDMENT OF SOLIC	TTATION/MODI	FICATION OF CONTRACT	1. CONTRAC	LID CODE	PAGE OF F	PAGES
AMENDMENT OF SOLIC	TIATION/MODI	FICATION OF CONTRACT	U		1	3
2, AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO (Ifapplicab	le)
900003	20-Jul-2006					
ISSUED BY COD	B W9113M	7. ADMINISTERED BY (Ifother than item6)	CC	DE 8010	7A	
US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM-S PO BOX 1500 HUNT SVILLE AL 35807-3801		DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001				
NAME AND ADDRESS OF CONTRACT	OR (No., Street, County,	State and Zip Code)	9A. AMENDA	ENT OF SO	LICITATION	NO.
P.O. BOX 5368 HUNTSVILLE AL 35814-5368			9B. DATED (S	EE ITEM I	1)	
			X 10A. MOD. OI W9113M-05-0	CONTRAC -0128	T/ORDER N	0.
			10B. DATED	(SEE ITEM	13)	
DDE 3B2J2	FACILITY CO		X 04-Apr-2005			
The above numbered solicitation is amended as so		APPLIES TO AMENDMENTS OF SOLIC	is extended,	is not exte	1.7	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includ RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of	copies of the amendme es a reference to the solicitation OR THE RECEIPT OF OFFERS his amendment you desire to ch	cified in the solicitation or as amended by one of the cit; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be diment, and is received prior to the opening hour are	nt on each copy of the o CKNOWLEDGMENT MAY RESULTIN e made by telegram or le	то ве		
. ACCOUNTING AND APPROPRIATIO	N DATA (If required)					
	SITEM APPLIESONLY	TO MODIFICATIONS OF CONTRACTS	ORDERS.			
IT M	ODIFIES THE CONTRA	CT/ORDER NO. AS DESCRIBED IN ITE	M 14.			
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 1		authority) THE CHANGES SET FORTH	IN ITEM 14 ARE	MADE IN T	HE	
	ORTH IN ITEM 14, PUR	ISUANT TO THE AUTHORITY OF FAR	E CHANGES (such R 43.103(B).	as changes in	n paying	
C. THIS SUPPLEMENT AL AGREEMEN	I ISENI EKEDINI OP	URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification FAR 52.232-22 and Sec. H Clause "Option")						
IMPORTANT: Contractor X is not	, is required to sig	on this document and return	copies to the issuin	g office.		
DESCRIPTION OF AMENDMENT/MO where feasible.) Modification Control Number: Provides \$66,389 to fully fund the basic entirety for 24,672 DPPH and provide	ffort (CLIN 0001); exercis	ses Option I (CLIN 0003)	tation/contract sub	iect matter		
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(Signature of person authorized to sign)		(Signature of Contracting Offi	cer)		F-JUF2000	
XCEPTION TO SF 30		30-105-04	STA	NDARD FO	RM 30 (Rev.	10-83)

30-105-04 0000444

# SUMMARY OF CHANGES

### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,918,226.00 from \$1,792,489.00 to \$4,710,715.00.

# SECTION B - SUPPLIES OR SERVICES AND PRICES

# **CLIN 0003**

The option status has changed from Option to Option Exercised.

# 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 \$260,000.00 from \$1,726,100.00 to \$1,986,100.00.

# CLIN 0001:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$66,389.00 from \$1,020,100.00 to \$1,086,489.00

# CLIN 0003:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$193,611.00 from \$0.00 to \$193,611.00

The contract ACRN AB has been added.

# 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 (Basic)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,792,489	\$0	\$1,792,489
Total Amount Allotted Under LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
4. Total Amount Allotted and Obligated:	\$1,726,100	\$66,389	\$1,792,489
5. Net Amount Required for Full Funding:	\$66,389	(\$66,389)	\$0

(4)(4)

CLINs 0003 and 0002 (Option I)	FROM	CHANGE	ТО
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	\$0		
Amount Separately Obligated for Payment of Fee:	\$0		
4. Total Amount Allotted and Obligated:	\$0	\$193,611	\$193,611
5. Net Amount Required for Full Funding:	\$2,918,226	(\$193,611)	\$2,724,615

(b)(4)

(End of Summary of Changes)

A REPORT OF OUR AND ADDRESS OF THE	TA TRONG CONT	TCATION OF COURT LOT		I. CONTRACT	1D CODE	PAGE OF PAGE	s
AMENDMENT OF SOLICI	IATION/MODII	PUCATRUM OF CONTRACT		υ		1   2	
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or (a) By separate letter or telegrape which included a RECEIVED AT THE PLACE DESIGNATED FOR					TO 88		
REJECTION OF YOUR OFFER. Itby virtue of this	and monty ou desire to the	use an othe strendy submitted, such change may b	oc made b	y talegramor let	iter.		
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APPROVED BY ORM 11-84

Prescribed by CSA FAR (48 CFR) 53,243

# SUMMARY OF CHANGES

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

The following have been modified. Changes are shown in bold:

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

# SECTION J - LIST OF ATTACHMENTS

IDENTIFIER Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	DATE 19 July 2006	# OF PAGES 12
Attachment I	Contract Security Classification Specification, DD Form 254	24 Sept 2004	5
Attachment 2	Government Furnished Property List	5 Jan 2005	1

(End of Summary of Changes)

comments regarding Department of Defer Arlington, VA 22202-	CLIN B. Exhibit C. Category  2 A OTDP OTM Other  System/Item E. Contract/PR No F. Contractor  JLENS STIMULATOR W9113M-05-C-0128 DeciBel Research, Inc.  SEQNO 2. Title of Data Item 3. Subtitle  A001 System Requirement Specifications Hardware/Software Specification  Authority (DID) Rev 5. Contract Reference 6. Requiring Office  DI-SDMP-A1465 A SOW Para 2.1 SFAE-MSLS-CMDS-JLN  DD250 Req. LT 9. Dist. ASREQ Blk 16  APP Code A N/A Blk 16  Remarks  C. Category  DeciBel Research, Inc.  S. Subtitle  A SUB Subtitle  A SOW Para 2.1 SFAE-MSLS-CMDS-JLN  DD250 Req. Blk 16  ASREQ Blk 16  ASREQ Blk 16  APP Code A N/A Blk 16  Remarks  C. Category  DeciBel Research, Inc.  S. Subtitle  A Subtitle  A SOW Para 2.1  SFAE-MSLS-CMDS-JLN  Draft Reg Repro  SFAE-MSLS-CMDS-JLNS-PT- 0 3 0  SFAE-MSLS-CMDS-JLNS-PT- 0 3 0  Total Reg Repro  CM  C. Category  DeciBel Research, Inc.  S. Subtitle  A Subtitle  A Subtitle  A Subtitle  A Sow Para 2.1  SFAE-MSLS-CMDS-JLN  Prinal Reg Repro  SFAE-MSLS-CMDS-JLNS-PT- 0 3 0  Addressee SFAE-MSLS-CMDS-JLNS-PT- 0 3 0  Comparison of Co							
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rlington, VA 22202-	4302, and t	to the Office of Manage	ment and Budget, Paperwork Red	luction Project (0704-0188	B), Washington	, DC 205	03. Ple	ease
	our form to	either of these address	es. Send completed form to the G	overnment Issuing Contra	acting Officer fo	or the Co	ntract/	PR NO
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POC.								
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			system operations and					
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D. System/Item
JLENS STIMULATOR   W9113M-05-C-0128   DeciBel Research, Inc.     1. SEQNO   2. Title of Data Item   3. Subtitle     A011   Contract Funds Status Report     3. Authority (DID)   Rev   5. Contract Reference   5. Contract R
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Authority (DID)   Rev
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Blks 12 and 13: Submit concurrent with FMER. Columns 2-10 of Blocks SFAE-MSLS-CMDS-JLNS-PT- 12, 13, and 14 shall be headed to show a 6 month "rolling window" CM
The contractor shall submit the CFSR in electronic format compatible with Microsoft Office.
15. Total 0 3

ublic reporting burd earching existing do omments regarding repartment of Defer	den for this ata sources this burder ase, Washir	collection of information , gathering and maintain n, estimate or any other ngton Headquarters Se	S LIST (1 Data Item) n is estimated to average 110 hour ining the data needed, and comple r aspect of this collection of informa rvices, Directorate for Information a	s per response, including ting and reviewing the co ation including suggestion and Reports, 1215 Jeffers	ellection of inform ns for reducing son Davis High	riewing in mation. S this burd way, Suit	end en, to e 1204	,
OO NOT RETURN y sted in Block E.	-4302, and rour form to	to the Office of Manage either of these address	ement and Budget, Paperwork Red ses. Send completed form to the G	uction Project (0704-018 overnment Issuing Contr	8), Washington acting Officer fo	, DC 205 or the Co	i03. Ple ntract/l	ease PR NO
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. Prepared B		H. Date 07/17/06	I. Approved By	15. Total		J. Date	3	0

DD Form 1423-1, Jun 90 (Computer Generated) Previous editions are obsolete

AMENDMENT OF SOLIC	ITATION/MODIF	ICATION OF CONTRACT	I CONTRACT	TID CODE	PAGE OF	PAGES 3
AMENDMENT MODIFICATION NO.	3. FEEL TIVE DATE	4 REQUISITION PURCHASE REQUING		5. PROJECT:	NO (Ifapplical	
00005	01-Nov-2006					
ISSUED BY  US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801	<b>W91</b> 13M	7 ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4805, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	co	DDE   S0107	7A	
B. NAME AND ADDRESS OF CONTRACTO DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368	DR (No., Street, County, S	State and Zip Code)	9A. AMENDM 9B. DATED (S			N NO.
			X 10A, MOD, OI W9113M-05-0	2-230-7-7-1272		10.
200			X 04-Apr-2005	(SEE ITEM	13)	
ODE 3B2J2	FACILITY COD	E PPLIES TO AMENDMENTS OF SOLIC				
The above numbered solicitation is amended as set Offer must acknowledge receipt of this amendment (a) By completing floms 8 and 15, and returning orte) By separate letter or relegrants which include RECEIVED AT THE PLACE DESIGNA II:D FO REJECTION OF YOUR OFFER. Thy virtue of th provided each telegram or letter makes reference to	prior to the hour and date speci copies of the amendment s a reference to the solicitation a R THE RECVIPTOF OFFERS P is amendment you desire to chan	fied in the solicitation or as arrended by one of the first of this amendment of the first of th	nt on each copy of the of ACKNOWLEDGMENT DMAY RESULT IN the made by telegram or for	TO BE	dea.	
2. ACCOUNTING AND APPROPRIATION		nent and is received prior to the opening dour a	ind date specified			
See Schedule						
		O MODIFICATIONS OF CONTRACTS T ORDER NO. AS DESCRIBED IN ITE				
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	RSLIANT TO: (Specify au			MADE IN TH	IE	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL AGREEMENT	ORTH IN ITEM 14, PURS	WANT TO THE AUTHORITY OF FA		as changes in	paying	
D. OTHER (Specify type of modification a FAR 52.232-22 Limitation of Funds	and authority)					
IMPORTANT: Contractor X is not.	is required to sign	this document and return	copies to the issuin	g office.		
4. DESCRIPTION OF AMENDMENT MOD where feasible.) Modification Control Number: Provides incremental funding in the amount			itation/contract sub	ject malter		
scept as provided herein, all terms and conditions of th						
5A NAME AND TITLE OF SIGNER (Type	or print)	16A, NAME AND TITLE OF CONTEL	EMAIL EMAIL	CER (Type o	r print)	
5B CONTRACTOR OFFEROR	LSC DATE SIGNED				DATESIC	NED
(Signature of person authorized to sign)	-	(Signature of Contracting Off	icer)	01-	-Nov-2006	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04

000061

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

### SUMMARY OF CHANGES

### SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000301 is added as follows:

ITEM NO SUPPLIES/SERVICES

000301

QUANTITY 1,262.000 UNIT Dollars, U.S. UNIT PRICE

AMOUNT

CPFF

FOB: Destination

**ESTIMATED COST** 

FIXED FEE

TOTAL EST COST + FEE

\$1,262,000.00

ACRN AC

\$1,262,000.00

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003;

**DELIVERY DATE** 

19-JUL-2008

The following have been modified. Changes are shown in bold:

- a. CLINs 0001 0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0001 and 0002 within nineteen (19) months after the effective date of the contract.
- b. CLINs 0003 0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0003 and 0002 within twenty-four (24) months after the effective date of the option exercise, NLT 19 July 2008.
- c. CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0004 and 0002 within twenty-four (24) months after the effective date of the option exercise.



### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,262,000.00 from \$1,986.100.00 to \$3,248,100.00.

# SUBCLIN 000301:

Funding on SUBCLIN 000301 is initiated as follows:

ACRN: AC

Acctng Data: 217 2040 5L 5L68 P172419E555L 255Y 4M7J730100 S01021 4M7J730100/74MJLE/4M

Increase: \$1,262,000.00

Total: \$1,262,000.00

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 0003 and 0002 (Option I)	FROM	CHANGE	TO
Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
Total Amount Allotted Under LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
4. Total Amount Allotted and Obligated:	\$193,611	\$1,262,000	\$1,455,611
5. Net Amount Required for Full Funding:	\$2,724,615	(\$1,262,000)	\$1,462,615

(6)(4)

(End of Summary of Changes)

		ICATION OF CONTRACT		U		1 3
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US ARMY SPACE & MISSILED EF ENSE COMMAND MODE, RDCM. PO BOX 1500 HUNTSYLLE AL 35507-3001		7 ADMINISTERED BY Homer than items; DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENIAL AL 35896-0001		COD	E   S0107	A
NAME AND ADDRESS OF CONTRACTOR	TOR (No., Street, County, S	State and Zip Code)		9A AME <b>NDM</b> E	NT OF SOL	ICITATION NO
P O 60X 5368 HUNTSVILLE AL 35814-5369				98 DATED (SE	EITEMII	
			х	10.A MOD OF C W9113M-05-C-0	CONTRACT	ORDER NO
ODE 3B2J2	FACILITY COD	N:	x	10B DATED (S 04-Apr-2005	EE ITEM I	3)
301. 30232		PPLIES TO AMENDMENTS OF SOLI	CIT.			
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which inclu RECEIVED AT THE PLACE DESIGNATED FREJECTION OF YOUR OFFER. If by virtue of	copies of the amendmen des a reference to the soit citation a OR THE RECEIPT OF OFFERS ? This amendment you desire to chan	reed in the solicitation or as amended by one of it.  (h) By acknowledging receipt of this amendment of amendment for FAILURE OF YOUR - PRIOR TO THE HOUR AND DATE SPECIFIED made at offer already submitted, such change may be them, and is received prior to the opening hour a	ent on ACKI D AIA be mu	i sach copy of the offer NOWLEDGMENT TO IY RESULT IN de by telegramor lette	) BE	
2. ACCOUNTING AND APPROPRIATIO	ON DATA (If required)					
13. THI	SITEM APPLIES ONLY T	O MODIFICATIONS OF CUNTRACTS	S/OR	IDERS.	-	
A THIS CHANGE ORDER IS ISSUED P		T/ORDER NO. AS DESCRIBED IN ITE	nak spilate		ADE IN TH	E.
CONTRACT ORDER NO. IN ITEM	73-80 T. T. T.	and any the control of the control o		11301 11770102 1117	302311	
	FORTH IN ITEM 14, PURS	SUANT TO THE AUTHORITY OF FA			changes in	paying
C. THIS SUPPLEMENTAL AGREEMEN	NT IS ENTERED INTO PU	RSUANT TO AUTHORITY OF:				
D OTHER (Specify type of modification FAR 43.103(A) and mutual agreement of						
IMPORTANT Contractor is no	t, X, is required to sign	this document and return 1	сор	ies to the issuing o	office.	
4. DESCRIPTION OF AMENDMENT /MC where feasible.) Modification Control Number: This modification changes the Technical				on/contract subjec	t matter	
ecept as provided herein, all terms and conditions o						
SA NAME AND TITLE OF SIGNER (Ty	pe or print)	LIGA, NAME AND TITLE OF CO.	NTR		K Type or	print)
SB STATE OF THE ST	IISC. DATE SIGNED	16B ONTED STATES OF AMER	RICA	ЭМА	16C	DATE SIGNED
Signature of person authorized to sign	3/12/07	(Signature of Contracting Off	7		13	mar 07

Prescribed by GSA FAR (48 CFR) 53.243

#### SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

# CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	
NAME:			
ORGANIZATION CODE:	SMDC-CM-CN	SFAE-MSLS-CMDS-JLN	(b)(c)
TELEPHONE NUMBERS: COMMERCIAL:	(11111)		
DEFENSE SWITCHED NETWORK (DSN):			
EMAIL:			

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified;

# PUBLIC RELEASE OF INFORMATION:

The release of information to the public shall be governed by the JLENS Security Classification Guide. Request for release shall be submitted to the PEO Missile and Space, JLENS Product Office, ATTN: SAFE-MSLS-CMDS-JLN, Program Security Manager, P. O. Box 1500 Huntsville, Alabama 35807-3801.

(b)(7

# 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

SFAE-MSLS-CMDS-JLN (b)(b)

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.

(End of Summary of Changes)



AMENDMENT OF SOLICI	MENT OF SOLICITATION/MODIFICATION OF CONTRACT			L CONTRACT ID CODE		ODE	PAGE OF PAGES	
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5P	ROJECTI	NO.((fapplicable)	
ISSUED BY CODE US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801	3APCON W9113M	7. ADMINISTERED BY (Ifother than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35698-0001		СО	PDE	S0107	A	
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. 800x 5368 HUNTSVILLE AL 35814-5368  / DDE 382J2  FACILITY CODE			x	9A. AMENDM 9B. DATED (S 10A. MOD. OF W9113M-05-C 10B. DATED 04-Apr-2005	EE I	TEM II NTRAC 8	T/ORDER NO.	Э.
	FACILITY CO	APPLIES TO AMENDMENTS OF SOLI	_		_			
Offer must acknowledge receipt of this amendment (a) By completing items 8 and 15, and teturning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to	copies of the amendum a reference to the solicitation the RECEIPT OF OFFERS samendment you desire to ch	nt; (b) By acknowledging receipt of this amendma and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI unge an ofter already submitted, such change may b	enton ACKN DMA bermud	each copy of the of OWLEDGMENT Y RESULT IN the by telegram or le	TO BI			
2. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)							
	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT:	SVOR	DERS.	_			
A. THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10 B. THE ABOVE NUMBERED CONTRACT	RSUANT TO: (Specify a A.  F/ORDER IS MODIFIED		IN I	TEM 14 ARE N	-7016	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )		
C. THIS SUPPLEMENT AL AGREEMENT	IS ENTERED INTO P	URSUANT TO AUTHORITY OF:		103(0)		-		
FAR 52,243-2 ALT. V Changes-Cost Rein D. OTHER (Specify type of modification a		agreement of parties.						_
	A CONTRACTOR OF THE CONTRACTOR							
. IMPORTANT: Contractor is not,	X is required to sig	gn this document and return 1	copi	es to the issuin	g offi	ice,		
<ol> <li>DESCRIPTION OF AMENDMENT/MOD where feasible,) Modification Control Number:</li> <li>The Government and the Contractor agree Stimulator Development/HDWIL from the JL March 2007, Pursuant to the Limitation of related to this effort,</li> </ol>	to a Not-To-Exceed (NT BNS Product Office to the	E) amount of \$47,888 for the relocation he Contractor's facility in accordance w	of G	FE and suppor	rt for quest	the JLE	26	
DD Form 254, Contract Security Classificati	on Specification, Revisi	on 2 dated 20 Mar 2007, is hereby inco	orpora	ated into contra	act.			
except as provided herein, all terms and conditions of th		9A or 10 A, as hereto fore changed, remains unchar	_				r orint)	
and the state of t	A. Brand	7				1	• *	
SB CONTRACTOR/OFFEROR	15C, DATE SIGNE	Sec. Sec. Sec. Sec. Sec. Sec. Sec. Sec.	RICA			116C	DATE SIGNED	)
(Signature of person authorized to sign)	- 4/3/200	(Signature of Contracting Of	ricer)				الم المراحد	1
XCEPTION TO SE 30		30-105-04		STA	MD	ARD FO	RM 30 / Rev 10.	92)

APPROVED BY OIRM 11-84

30-105-04

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

### SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0005 is added as follows:

ITEM NO SU

SUPPLIES/SERVICES

QUANTITY

UNIT UNIT PRICE

AMOUNT

0005

Change Order

**CPFF** 

Effort required for relocation of GFE and support for the JLENS Stimulator Development/HDWIL from the JLENS Product Office to the contractor's facility in accordance with Government request dated 26 March 2007.

FOB: Destination

**ESTIMATED COST** 

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$47,888\*

\*NOT-TO-EXCEED (NTE) AMOUNT, INCLUDING FEE, SUBJECT TO DOWNWARD ADJUSTMENT ONLY.

DPPH

SUBCLIN 000501 is added as follows:

ITEM NO 000501 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

PRICE

Change Order

CPFF

Work as set forth in CLIN 0005.

FOB: Destination

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$47,888.00

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0005 and SUBCLIN 000501:

DELIVERY DATE

POP 03-APR-2007 TO 30-SEP-2007

### 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 \$47,888.00 from \$3,248,100.00 to \$3,295,988.00.

### SUBCLIN 000501:

Funding on SUBCLIN 000501 is initiated as follows:

ACRN: AD

Acctng Data: 217 2040 5L 5L68 P172419E555L 255Y 4M7J733000 S01021 4M7J733000/74MJLE/4M

Increase: \$47,888.00

Total: \$47,888.00

The following have been added by full text:

CHANGE ORDER INCREMENTAL FUND

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 at FAR 52.232-22 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.

CLIN 0005	
Amount Required for Full Funding:	\$47,888 NTE
Total Amount Allotted Under LOF Clause for Payment of Costs:	TBD
<ol> <li>Amount Separately Obligated for Payment of Fee:</li> </ol>	TBD
4. Total Amount Allotted and Obligated:	\$47,888
5. Net Amount Required for Full Funding:	TBD

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

The following have been modified. Changes shown in bold:

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

# SECTION J - LIST OF ATTACHMENTS

<b>IDENTIFIER</b>	TITLE	DATE	# OF PAGES
Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	19 July 2006	12
Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 2)	20 Mar 2007	6
Attachment 2	Government Furnished Property List	5 Jan 2005	1

(End of Summary of Changes)

AMENDMENT OF SOLICI			17	1. CONTRACT	ID CODE	PAGEOF	PAGES
	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRA			U		1	3
2 AMENDMENT/MODIFICATION NO	ENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT NO.(I			ble)
900008	28-Jun-2007						
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item 6	6)	co	DE S0107	Ά	
US ARMY SPACE & MISSILE DEFENSE COMMAND		DCMA HUNTSVILLE BUILDING 4505, SUITE 301					
SMDC-RDCM PO BOX 1500		MARTIN ROAD					
HUNTSVILLE AL 35807-3801		REDISTONE ARSENAL AL 35898-0001					
. NAME AND ADDRESS OF CONTRACTO	R (No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SOI	ICITATIO	ON NO.
DECIBEL RESEARCH, INC P.O. BOX 5368				9B. DATED (S	EF PTEM 11	`	
HUNTSVILLE AL 35814-5368				JD. DITT ED (G		,	
			x	10A. MOD. OF W9113M-05-C	CONTRACT	ORDER 1	NO.
			-				
ODE 20212	In . our mass one		- x	10B. DATED 04-Apr-2005	SEETTEM	3)	
ODE 3B2J2	IFACILITY COL	DE APPLIES TO AMENDMENTS OF SOL	ICIT				
The above numbered solicitation is amended as set				is extended,	is not exten	dad	
			<u>Ц</u>		is not exten	ucu.	
Offer must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning		citied in the solicitation or as amended by one o ant; (b) By acknowledging receipt of this amendr		-	Er submitted:		
or (c) By separate letter or telegram which includes	a reference to the solicitation	and amendment numbers. FAILURE OF YOUR	LACK	NOWLEDGMENT			
RECEIVED AT THE PLACE DESIGNATED FOR							
REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to					iter,		
2. ACCOUNTING AND APPROPRIATION	DATA (If required)						
See Schedule							
13. THIS]	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	rs/or	DERS.			
		CT/ORDER NO. AS DESCRIBED IN 17					
A. THIS CHANGE ORDER IS ISSUED PUR		authority) THE CHANCES SET FORTI	IN	TEM 14 ARE N	ADE IN TH	E	
CONTRACT ORDER NO. IN ITEM 10.	A.					(4)	
B. THE ABOVE NUMBERED CONTRACT					as changes in	paying	
office, appropriation date, etc.) SET FO			AR 43	.103(B).			
	IS ENTERED INTO PU						
C. THIS SUPPLEMENTAL AGREEMENT		ORSCANT TO ACTHORITY OF.					
D. OTHER (Specify type of modification a	nd authority)	URSUANI TO AUTHORITI OF.					
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D. OTHER (Specify type of modification at FAR 52 232-22 Limitation of Funds  IMPORTANT: Contractor X is not,  DESCRIPTION OF AMENDMENT/MOD where feasible.)  Modification Control Number:  Provide incremental funding in the amount of	is required to signification (Organized	gn this document and return  Thy UCF section headings, including soli  003 and 0002, Option 1.	icitati	on/contract subj	ect matter		
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### **SUMMARY OF CHANGES**

# SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000301 is added as follows:

ITEM NO SUPPLIES/SERVICES

**OUANTITY** 

UNIT

UNIT PRICE

AMOUNT

000301

108,000

Dollars,

U.S.

**CPFF** 

FOB: Destination

**ESTIMATED COST** 

**FIXED FEE** 

TOTAL EST COST + FEE

\$108,000.00 \$108,000.00

ACRN AC

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 \$108,000.00 from \$3,295,988.00 to \$3,403,988.00.

SUBCLIN 000301:

AC: 217 2040 5L 5L68 P172419E555L 255Y 4M7J730100 S01021 4M7J730100/74MJLE/4M (CIN 

Increase: \$108,000.00

Total: \$108,000.00

# 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 0003 and 0002 (Option I)	FROM	CHANGE	TO
Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
4. Total Amount Allotted and Obligated:	\$1,455,611	\$108,000	\$1,563,611
5. Net Amount Required for Full Funding:	\$1,462,615	(\$108,,000)	\$1,354,615

(6)(4)

(End of Summary of Changes)

AMENDMENT OF SOLIC		FICATION OF CONTRAC	T	1. CONTRACT		PAGEO	F PAGES
	IAIOMMODI	dealion of contrac	1	U		1 1	5
DOOO 9	3, EFFECTIVE DATE 29-Oct-2007	4. REQUISTION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicab			able)		
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item	6)	cor	E   S0107	A	
US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35907-3801	IDC-RDCM BOX 1500		DCMA HUNTSVILLE BUILDING 4905, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 39898-0001				
. NAME AND ADDRESS OF CONTRACTO	D (No Street County	State and Zin Code)	1 10	A: AMENDME	NT OF SOL	CTATI	חא אח
DECIBEL RESEARCH, INC	JR (No., Street, County,	state and Zip Code)		N. AWCNDIN	.N1 OF 30L	CHAIL	ON NO.
P.O. BOX 5368 HUNTSVILLE AL 35614-5368			91	B, DATED (SE	E ITEM 11)		
			x 10	A. MOD. OF 9113M-05-C	CONTRACT	ORDER	NO.
	,			B. DATED (		3)	
ODE 382J2	FACILITY COL	DE		4-Apr-2005		350	
	II. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOL	JCITAT	IONS			
Offer must acknowledge receipt of this arrandment (a) By completing herra 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED A THE PLACE DESIGNATED FOI REJECTION OF YOUR OFFER. Hoy virtue of this provided each telegram or letter makes reference to	copies of the amendments a reference to the solicitation R THE RECEIP TOF OFFERS is amendment you desire to cha	nt; (b) By acknowledging receipt of this amend and auendrient numbers. FAILURE OF YOUT PRIOR TO THE HOUR AND DATE SPECIFI ange an ofter already submitted, such change ma	nent on en RACKNO ED MAY I y be made t	ch copy of the old WLEDGMENT I RESULTIN by telegramor lett	O BE		
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See Schedule							
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EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

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

# SUMMARY OF CHANGES

# SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,658,360.00 from \$4,710,715.00 to \$6,369,075.00.

# SECTION B - SUPPLIES OR SERVICES AND PRICES

# SUBCLIN 000301

Corrected funding total for ACRN: AC from Modifications P00005 and P00008 to a total amount of \$1,370,000.

# **SUBCLIN 000302**

Incrementally funded in the amount of \$1,354,615 to fully fund CLIN 0003.

#### **CLIN 0004**

The option status has changed from Option to Option Exercised. Also, incrementally funded SUBCLIN 000401 in the amount of \$108,385.

### SUBCLIN 000501

A definitized action has occurred in this modification decreasing NTE amount of \$47,888 to definitized amount of \$35,649.



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 0003 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
Total Amount Allotted Under LOF Clause for Payment of Costs;			
Amount Separately Obligated for Payment of Fee:			
4. Total Amount Allotted and Obligated:	\$1,563,611	\$1,354,615	\$2,918,226
5. Net Amount Required for Full Funding:	\$1,354,615	(\$1,354,615)	\$0

(4)(4)

CLINs 0004 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,622,711	\$0	\$1,622,711
Total Amount Allotted Under LOF Clause for Payment of Costs:	\$0		
<ol> <li>Amount Separately Obligated for Payment of Fee:</li> </ol>	\$0		
4. Total Amount Allotted and Obligated:	\$0	\$108,385	\$108,385
5. Net Amount Required for Full Funding:	\$1,622,711	(\$108,385)	\$1,514,326

(6)(4)

CLIN 0005	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$47,888 NTE	(\$12,239)	\$35,649 Defintized Amt
Total Amount Allotted Under LOF Clause for Payment of Costs:	TBD	\$0	
<ol> <li>Amount Separately Obligated for Payment of Fee:</li> </ol>	TBD	\$0	
4. Total Amount Allotted and Obligated:	\$47,888	(\$12,239)	\$35,649
5. Net Amount Required for Full Funding:	TBD	(\$12,239)	\$0 Definitized & fully funded

(b)(4)

SUBCLIN 000302 is added as follows:

ITEM NO 000302

SUPPLIES/SERVICES

**QUANTITY** 

UNIT **DPPH**  UNIT PRICE

**AMOUNT** 

CLIN 0003 and 0002 Option I

**CPFF** 

SOW per instructions in CLIN 0003.

FOB: Destination

**ESTIMATED COST** 

\$0.00

**FIXED FEE** 

\$0.00

**TOTAL EST COST + FEE** 

\$0.00

ACRN AE

\$1,354,615.00

SUBCLIN 000401 is added as follows:

ITEM NO 000401

SUPPLIES/SERVICES

QUANTITY

UNIT **DPPH**  UNIT PRICE

AMOUNT

Funding forCLINs 0004 and 0002 Option II

**CPFF** 

SOW per CLIN 0004

FOB: Destination

**ESTIMATED COST** 

\$0.00

**FIXED FEE** 

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AE

\$108,385.00

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,712,761.00 from \$2,141,988.00 to \$4,854,749.00.

# SUBCLIN 000301:

## SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: AE

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J713000 S01021 4M8J713000/84MJLE/4M5

Increase: \$1,354,615.00

Total: \$1,354,615.00

## SUBCLIN 000401:

Funding on SUBCLIN 000401 is initiated as follows:

ACRN: AE

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J713000 S01021 4M8J713000/84MJLE/4M5

Increase: \$108,385.00

Total: \$108,385.00

# SUBCLIN 000501:

(End of Summary of Changes)

AMENDMENT OF SOLICI	TATION/MODIF	FICATION OF CONTRACT	Г	I CONTRACT	ID CODE	PAGE OF	r rages
2 AMENDMENT MODIFICA FION NO	3 EFFECTIVE DATE	4 REQUISITION PURCHASE REQ NO			5 PROJECT:	NO (Itapplie	able
P00010	15-Jan-2008						
US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801	W9113M	7 ADMINISTERED BY (Ifother than item6 DCMA HUNTSVILLE BUILDING 4905, SUITE 201 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	1	co.	DE S0107	'A	
8. NAME AND ADDRESS OF CONTRACTO DEGIBELRESEARCH, INC.	OR (No., Street, County,	State and Zip Code)	Γ	9A. AMENDM	ENT OF SOI	LICITATI	ON NO
P O BOX 5388 HUNTSVILLE AL 35814-5368				9B DATED (S			
			×	10A. MOD. OF W9113M-05-C			NO
CODE 382J2	FACILITY COI	DE	×	04-Apr-2005	(SECTIENT	13)	
		APPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS			
Offer must acknowledge receipt of this amendment (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	copies of the arrendine is a relieusce to the solicitation R THE RECEIPT OF OFFERS is arrendment you desire to the	nt: (b) By acknowledging receipt of this amendr and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIC inge an offer already submitted, such change im	ACK D Ma	n each copy of the n NOWLEDGMENT AY RESULTIN ade by telegramor le	TO BE		
2. ACCOUNTING AND APPROPRIATION	DATA (If required)						
		TO MODIFICATIONS OF CONTRACT					
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	RSUANT TO: (Specify a				MADE IN TH	4E	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL AGREEMENT	ORTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
D. OTHER (Specify type of modification a	and authority)		_				
The "Changes" Clause  IMPORTANT: Contractor X is not,	is required to sig	n this document and return	co	pies to the issuin	g office.		
DESCRIPTION OF AMENDMENT/MOD where feasible.)     Modification Control Number:     The purpose of this Modification P00010 is						y	
Classification Specification.							
xcapt as provided herein, all terms and conditions of it	ne document referenced in Item	9A or 10A, as hereto bre changed, remains unch	angeo	and in full force and	ieffect.		
5A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF C	TY	RACTING OFFI	CER (Type o	or print)	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. THE D. STATES OF AME	RIC	A	160	DATES	SIGNED
		BY			15	5-Jan-200	8
(Signature of person authorized to sign)		(Signature of Contracting O	ffice	r)		4	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

000079

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

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

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

The following have been modified:

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

# **SECTION J - LIST OF ATTACHMENTS**

IDENTIFIER Exhibit A	TITLE Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	<u>DATE</u> 19 July 2006	# OF PAGES 12
Attachment I	DD Form 254, Contract Security Classification Specification (Rev. 2)	20 Mar 2007	6
Revised Attachment I	DD Form 254, Contract Security Classification Specification (Rev. 3) Hand-carried to Contractor On 15 January 2008 due to SMDC requirement Not to send DD Form 254's electronically (Modification P00010 dated 15 January 2008)	26 Dec 2007	11

Government Furnished Property List

5 Jan 2005

(End of Summary of Changes)

Attachment 2



			_		1. CLEARA		
	DEPARTMENT OF ONTRACT SECURITY CLASSIF	F DEFENS	SPECIFIC	ATIO		CLEARANCE REQUIRED	
	(The requirements of the DoD Indu						1050
	to all security aspects	of this effort.	)		b LEVEL O	F SAFEGUARDING REQU	JIRED
. Th	IS SPECIFICATION IS FOR: (X and comp	viete as applica	ble)	T3. TH	IIS SPECIFICATION	IS: (X and complete as	annticable)
50.5	a. PRIME CONTRACT NUMBER	note as oppines	0,0)	1			DATE (YYYYMMDD)
X	W9113M-05-C-0	128			a. ORIGINAL (Compi	ete date in all cases)	40924
	b SUBCONTRACT NUMBER		*	×	b REVISED (Supersedes all previous specs)	REVISION NO.	DATE (YYYYMMDD) 20071226
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (Y	YYYMMDD)		c. FINAL (Complete I	lem 5 in all cases)	DATE (YYYYMMDD)
	THIS A FOLLOW-ON CONTRACT? ssified material received or generated under	YES	X	O If Yes	s, complete the followin (Preceding Contract N	g. <i>lumber)</i> is transferred to th	s follow-on contract
IS	THIS A FINAL DD FORM 254?	YES	X	O. If Yes	s, complete the followin	g:	
ln r	esponse to the contractor's request dated		, retention	of the cla	ssified material is auth	orized for the period of	
_	NTRACTOR (Include Commercial and Gove	manal Entitle	-				
	ME, ADDRESS, AND ZIP CODE	imment Enuty (		GE COD	F To COGNIZANTS	ECURITY OFFICE (Name	Address and Zin Code)
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	Perimeter Pkwy NW Ste 500 wille AL 35806 - 3563				Bidg 3216 Litt	nal. AL 35898-0000	
TELLE	AUTO ME 33000 - 3303				Redstone Arsei	Idi, AL 33676-0000	
	BCONTRACTOR				1		
NA	ME, ADDRESS, AND ZIP CODE		b. CA	GE COD	E c COGNIZANT S	ECURITY OFFICE (Name	Address, and Zip Code)
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AC	TUALPERFORMANCE				1		
	TUAL PERFORMANCE CATION		b. CAC	GE COD	E c COGNIZANT S	ECURITY OFFICE (Name	Address, and Zip Code)
LO			b. CAG	GE COD	E COGNIZANT S	ECURITY OFFICE (Name	, Address, and Zip Code)
LO	CATION		b. CAC	GE COD	E c COGNIZANT S	ECURITY OFFICE (Name	, Address, and Zip Code)
LO	CATION		b. CAG	G€ COD	E c COGNIZANT S	ECURITY OFFICE (Name	, Address, and Zip Code)
LO	CATION		b CAC	GE COD	E c. COGNIZANT S	ECURITY OFFICE (Name	, Address, and Zip Code)
LO	CATION as block 6a	1844		GE COD	E c. COGNIZANT S	ECURITY OFFICE (Name	, Address, and Zip Code)
LO ame	CATION	CUREMENT		GE COD	E c. COGNIZANT S	ECURITY OFFICE (Name	, Address, and Zip Code)
LO	CATION as block 6a					. 78	, Address, and Zip Code)
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GE GE	CATION as block 6a  NERAL IDENTIFICATION OF THIS PRO lator support for the Joint Land Atlack C	ruise Missile	Defense Ele	evated l	Netted Sensor Syste	ms (JLENS).	CTOR WILL: YES NO
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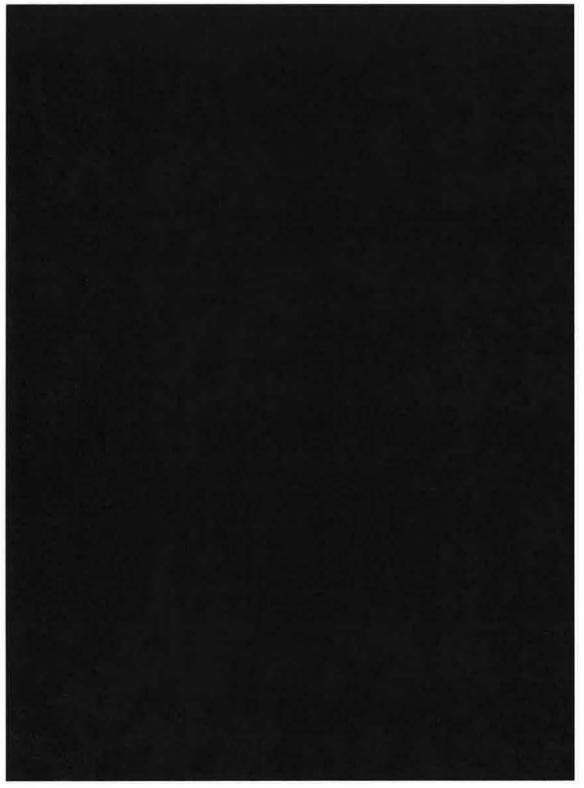
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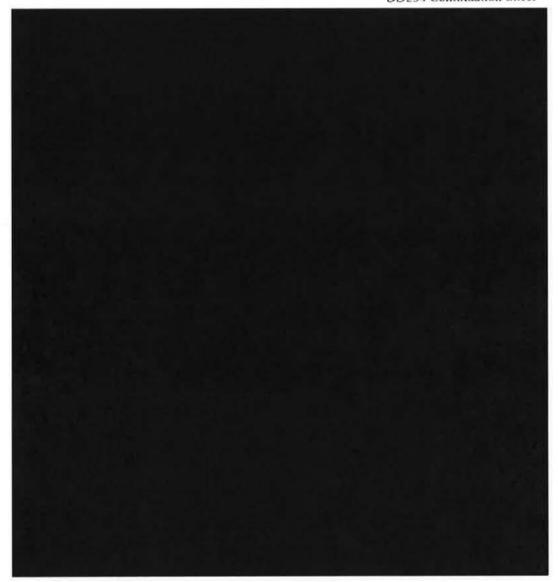
Adoba Professional 70

DD FORM 254, DEC 1999

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to	this contract shall not be released for public dissemination except as provided	1
by the Industrial Security Manual or unless it has been approved for public releas		1
be submitted for approval prior to release Direct X The	rough (Specify)	
Commander US Army Aviation and Missile Command ATTN: AN	MSAM-PA, Redstone Arsenal AL 35898-5000. Public release of SCI,	
is not authorized and prohibited for p		
additional guidance.	, maintain a vo	(b)(7)(e)
to the Directorate for Freedom of Information and Security Review, Office of the *In the case of non-DoD User Agencies, requests for disclosure shall be submitted.		1
13. SECURITY GUIDANCE. The security classification guidance needed for this	10000 10000 100 100 100 100 100 100 100	ł
guidance or if any other contributing factor indicates a need for changes in this guidance; to challenge the guidance or the classification assigned to any informat questions for interpretation of this guidance to the official identified below. Pendii highest level of classification assigned or recommended. (Fill in as appropriate for documents/guides/extracts referenced herein. Add additional pages as needed to	juidance, the contractor is authorized and encouraged to provide recommended tion or material furnished or generated under this contract; and to submit any ing final decision, the information involved shall be handled and protected at the for the classified effort. Attach, or forward under separate correspondence, any	
Technical POC is telephone.	8	(b)(6)
Estimated date of completion of the contract is 30 September 2012	2	i
Estimated date of completion of the contract is 30 september 201.	2.	
See continuation pages for additional security guidance.		
garante pages for additional accountly garantee.		
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<ol> <li>ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to (If Yes, identify the pertinent contractual clauses in the contract document itself, o</li> </ol>	to ISM requirements, are established for this contract. X Yes No	
requirements. Provide a copy of the requirements to the cognizant security office.	. Use Item 13 if additional space is needed.)	
lement, Attachment 2 for additional gui	idance.	(b)(7)(e
		See addition of
	Y	
15. INSPECTIONS. Elements of this contract are outside the inspection responsit		
(If Yes, explain and identify specific areas or elements carved out and the activity	y responsible for inspections. Use item 13 if additional space is needed.)	
16. CERTIFICATION AND SIGNATURE. Security requirements stated he		
information to be released or generated under this classified effort.  a. TYPED NAME OF CERTIFYING OFFICIAL  b. TITLE		
	c TELEPHONE (Include Area Code)	1
JLENS Program So	ecurity Officer	(b)(6)
d. ADDRESS (Include Zip Code)	17. REQUIRED DISTRIBUTION	(0)(0)
Cruise Missile Defense Systems Project Office	X a. CONTRACTOR	,
SFAE-MSLS-CMDS-JLN	b, SUBCONTRACTOR	
Redstone Arsenal AL 35898 (b) (6)	C COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	
	B. ADMINISTRATIVE CONTRACTING OFFICER	
DD FORM 254 (BACK) 30EC 1999	X t OTHERS AS NECESSARY (b) (7)(E)	(b)(6)

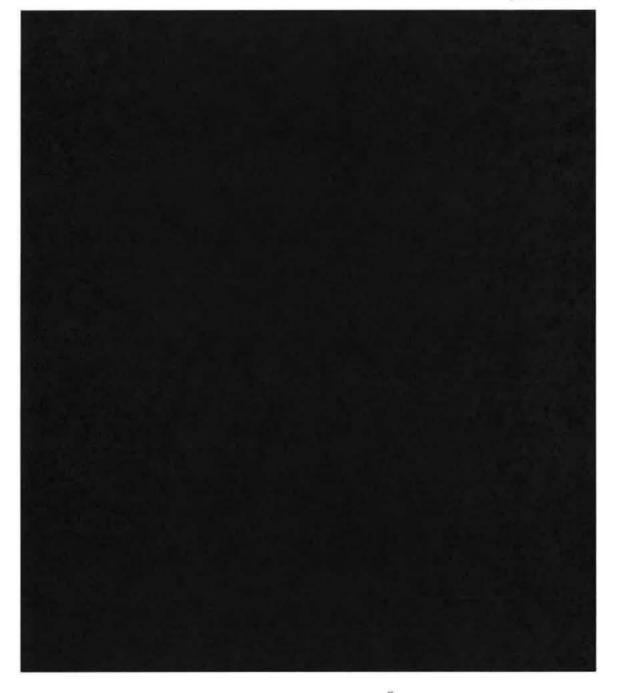


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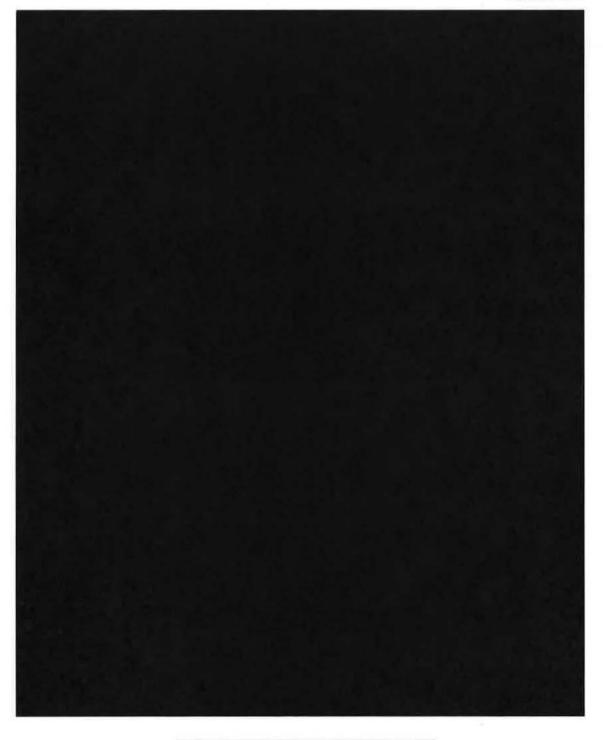


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(b)(7) (E)

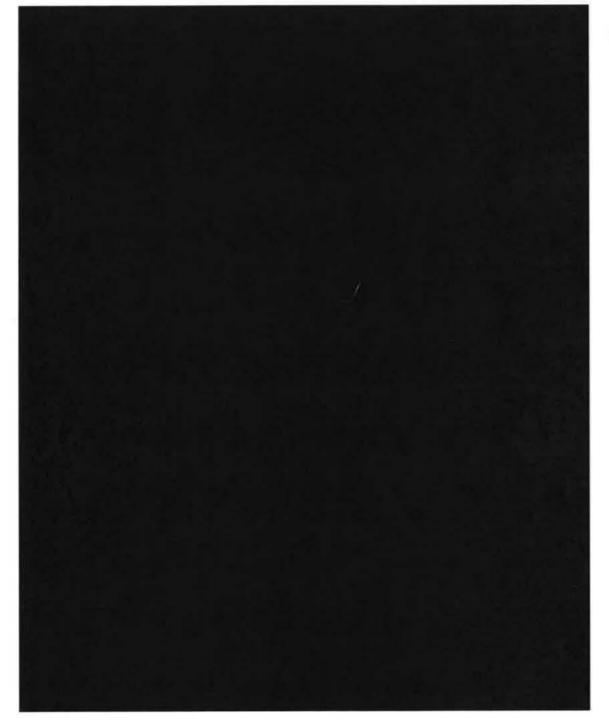


(b)(7) (E)



(b)(7)(E)

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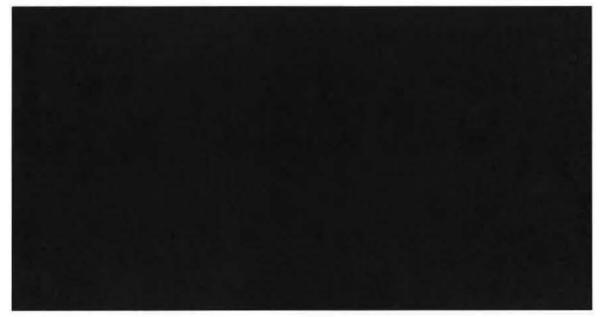


2 (b)(7) (E)



(b)(7) (E)

Contract #W9113M-05-C-0128 DD Form 254 Rev 3 Attachment 2

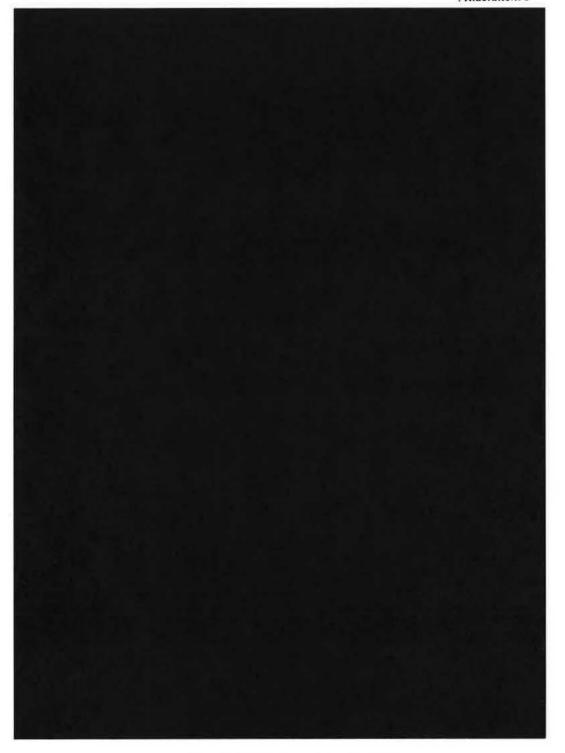


(b)(7) (E)

Cruise Missile Defense System
Project Office

(6)(6)

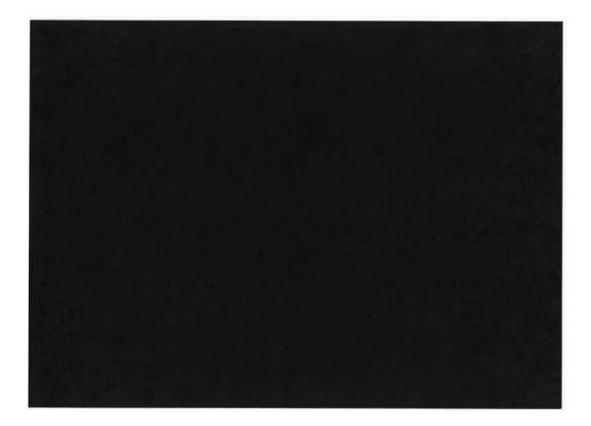
(b)(7) (E)



(b)(7) (E)

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Contract #W9113M-05-C-0128 Dd Form 254 Rev 3 Attachment 3



(b)(7) (E)

(b)(7)(E)

ANIENDINE TO SOLICIT	** * * * * * * * * * * * * * * * * * *	ICATION OF CONTRACT			PAGE OF	
		CATION OF CONTRACT		U	1	3
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROÆCT	NO (Tapplicab	le)
00011	23-Apr-2008					
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother thun item 6)		CODE S010	7A	
US ARMY SPACE & MISSILE DEFENSE COMMAND		DCMA HUNTSVILLE BUILDING 4505, SUITE 301				
SMDC-RDC PO BOX 1500		MARTIN ROAD REDSTONE ARSENAL AL 35898-0001				
HUNTSVILLE AL 35807-3801						
NAME AND ADDRESS OF CONTRACTOR	Mo Charat County S	Nata and Zin Code		9.A. AMENDMENT OF SO	LICITATION	ON P
DECIBEL RESEARCH, INC	(No., street, County, 8	kate and Zip Code)		Z. E. MILITONILITY WE GO	Licit	,,,,,,,
P.O. BOX 5368 HUNTSVILLEAL 35814-5368				9B. DATED (SEE ITEM 1	1)	
		1		10A MOD OF CONTRAC	T/OPINED N	0
		1	Х	10A. MOD. OF CONTRAC W9113M-05-C-0128	TORDERN	<b>U</b> .
				10B. DATED (SEE ITEM	13)	
DE 3B2J2	FACILITY COD		X	04-Apr-2005		_
		PPLIES TO AMENDMENTS OF SOLIC	TT.			
The above numbered solicitation is amended as set for	th in Item 14. The hour and d	late specified for receipt of Offer		is extended, is not extended	nded.	
Offer must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning		fied in the solicitation or as amended by one of the t; (b) By acknowledging receipt of this amendment				
or (c) By separate letter or telegram which includes a						
RECEIVED AT THE PLACE DESIGNATED FOR T		· 1000 100 100 100 100 100 100 100 100 1	escentia,			
REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the						
ACCOUNTING AND APPROPRIATION D			Vine i			
See Schedule						
13. THISIT	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS	VOR	DERS.		
IT MOD	IFIES THE CONTRAC	T/ORDER NO. AS DESCRIBED IN ITE	EM I	14.		
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.		thority) THE CHANGES SET FORTH I	IN I	TEM 14 ARE MADE IN T	HE	
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D. T. W BOYEL TA PERSON GOVERN . ONL	oppopp to Lopyerpo	TO DOES HER WAR AND COMPANY				
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#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$641,000.00 from \$4,854,749.00 to \$5,495,749.00.

## SUBCLIN 000401:

# The following have been modified:

# CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	
NAME:			
ORGANIZATION CODE:	SMDC-RDC-EN	SFAE-MSLS-CMDS-JLN	1.11.1
TELEPHONE NUMBERS: COMMERCIAL:			(b)(u)
DEFENSE SWITCHED NETWORK (DSN):			
EMAIL:			

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 0003 and 0002 (Option I)	FROM	CHANGE	TO
Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:			
3. Amount Separately Obligated for Payment of Fee:			
4. Total Amount Allotted and Obligated:	\$1,563,611	\$1,354,615	\$2,918,226
5. Net Amount Required for Full Funding:	\$1,354,615	(\$1,354,615)	\$ 0

(b)(4)

Amount Required for Full Funding:	\$1,622,711	\$0	\$1,622,711
<ol><li>Total Amount Allotted Under LOF Clause for Payment of Costs:</li></ol>			
Amount Separately Obligated for Payment of Fee:			
4. Total Amount Allotted and Obligated:	\$108,385	\$641,000	\$749,385
5. Net Amount Required for Full Funding:	\$1,514,326	(\$641,000)	\$ 873,326

(6)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRA					1. CONTRACTI		PAGE OF P	AGES
	AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT		U		1	2
	ENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.			5, PROJECT	NO (Ifapplicable	e)
0001	12	23-Apr-2008						
US AF SMDC PO BC	TED BY CODE  RMY SPACE & MISSILE DEFENSE COMMAND  C-RDC  DX 1500  TSVILLE AL 35807-3801	W9113M	7. ADMINISTERED BY (Ifother than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		co	DE S010	7A	
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P.O.	BOX 5368 ITSVILLE AL 35814-5368			91	B. DATED (S	EE ITEM 11	)	
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D. C	OTHER (Specify type of modification and	lauthority)						
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Mo	SCRIPTION OF AMENDMENT/MODIF ere feasible.) odification Control Number: prect funding information contained in M				•			
cept as	s provided herein, all terms and conditions of the d	locument referenced in Item 9	A or 10A, as heretofore changed, remains unchan	ged and	in full force and	effect.		
	AME AND TITLE OF SIGNER (Type or		16A, NAME AND TITLE OF COM				r print)	
			TEL	Đ	MAIL	17.3.		
B. C	ONTRACTOR/OFFEROR	15C. DATE SIGNED		- 22	15-11-12-1	16C	DATE SIGN	ED (
		_	BY			23	-Apr-2008	
	ignature of person authorized to sign) PTION TO SF 30		(Signature of Contracting Offi	cer)	CTT A	NIDARD FO	DM 20 /P	10 925
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		$\alpha$	00095					
			3					

## SUMMARY OF CHANGES

# 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 0003 and 0002 (Option I)	FROM	CHANGE	TO
Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:		\$0	
Amount Separately Obligated for Payment of Fee:		\$0	
4. Total Amount Allotted and Obligated:	\$2,918,226	\$0	\$2,918,226
5. Net Amount Required for Full Funding:	\$ 0	\$0	\$ 0

(6)(4)

(End of Summary of Changes)

THIRD TO STATE OF SOLICITE	AHON/MODIF	ICATION OF CONTRACT		U		1 1	2
AMENDMENT/MODIFICATION NO.	3, EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplica	able)
<del>7</del> 00013	20-May-2008						
. ISSUED BY CODE	W9113M	7. ADMINISTERED BY (If other than item 6)		CO	DE S010	7A	
US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		DOMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDISTONE ARSENAL AL 35898-0001					
3. NAME AND ADDRESS OF CONTRACT OR DECIBEL RESEARCH, INC	(No., Street, County,	State and Zip Code)		9A. AMENDAI	ENT OF SO	LICITATIO	ON NO.
P.O. BOX 5368 HUNTSVILLE AL 35814-5368				9B. DATED (S			
			х	10 A. MOD. OF W91 13M-05-C			NO.
2000	In the same and the same		×	10B. DATED ( 04-Apr-2005	SEE ITEM	13)	
ODE 3B2J2	THIS ITEM ONLY A	DE PPLIES TO AMENDMENTS OF SOLI	CTT	A STATE OF THE PARTY OF THE PAR			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the	reference to the solicitation of THE RECRIPT OF OFFERS I unendment you desire to chan e solicitation and this amend	PRIOR TO THE HOUR AND DATE SPECIFIED rige an offer already submitted, such change may be	ACKI D MA	NOWLEDGMENT AY RESULT IN de by telegram or let	TO BE		
2. ACCOUNTING AND APPROPRIATION D	ATA (If required)						
		O MODIFICATIONS OF CONTRACTS		14.55			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify at	CT/ORDER NO. AS DESCRIBED IN 1T1 uthority) THE CHANGES SET FORTH			IADE IN T	ΗE	
(B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I	TH IN ITEM 14, PURS	SUANT TO THE AUTHORITY OF FA	VE C	HANCES (such a 5.103(B).	as changes in	paying	
D. OTHER (Specify type of modification and	authority)						-
	· XCIDA POWER						
. IMPORTANT: Contractor X is not,	is required to sign	n this document and return	cop	ies to the issuing	office.		
DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number:  To correct funding information contained in M			itati	on/contract subje	et matter		
xcept as provided herein, all terms and conditions of the d	ocument referenced in Item 9	A or 10A, as heretobre changed, remains unchan	iged i	and in full force and	effect.		
except as provided herein, all terms and conditions of the d 5 A. NAME AND TITLE OF SIGNER (Type or		AGA, NAME AND TITLE OF CO.	-	ACTINGOFFIC		r print)	
		TEL	NTE RICA	ACTING OFFICE	ER (Type o	r print) . DATE SIG	GNED

000097

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

# The following items are applicable to this modification:

# SECTION G - CONTRACT ADMINISTRATION DATA ACCOUNTING DATA

1. The following statement from Modification P00009 is hereby corrected as follows:

#### FROM:

As a result of this modification, the total funded amount for this document was increased by \$2,712,761.00 from \$2,141,988.00 to \$4,854,749.00.

#### TO:

As a result of this modification, the total funded amount for this document was increased by \$1,450,761.00 from \$3,403,988.00 to \$4,854,749.00.

2. The following statement from Modification P00009 is hereby deleted:

#### SUBCLIN 000301:

NOTE: Additional funds for SUBCLIN 000301, ACRN AC, were not obligated in Modification P00009. The total of \$1,370,000 had previously been obligated as follows: Modification P00005 - \$1,262,000 and Modification P00008 - \$108,000.

AMENDMENT/MODIFICATION NO.		4 REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.((lapplica	11 blo)
100014	35 JUN 08					
ISSUED BY CODE  US ARMY SPACE & MISSRE DEFENSE COMMAND PMDC-RDC PO BOX 1500 HUNTSVILLE AL 36807-3601	W9113M	7. ADMINISTERED BY (Ifother than item6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 38898-0001	C	ODE   S0107	'A	
NAME AND ADDRESS OF CONTRACTOR DECIBEL RESEARCH, INC P.O. BOX 5368	(No., Street, County, St	ate and Zip Code)	14015011009121011	MENT OF SOI		ON NO.
HUNTSVILLE AL 35814-5368						
			X 10A MOD C	OF CONTRAC C-0128	T/ORDER I	40.
ODE 3B2J2	FACILITY CODE		X 04-Apr-2005	(SEE ITEM	13)	
		PLIES TO AMENDMENTS OF SOLIC	10+1-pi 2000			
The above numbered solicitation is amended as set for	th in Rem 14. The hour and di	nte specified for receipt of Offer	is extended,	is not exten	ded.	
or (c) By separate letter or (elegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. (fby virtue of this a provided each telegrammar letter makes reference to the ACCOUNTS INC. AND ADDROOM ATTION A	HE RECEIPT OF OFFERS PI mendment you desire to change solicitation and this amendm	RIOR TO THE HOUR AND DATE SPECIFIED to an offer already submitted, such change may b	MAY RESULT IN c made by telegramor			
<ol> <li>ACCOUNTING AND APPROPRIATION D See Schedule</li> </ol>	A (II required)					
		O MODIFICATIONS OF CONTRACTS FORDER NO. AS DESCRIBED IN ITE				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.		thority) THE CHANGES SET FORTH	INITEM 14 ARE	MADE IN TH	E	
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C, THIS SUPPLEMENTAL AGREEMENT I FAR Clauses - Limitation of Funds and Char		SUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	i authority)				P.	
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cept as provided herein, all terms and conditions of the d A. NAME AND TITLE OF SIGNER (Type of		NAME AND TITLE OF CO.		The second secon	( print)	
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	6/20/08			7	30	08
AND THE PROPERTY OF THE PROPER	V	(Signature of Contracting Off		ANDARDEO	PM 10 (P)	10.93
PPROVED BY DIRM (1-84	30	-105-04	Pr	ANDARD FOR escribed by CSA AR (48 CFR) 53	4	v. 10-63)

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$6,021,123.00 from \$6,369,075.00 to \$12,390,198.00.

# SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0004** 

The CLIN description has changed from Option II to JLENS Stimulator Change Order. The CLIN extended description has changed:

FROM: Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", dated 21 September 2004, incorporated herein and set forth in Section C.

TO: Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes delivery of one (1) Fire Control Radar (FCR) JLENS Stimulator (JSTM) and one Surveillance Radar (SuR) JSTM and support equipment for JLENS field testing.

The estimated/max cost has increased by		from	to	
The fixed fee has increased by	from	to	<u> </u>	(b)(4)
The total cost of this line item has increase	ed by \$6,02	1,123.00 from \$1	1,622,711.00 to \$7	,643,834.00.

CLIN 0006 is added as follows:

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

0006 OPTION

JLENS Stimulator Change Order-Option I

**CPFF** 

Contractor shall perform all effort as stated in Scope of Work, entitled "JLENS Stimulator," Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes delivery of one (1) Fire Control Radar (FCR) JLENS Stimulator (JSTM) and one (1) Surveillance Radar (Sur) JSTM and support equipment for the government System Integration Laboratory (SIL).

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b)(4)

\$1,451,332.00

CLIN 0007 is added as follows:

W9113M-05-C-0128 P00014 Page 3 of 11

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT PRICE

AMOUNT

0007 OPTION

26,771 JLENS Stimulator Change Order-Option II

**CPFF** 

Contractor shall perform all effort as stated in Scope of Work, entitled "JLENS Stimulator," Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes Fiscal Year (FY) 2011 Test Support for the JLENS

UNIT

Stimulators.

FOB: Destination

ESTIMATED COST

**FIXED FEE** 

(b)(4)

TOTAL EST COST + FEE

UNIT

\$3,208,307.00

CLIN 0008 is added as follows:

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT PRICE

AMOUNT

0008 OPTION

15,831 JLENS Stimulator Change Order-Option III

**CPFF** 

Contractor shall perform all effort as stated in Scope of Work, entitled "JLENS Stimulator," Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes Fiscal Year (FY) 2012 Test Support for the JLENS Stimulators.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

\$2,068,990.00

The following have been added by full text:

# COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

- a. Performance of Contract Line Items (CLINs) 0004/0002 and 0006/0002 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.
- CLINs 0004 and 0006 will be considered complete based upon satisfactory completion of the Section C Statement of Work, entitled "JLENS Stimulators," Revision 3, dated 03 December 2007.

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.

The following have been modified:

#### LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 and 0003/0002, and CLINs 0007/0002 and 0008/0002, if exercised, of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F-1 hereof:

	DIRECT PRODUCTIVE PERSON HOURS
LABOR CATEGORY	LEVEL OF EFFORT
CLINs 0001/0002	18,675
CLINs 0003/0002	24,672
CLINs 0007/0002	26,771
CLINs 0008/0002	15,831

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

#### SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

# JLENS STIMULATOR

Statement of Work

Revision 3, dated 26 February 2008

1. Objective: The JLENS Project Office is procuring the JLENS

(b)(3)

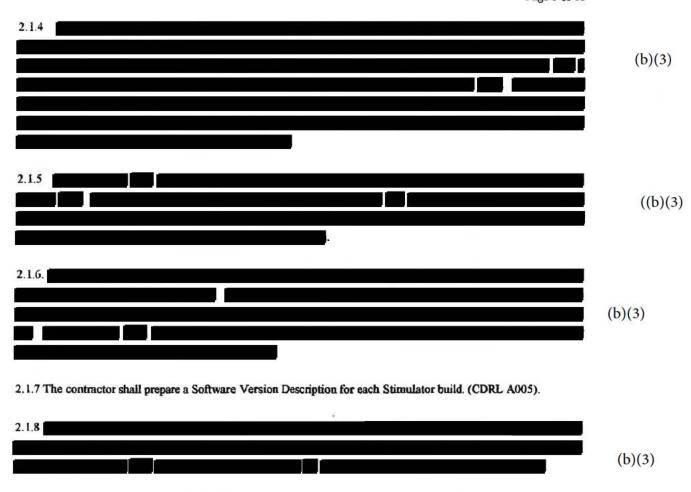
Employment of is expected to increase operational suitability of the fielded system by exploring design limits,

testing potential improvements, and training mission operations personnel. The JSTM will serve as the principal component for the testing of JLENS, interfacing to tactical hardware/software in support of operator training, user evaluations, operational exercises, and Development Test and Evaluation /Initial Operational Test and Evaluation (DT&E/IOT&E) events. JSTM will also be used in conjunction with JLENS tactical hardware/software, JLENS engineering models and simulations, and joint service weapon systems/simulations in support of the engineering design, and analysis of the system.

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		<u> </u>

This effort shall address three major technical tasks:

- a. Design, develop, integrate, test, and deliver JLENS digital real-time Stimulators, to include successful integration with JLENS Fire Control and Surveillance Systems for use with JLENS testing
  - b. Integrate and support the JSTM system in the JLENS PO system integration laboratory (SIL)
- c. Integrate the JSTM systems in Raytheon's system integration labs; integrate the Fire Control Radar (FCR) JSTM system in the FCR SIL and integrate the Surveillance Radar (SuR) JSTM in the SuR SIL
- 2.1. The contractor shall design, build, integrate and test a digital real-time JLENS Stimulator, leveraging from past experience and available Government-owned models and tools. The contractor shall design JSTM using a flexible architecture that can be reconfigured to meet evolving JLENS orbit design characteristics without major redesign and recoding. The Contractor shall develop and deliver a System Requirement Specifications (SRS) (CDRL A001) and a Software Design Description (SDD) (CDRL A002). The contractor shall prepare trade studies to ensure that the design and development process is consistent with the JLENS objectives and requirements. (CDRL A003).
- 2.1.1. The contractor shall deliver the stimulator fully assembled, integrated and tested. The contractor shall provide support hardware that is required to integrate the stimulator. The contractor shall design a Stimulator to be portable, self-contained and provide required interfaces to the JLENS tactical system components. The JLENS Stimulator hardware suite shall be comprised of Commercial Off-the-Shelf (COTS) and Government-furnished Equipment (GFE). The COTS equipment shall be packaged for transport via commercial and military modes of travel. JSTM shall be capable of operating in a shelter environment provided by the JLENS PO. The contractor shall provide the Stimulator physical 'footprint' and heating, cooling, and power requirements to the government and shall determine if the JLENS PO provided equipment shelter has adequate space and heating, cooling, and power supply margins to host the Stimulator. The contractor shall integrate the JSTM into the GFE shelter.
- 2.1.2 The contractor shall leverage from existing government-furnished models to identify, analyze, and document the JSTM internal and external interfaces.
- 2.1.3 The contractor shall design and develop the JSTM to serve as the principal component of the JLENS orbit. The contractor shall design and develop the stimulator to be used in conjunction with JLENS, and joint service models and simulations in support of the engineering, design, and analysis of the JLENS orbit.



- 2.2 The contractor shall support the development of mission analysis tools for the JSTM in support of a System of Systems Integrated Fire Control Test Bed.
- 3.0 The contractor shall support the test phase of the JLENS orbit to include support of operator training, use evaluations, operational exercises, and DT&E/IOT&E events. The contractor shall develop and submit a Stimulator Test Plan that addresses System Acceptance Test with associated Test Procedures. (CDRL A006). The contractor shall prepare Test Reports for Stimulator and program level tests supported by the Stimulator. (CDRL A007). The contractor shall support the design and development of mission analysis tools in support of the JLENS test effort. The contractor shall support the design and development of target and mission scenario signature generation tools in support of the JLENS test effort. The Stimulator will be used to support the JLENS test program, thus requiring it to go through a formal verification, validation, and accreditation (VV&A) process. The contractor shall provide support to the government and designated VV&A agents to achieve the required level of VV&A of the Stimulator. This includes providing Stimulator source code to VV&A agents, providing input to and reviewing VV&A

documents, assisting in analyzing test and simulation results in support of Stimulator validation, and developing scenarios to be used as test cases.

4.0 (b) (3) (A)

The contractor shall develop and submit training plan documentation including System User Manuals. (CDRL A008). The contractor shall train the government staff in (b) (3) reperation to include training operators in support of the JLENS PO SIL.

5.0 The contractor shall develop and submit a Stimulator Integrated Support Plan (CDRL A009) to address system support planning. The contractor shall prepare plans describing procedures for integration of the stimulator with tactical components and external simulations at select test sites. This task includes building a separate copy of the Stimulator (both hardware and software) for use by the Product Assurance, Test and Logistics Division, for operational testing and training.

6.0(b) (3) (A)	
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7.0 The contractor shall support the use of the JSTM system during the software Independent Verification and Validation and software performance engineering efforts in the JLENS PO SIL for each FCR and SuR software delivery. The contractor shall perform integration and test of the JSTM in the Government SIL prior to supporting the JLENS PO efforts. The contractor shall support mission/setup quality assurance and shall provide JSTM training to the JLENS PO SIL support team for each build. The contractor shall support the JLENS PO SIL support team in identifying problems during mission execution where the JSTM system is utilized. The contractor shall support unique date capture and data reduction requirements resulting from JSTM execution. The contractor shall support the design and development of mission analysis tools and target and mission scenario signature generation tools in support of the JLENS PO SIL.

8.0 The contractor shall perform integration and test of the JSTM in the Raytheon System Integration Labs. The contractor shall perform integration and test of the FCR JSTM system at the Raytheon (b) (7)(E)

The contractor shall perform integration and test of the SuR JSTM system at the Raytheon (b) (7)(E)

9.0 The contractor shall support modifications to the Stimulator as directed by the Government. The contractor shall develop and follow documented Configuration Management processes and procedures in order to establish and maintain Stimulator attributes traceable to the requirements and design documentation. The contractor shall develop and follow documented Data Management processes and procedures in order to assure quality of Stimulator data including deliverables.



(b)(3)

- 10.0 The contractor shall provide team members to working groups and integrated product teams.
- 11.0 The contractor shall prepare and provide a Funds and Man-Hours Expenditure report (CDRL A010) and a Contract Funds Status Report. (CDRL A011). The contractor shall prepare status reports describing accomplishments during the reporting period, progress against milestones, problems encountered, and plans for the next reporting period. (CDRL A012).
- 12.0 The contractor shall deliver one FCR JSTM system, one SuR JSTM, and required support equipment to be used in the JLENS PO SIL after the test systems are sent to the Raytheon SILs for integration.
- 13.0 The contractor shall use the Government unclassified Management Information System (MIS) portal for delivery of unclassified data. The contractor shall notify the Government 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.

SECTION E - INSPECTION AND ACCEPTANCE

The following have been added:

## INSPECTION AND ACCEPTANCE TERMS

- a. Hardware for the Government System Integration Laboratory (SIL): Inspection and acceptance of system hardware shall be at destination utilizing deciBel Research, Incorporated test procedures for internal handover of the system consisting of one (1) Fire Control Radar (FCR) JLENS Stimulator (JSTM) and one (1) Surveillance Radar (SuR) JSTM and support equipment in accordance with the Acceptance Test (Plan (ATP). Acceptance at destination is only applicable in the event of the government's decision to exercise Option I and will therefore take place within 45 days of the initiation of that Option.
- b. Hardware for the Stimulator Shelter: Inspection shall be conducted at origin by certificate. Acceptance of hardware system consisting of one (1) FCR JSTM and one (1) SuR JSTM and support equipment and component installation in shelter shall occur thirty (30) days prior to Limited User Testing (LUT). Upon successful installation and integration into the shelter, acknowledge of completion will be by certification via a DD250 signed by authorized United States Government (USG) representatives. A signed Certificate of Conformance (COC) signed by deciBel Research, Incorporated and USG representatives for the system shall be provided as supporting documentation to the DD250.
- c. Contract Data Requirements List (CDRL): Inspection and acceptance of CDRLs shall be at destination by the Procuring Contracting Officer (PCO) or authorized USG representative.

#### SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0001 and 0002 within nineteen (19) months after the effective date of the contract.
- b. CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0003 and 0002 within twenty-four (24) months after the effective date of the option exercise, NLT 19 July 2008.
- c. CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004 and 0002 not later than 30 September 2010.
- d. CLINs 0006/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006 and 0002, if exercised, not later than 30 September 2010.
- e. CLINs 0007/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0007 and 0002, if exercised, for Fiscal Year (FY) 2011 from 01 October 2010 through 30 Sep 2011.
- f. CLINs 0008/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0008 and 0002, if exercised, for Fiscal Year (FY) 2012 from 01 October 2011 through 30 Sep 2012.

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 \$701,118.00 from \$5,495,749.00 to \$6,196,867.00.

SUBCLIN 000401:

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 0004 and 0002	FROM	CHANGE	TO
Amount Required for Full Funding:	\$1,622,711	\$6,021,123	\$7,643,834
Total Amount Allotted Under LOF Clause for Payment of Costs:			
3. Amount Separately Obligated for Payment of			

(b)(4)

4. Total Amount Allotted and Obligated:	\$749,385	\$701,118	\$1,450,503
5. Net Amount Required for Full Funding:	\$873,326	\$5,320,005	\$6,193,331

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

# OPTION:

Any or all of Option CLINs 0003, 0007, and 0008 may be exercised at the unilateral option of the Government, by the contracting officer through the issuance of a unilateral modification to this contract. The parties agree the option shall be considered to have been exercised, for the purpose of this contract, at the time the Government issues the modification.

Option CLIN 0003, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, will be used to exercise CLIN 0003.

Option CLIN 0007, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, will be used to exercise CLIN 0007.

(b)(4)

Option CLIN 0008, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, will be used to exercise CLIN 0008.

If the Government exercises an option, all contractual terms and conditions shall apply during the option period. The total duration of this contract, including the exercise of options, shall not exceed sixty-seven (67) months.

The contractor shall incur no costs chargeable to the option until the contracting officer has provided written notification that the option has been exercised. The exercise of any portion of the options must be accomplished in accordance with the requirements of this clause.

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

The following have been modified:

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

# SECTION J - LIST OF ATTACHMENTS

IDENTIFIER Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	<u>DATE</u> 19 July 2006	# OF PAGES 12
Revised Exhibit A	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit Line Item No. A005	30 Nov 07	1
Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 2)	20 Mar 2007	6
Revised Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 3) Hand-carried to Contractor On 15 January 2008 due to SMDC requirement	26 Dec 2007	11

# Not to send DD Form 254's electronically (Modification P00010 dated 15 January 2008)

Attachment 2 Government Furnished Property List 5 Jan 2005 1

Revised Attachment 2 Government Furnished Property List Undated 2

(End of Summary of Changes)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188						
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