H&R COMPANY

MODIFICATION P00021 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00020

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-06 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)

ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

ACRN: AF

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

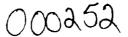
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00020

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

a. CLINs 0001 and 0002:

	(1) Amount Required for Full Funding:	\$ 1,482,003
		(b)(4)
	(3) Total Amount Allotted and Obligated:	\$ 457,003
	(4) Net Amount Required for Full Funding:	\$ 1,025,000
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	23 Sep 98
b.	CLINs 0003 and 0004:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b)(4)
	(3) Amount Separately Obligated for Payment of Target Fee:	
	(4) Total Amount Allotted and Obligated:	\$ 22,120,819
	(5) Net Amount Required for Full Funding:	\$ 73,855,004
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	22 J an 99
C.	CLINs 0005 and 0006:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$_TBD
	(3) Amount Separately Obligated for Payment of Base Fee:	\$
	(4) Amount Separately Obligated for Payment of Award Fee:	\$
	(5) Total Amount Allotted and Obligated:	\$
	(6) Net Amount Required for Full Funding:	\$



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

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

- a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.
- b. Pursuant to the Limitation of Funds clause, the sum of \$457,000 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 23 Sep 98. The amount of so obligated for Potential Fee for a total amount (b)(4)
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$20,316,210 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 22 Jan 99. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

 (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

AMENDMENT OF SOLICITA	TION/MODIFICAT	TION OF CONTRACT	, ILCORT	BACT TO COOR	PAGE OF PAGES
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00022

PAGE

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OF

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NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Based on the FY 99 Appropriation Act the amount of FY99 planned funding for Contract DASG60-98-C-0001 will not exceed \$8.5M. The Stop Work Order agreed to by Modification P00017 is extended through 30 Sep 99 and is expanded and clarified as follows:

- A. Stop all Work except for activities related to Roving Sands 99 and system/subsystem/sensor engineering to support sensor demonstration planning.
- B. Also Stop all work related to CDRLs except CDRLs A001, A005, A006, A016, A017, A019, A020.
 Work on these CDRLs is limited to report of Roving Sands activities.
- C. Within the work related to Roving Sands (RS) 99, priority shall be given to development of the JLENS Prototype Processing Station (PPS) and communication payload. This also includes effort for participation in the ASCIET 99 demonstration that is part of JLENS preparation for RS 99. This does not include planning or work towards TMDI 98.
- D. With respect to C. above, the performance schedule is as follows: The first of a series of technical reviews will be held in Dec 98. This review will be used by the government to determine the readiness of the PPS for participation in ASCIET 99. Final DRRs are scheduled for Feb 99 for ASCIET 99 and Apr 99 for RS 99.
- E. The government will continue to provide the 71M testbed and/or the 15M platform in FY 99 as GFE to support FY 99 exercises and demonstrations.
- F. The contractor shall participate in program reviews, such as monthly face-to-face PM level meetings, and make maximum use of VTC capability.
 - G. Stop all effort associated with JLENS System Model (JSM).

The parties agree that the options for CLINs 0005/0006 and 0007/0008 are extended by the total period of time of the stop work orders issued under this contract, subject to an equitable adjustment, prior to their execution.



50336-101

AMENDMENT OF SOLICITAT	ION/MODIFICAT	TION OF CONTRACT	ľ		V	PAGE OF PAGE
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A THIS CHANGE ORDER IS ISSUED PURSUAN CONTRACT ORDER NO. IN ITEM 10A. B.THE ABOVE NUMBERED CONTRACT/ORDE office, appropriation date, etc.) SET FORTH IN I C. THIS SUPPLEMENTAL AGREEMENT IS ENTI-dutual Agreement "FAR 43.103(a)" J.OTHER (Specify type of modification and authority is not. X DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) age Code: 1CEX7 "IN: 04-2977414 Index No.: ER9D730100-018 de Page 2	T TO: (Specify authority) R IS MODIFIED TO REF TEM 14, PURSUANT TO ERED INTO PURSUANT y) is required to sign this doo ION (Organized by UCF a	THE CHANGES SET FORTH IN LECT THE ADMINISTRATIVE THE ALTHORITY OF FAR 43 TO ALTHORITY OF: umsol and return the still be addings, including solicital action beadings, including solicital action beadings, including solicital	CHA-103()	ANGES (mass). To the issue on tract subj	ch as changes in ing office.	(b) DATE SIGNED (b)(6)

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CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE			
	DASG60-98-C-0001-P00023	2	OF	2	

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to FAR 43.103(b), the government elects to make an administrative correction to the ACRN assigned in Modification P00021, and

Whereas, pursuant to Paragraph H-14 KEY PERSONNEL of the contract, the contractor has requested the consent of the contracting officer for changes to the Key Personnel List in the contract, and

Now, Therefore, the contract is modified as follows:

- 1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to correct the ACRN in Modification P00021 for ACCT CLASS 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H from ACRN AD to ACRN AE.
- 2. Paragraph H-14. KEY PERSONNEL, is modified to change subparagraph b. Key Personnel List to read as follows:
- b. Key Personnel List:

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

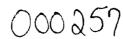
 $3. \ \ The following page substitutions are hereby incorporated into the contract:$

DELETE
Page 24, Modification P00013
Page 13A, Modification P00021

Page 24, Modification P00023 Page 13A, Modification P00023

ADD

, F 3(4)



H&R COMPANY

MODIFICATION P00023 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00021

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

MODIFICATION P00023 TO CONTRACT DASG60-98-C-0001 PAGE 24 OF 49 PAGES PREVIOUS: MOD P00013

(b)(6)

b. Key Personnel List:

NAME DOCITION

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

- H-16. PROCUREMENT PRIOR TO CDR: The contractor is authorized to fabricate the items associated with the following prior to CDR:
 - a. Fiber Optic Interface
 - Communication Payload Infrastructure
 - c. Weather Instruments

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTR	ACT	LIGONITA	VIT ID CODE	PAGEO	PAGES
AIMENDMENT OF SOLICITATION/MODIFICATION OF CONTR	ACI		V	1	4
2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURG	CHASE REQ.	NO.	5. PROJECT N	O.(If appli	cable)
P00024 99 JAN 20					
SSUED BY A SPACE AND MISSILE DEFENSE COMMAND CODE W31RPD 7. ADMINISTERED BY DEFENSE LOGISTICS AGEN	(If other tha	n item 6)	CODE		
SMDC-CM-CN P 0 BOX 6364 P0 BOX 1500					
HUNTSVILLE, AL 35807-3801 ANAHEIM. CA 92816					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)	94	L AMENI	OMENT OF SO	LICITATI	ON NO.
H&R COMPANY 2175 PARK PLACE	98	. DATED	(SEE ITEM 11)	
	X 10	A. MÖD. ASG60-9	OF CONTRAC 8-C-0001	T/ORDER	NO.
EL SEGUNDO, CA 90245	10	B. DATE	D (SEE ITEM	(3)	
CODE FACILITY CODE	X 30	-Jan-199	8		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF	SOLICITATI	ONS			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer	is e	xtended,	is not exter	ded	
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by					
(a) By completing Items 8 and 15, and returning opies of the document; (b) By acknowledging receipt of this ame or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF Y					
RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPEC					
REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such chang	e may be made b	y talagram o			
provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening	hour and date spe	ecified.			
2. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTR	ACTS/OBDE	DS			
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED		KJ.			
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FO		1 14 ARE	MADE IN THE	3	
CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTR			ch as changes in	paying	
office, appromiation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF E THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	MIC 45.103(B	<i>)</i> .			
D.OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor X is not, is required to sign this document and return	copies	to the issu	ing office.		
 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including where feasible.) 	soncitation/co	ntract subj	eet matter		
Cage Code: 1CEX7					
Tage Code, 19EA					
TIN: 04-2977414					
TIN: 04-2977414					
TIN: 04-2977414 Order No.: ER9D730100-02					
TIN: 04-2977414 Order No.: ER9D730100-02					
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TIŇ: 04-2977414 Order No.: ER9D730100-02 See Page 2					
TIN: 04-2977414 Order No.: ER9D730100-02 See Page 2 Except as provided herein, all terms and conditions of the document referenced in Rem 9A or 10A, as heretofore changed, remains	unchanged and i	n full force s	und offect.		
TIN: 04-2977414 Order No.: ER9D730100-02 See Page 2 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains 5A, NAME AND TITLE OF SIGNER (Type or print)	unchanged and i	n full force s			. ,
TIN: 04-2977414 Order No.: ER9D730100-02 See Page 2 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains 5A, NAME AND TITLE OF SIGNER (Type or print)	unchanged and i	n full (orce n		DÂTE S	. ,
TIN: 04-2977414 Order No.: ER9D730100-02 See Page 2 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains 5A, NAME AND TITLE OF SIGNER (Type or print) 5B, CONTRACTOR/OFFEROR 15C, DATE SIGNED 16	unchanged and i	n full force a		date s	. ,
TIN: 04-2977414 Order No.: ER9D730100-02 See Page 2 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains 5A. NAME AND TITLE OF SIGNER (Type or print)	unchanged and i	n full force a	160	. DATE S. (b)	(6)7

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Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00024

PAGE

2

OF

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0001 and 0002 (ACRN AA) of the contract, and

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

NOW, THEREFORE, the contract is modified as follows:

- 1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:
- a. CLINs 0001 and 0002:

ACRN: AA

ACCT CLASS: 2182030 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H ORDER NO/PRON: ER8D730400-06 FUNDED AMOUNT: (\$9,503) MODIFICATION P00024

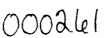
b. CLINs 0003 and 0004:

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H ORDER NO/PRON: ER8D730500-12 FUNDED AMOUNT: \$9,503 MODIFICATITON P00024

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H ORDER NO/PRON: ER9D730100-02 FUNDED AMOUNT: \$5,257,000 MODIFICATION P00024



50336-101

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00024	PAGE 3	OF	4	

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

THIS

a. CLINs 0001 and 0002:

715 A	PRIOR	MODIFICATION	TOTAL	
(1) Amount Required for Full Funding:	\$1,482,003	-0-	\$1,482,003	
(2) Amount Allotted under the LOF Clause for Payment of Costs:				(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 457,003	(\$9,503)	\$ 447,500	
(4) Net Amount Required for Full Funding:	\$1,025,000	\$9,503	\$1,034,503	
(5) Estimated Period of Performance the Allotted Amount will Cover:		30 Sep 99		
b. CLINs 0003 and 0004:				
(1) Amount Required for Full Funding, Including Fee(s): (2) Amount Allotted under the	\$95,975,823	- 0 -	\$95,975,823	•
LOF Clause for Payment of Target Costs:				(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:				
(4) Total Amount Allotted and Obligated:	\$22,120,819	\$ 5,266,503	\$27,387,322	
(5) Net Amount Required for Full Funding:	\$73,855,004	(\$5,266,503)	\$68,588,501	
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 9 9		

000262

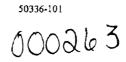
50336-101

REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00024	PAGE 4	OF	4	
l l				

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

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

DELETE	ADD
Page 13, Modification P00019	Page 13, Modification P00024
Page 13A, Modification P00023	Page 13A, Modification P00024
Page 14, Modification P00021	Page 14, Modification P00024
Page 21, Modification P00021	Page 21, Modification P00024



H&R COMPANY

MODIFICATION P00024 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00023

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)

ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)

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

2	CI	Me	0001	and	0002

(1)	Amount Required for Full Funding:	\$	1,482,003	
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:			(b)(4)
(3)	Total Amount Allotted and Obligated:	\$	447,500	,
(4)	Net Amount Required for Full Funding:	\$	1,034,503	
(5)	Estimated Period of Performance the Allotted Amount Will Cover:	3	0 Sep 99	
	27 0000 40004			

b. CLINs 0003 and 0004;

(1) Amount Required for Full Funding, Including Fee(s): \$95,975,823

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

\$ 27,387,322

- (4) Total Amount Allotted and Obligated:
- (5) Net Amount Required for Full Funding:

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

\$ 68,588,501

30 Sep 99

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s): \$178,557,669

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

(3) Amount Separately Obligated for Payment of Base Fee: \$_____

(4) Amount Separately Obligated for Payment of Award Fee: \$_____

(5) Total Amount Allotted and Obligated:

(6) Net Amount Required for Full Funding: \$_____

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

MODIFICATION P00024 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00021

H-8 GOVERNMENT-FUE	RNISHED FUELS PRO	VIDED		Ī
Tre Coveriment for	CHISTED TOLLS INC		s as identified below will be	(b)(3)(A)
provided through	in ac		clause of this contract entitled	(i)&Title 10
Government Property (Cost-Re				Sec 130 (a)(b)
time the contractor may order				
Officer in maintaining accoun				
when fuels ordered exceed 85 g	percent of the amount speci	ified below. This is	requested for each fuels type	
listed. The contractor will be i				
below:				
	NATIONAL STOCK	UNIT OF	QUANTITY	
NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP	
II O DEGLEN GENEVER	T3/ TO COST (COST	AC AN DIDEDES	TO POST STATE AND THE CONTROL	
H-9. <u>DESIGN SENSITIVI</u> contractor may propose chang	TY TO COST (COST			
(CAIV). Those changes whi		•		
implemented by the contractor				
the government. Changes wh				
without an equitable reductio				
demonstrates 1) a comparable				
the government, and 3) the cha	- •	•		
however, shall the contractor p				
of the APS.	ropose to reduce or affect in	ic requirements of p	ranagraph 14.2 of 14ppondix 14	
01 d.0 1 11 D.				
H-10. INCREMENTAL FUN	IDING OF THE CONTRA	NCT:		
		scal year will be ma	de on an incremental basis in	
accordance with the LIMITATI	ON OF FUNDS clause.			
				I
			7,500 is presently allotted to	
CLIN 0001 and available for p	•	•		(b)(4)
amount of obligated for Po	otential Fee for a total amou	THE OF	CLIN 0001.	
c. Pursuant to the	I IMITATION OF FUND	S clauca the cum	of \$25,149,711 is presently	I
allotted to CLIN 0003 and avai				
99. The amount of			able), for a total amount of	(b)(4)
			obligated (combined amounts	()
for Cost and Potential Fee) as for			and Carrie (agree and antioning	
	- ·			•
	PLANNED DATE			
	OF FUNDING	AMOUNT	CUMULATIVE	

	OF FUNDING	<u>AMOUNT</u>	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

AMENDMENT OF SOLICITA	TION/MODIFICA	TION OF CONTRACT		V	1 1 3
. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE R	EQ. NO	5. PROJECT N	NO (If applicable)
<u> 1025</u>	27-jan-1999		•		. ,.
SUED BY CO	DE W31RPD	7. ADMINISTERED BY (If other	than item 6)	CODE	
SA SPACE AND MISSILE DEFENSE COMMAND MDC-CM-CN		P O BOX 6364		_	
BOX 1500					
INTSVILLE, AL 35807-3801		ANAHEIM, CA 92818	·		
NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and	Zip Code)	9A. AMEN	DMENT OF SO	LICITATION NO.
H&R COMPANY		-	9B DATE	D (SEE ITEM 11)
2175 PARK PLACE					,
		x	DASG60-	OF CONTRAC	T/ORDER NO.
EL SEGUNDO, CA 90245		-	 	ED (SEE ITEM	13)
ODF.	FACILITY CODE	×	\$,	,
11. T		S TO AMENDMENTS OF SOLICIT	ATIONS		
The above numbered solicitation is amended as set forth in	Item 14. The hour and date spec	ified for receipt of Offer	is extended.	us not exter	nded.
Offers must acknowledge receipt of this amendment prior	to the hour and date specified in	ا he solicitation or as amended by one of the f	e ollowing methor	to:	
(a) By completing Items 8 and 15, and returning	• '	acknowledging receipt of this amendment on	• • •		
or (c) By separate letter or telegram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE R					
REJECTION OF YOUR OFFER. If by virtue of this amen	dment you desire to change an of	for already submitted, such change may be m	ada by tologram		
provided each telegram or letter makes reference to the sol	·	I is received prior to the opening hour and de	to specified.		
. ACCOUNTING AND APPROPRIATION DAT	` ' '				
	SCHEDULE	NULT A SECOND OF CONTROL OF COLOR			
		DIFICATIONS OF CONTRACTS/OF DER NO. AS DESCRIBED IN ITEM			
A.THIS CHANGE ORDER IS ISSUED PURSUA				E MADE IN TH	E
CONTRACT ORDER NO. IN ITEM 10A.	(-p),	,			_
B.THE ABOVE NUMBERED CONTRACT/ORI	DED 19 MODIFIED TO DE	ELECT THE ADMINISTRATIVE	HANGES (c	uch ac channae in	navina
office, appropriation date, etc.) SET FORTH IT				non as changes in	paying
C.THIS SUPPLEMENTAL AGREEMENT IS EN	TERED INTO PURSUAN	T TO AUTHORITY OF:			
D.OTHER (Specify type of modification and author					
UNILATERAL: Contract Clause No. 71, "Lim	• •				
IMPORTANT: Contractor X is not,	is required to sign this d	ocument and return co	pies to the iss	uing office.	
DESCRIPTION OF AMENDMENT/MODIFICA			-		
where feasible.)	ATTON (Organized by OCR	section neadings, including solicitation	TV COFILIALE SUI	oject matter	
Cage Code: 1CEX7					
TIN: 04-2977414 Order No.: ER8D730500-14					
see Page 2					
ept as provided herein, all terms and conditions of the docur A. NAME AND TITLE OF SIGNER (Type or prin		A, as heretofore changed, remains unchanged			- mintl
T GENERALD LITTE OF STOLER (TABE OF BUT	n.)				
B. CONTRACTOR/OFFEROR	ISC. DATE SIGNED	P ANTEN STATES OF AMERIC		160	C. DATE SIGNED
B. CONTRACTOR/OFFEROR					
B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		NY NY			c. date signed _{7-Jan-1999} (b

000267

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00025 PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H ORDER NO/PRON: ER8D730500-14 FUNDED AMOUNT: \$236,500 MODIFICATION P00025

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

		THIS	CUMULATIVE	
	PRIOR	MODIFICATION	TOTAL	
(1) Amount Required for Full				
Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95 ,9 75 , 82 3	
(2) Amount Allotted under the				
LOF Clause for Payment of				
Target Costs:				1. 1.1
J.				1 b K 7)
(3) Amount Separately Obligated				
for Payment of Target Fee:				(b)(4)
				(2)(1)
(4) Total Amount Allotted				
and Obligated:	\$27,387,322	\$236,500	\$27,623,822	
(5) Net Amount Required for				
Full Funding:	\$68,588,501	(\$236,500)	\$68,352,001	
(6) Estimated Period of				
Performance the Allotted				
Amount will cover:		30 Sep 99		
		-		

50336-101

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00025	PAGE 3	OF	3	

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

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

DELETE
Page 13A, Modification P00024
Page 14, Modification P00024
Page 21 Modification P00024

ADD
Page 13A, Modification P00025
Page 14, Modification P00025
Page 21, Modification P00025



H&R COMPANY

MODIFICATION P00025 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00024

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-02 ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-05 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-06 FUNDED AMT: \$ 19,764 (P00014) ER8D730500-08 **FUNDED AMT: (\$** 30,000)(P00015) ER8D730500-10 FUNDED AMT: \$ 525,000 (P00020) ER8D730500-11 ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)

ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)

(b)(4)

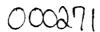
G-6 IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds;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

a	CLINS	0001	and	0002:

CI .	CL	11 13 0001 and 0002.	
	(1)	Amount Required for Full Funding:	\$ 1,482,003
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	
	(3)	Total Amount Allotted and Obligated:	\$ 447,500
	(4)	Net Amount Required for Full Funding:	\$ 1,034,503
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.	CL	Ns 0003 and 0004:	
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b)(4)
	(3)	Amount Separately Obligated for Payment of Target Fee:	
	(4)	Total Amount Allotted and Obligated:	\$ 27,623,822
	(5)	Net Amount Required for Full Funding:	\$ 68,352,001
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
C.	CLI	Ns 0005 and 0006:	
	(1)	Amount Required for Full Funding, Including Fee(s):	\$178,557,669
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
	(3)	Amount Separately Obligated for Payment of Base Fee:	\$
	(4)	Amount Separately Obligated for Payment of Award Fee:	\$
	(5)	Total Amount Allotted and Obligated:	\$

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

(6) Net Amount Required for Full Funding:



H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement. Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below.

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

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

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

H-10 INCREMENTAL FUNDING OF THE CONTRACT:

- a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.
- b Pursuant to the Limitation of Funds clause, the sum of \$447,500 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of the sobligated for Potential Fee for a total amount of the control of the sobligated for Potential Fee for a total amount of the control of the contr

(b)(4,

c Pursuant to the LIMITATION OF FUNDS clause, the sum of \$25,366,766 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of its obligated for Potential Fee (if applicable), for a total amount of or CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows

(b)(4)

	PLANNED DATE <u>OF FUNDING</u>	<u>AMOUNT</u>	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546.043	\$ 546.043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

AMENDMENT OF SOLICITAT	CION/MODIFICAT	TION OF CONTRAC	CONTR.	ACT ID CODE	PAGE OF PAGES
				V	1 2
:. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQ. NO.	5. PROJECT N	O.(If applicable)
	99 FEB 4	7	1 1 2 0	4005	
(SSUED BY COD A SPACE AND MISSILE DEFENSE COMMAND	E W31RPD	7. ADMINISTERED BY (If o	ther than (lem 5)	CODE	
(DC-CM-CN 0 BOX 1500		P O, BOX 5364			
INTSVILLE, AL 35807-3801		ANAHEIM, CA 92816			
NAME AND ADDRESS OF CONTRACTOR (N	o., street, county, State and I	Zip Code)	9A. AMEN	DMENT OF SOI	ICITATION NO.
100 00 IB 4404					
H&R COMPANY 2175 PARK PLACE			9B. DATEL	(SEE ITEM 11))
ZITS PARK PLACE			V 10A MOD.	OF CONTRAC	DORDER NO
CL OFFILING OA OFFIC			A DASG60-9	8-C-0001	
EL SEGUNDO, CA 90245	PACIFIC CORP.		!	D (SEE ITEM 1	3)
DDE	FACILITY CODE	TO AMENDMENTS OF SOLIC	X 30-Jan-199	18	
· · · · · · · · · · · · · · · · · · ·					L 1
The above numbered solicitation is smended as set forth in	•	·	is extended,	is not exten	ded.
Offers must acknowledge receipt of this amendment prior to (a) By completing items 8 and 1.5, and returning	•	ie solicitation or as amended by one of t sknowledging receipt of this amendment	•		
or (c) By separate letter or telegram which includes a refere					
RECEIVED AT THE PLACE DESIGNATED FOR THE R					
REJECTION OF YOUR OFFER. If by virtue of this amond provided each telegram or letter makes reference to the soli				or letter,	
ACCOUNTING AND APPROPRIATION DATA					
	SCHEDULE				
		IFICATIONS OF CONTRACTS	ORDERS.		······································
		ER NO. AS DESCRIBED IN IT			
A.THIS CHANGE ORDER IS ISSUED PURSUA	NT TO: (Specify authority)	THE CHANGES SET FORTH	N ITEM 14 ARE	MADE IN THE	
CONTRACT ORDER NO. IN ITEM 10A.					
B.THE ABOVE NUMBERED CONTRACT/ORD	ER IS MODIFIED TO RE	LECT THE ADMINISTRATIV	E CHANGES (su	ch as changes in	paying
office, appropriation date, etc.) SET FORTH IN	ITEM 14, PURSUANT TO	THE AUTHORITY OF FAR 4			
C.THIS SUPPLEMENTAL AGREEMENT IS EN	TERED INTO PURSUANT	TO AUTHORITY OF:			
D.OTHER (Specify type of modification and author	nity)				
Dio 11201 (op-oxy type ox medicalical and addis-	,,				
IMPORTANT: Contractor X is not,	is required to sign this do	cument and return	copies to the issu	ing office.	
DESCRIPTION OF AMENDMENT/MODIFICA	TION (Organized by LICE a	ection headings, including solicit	ation/contract sub	iert matter	
where feasible.)	TION (Organized by OCF s	section headings, mending soften	stion/cond act suo	jeet mater	
age Code: 1CEX7					
IN: 04-2977414					
rder No.: ER9D730100-03					
ept as provided herein, all terms and conditions of the docum	ent referenced in Item 9A or 10A.	as heretofore changed, remains unchan	ged and in full force	and effect	
		as heretofore changed, remsins unchan			(b)(
ept as provided herein, all terms and conditions of the docum A. NAME AND TITLE OF SIGNER (Type or print) 16.			RICER CTure or)(a)
A. NAME AND TITLE OF SIGNER (Type or print) [16.			RICER CTure or	(b)(
A. NAME AND TITLE OF SIGNER (Type or print) 16.	A NAME AND TITLE OF COM		HICEP CTATE OF	(D)(
A. NAME AND TITLE OF SIGNER (Type or print) [16. SC. DATE SIGNED [16]	A NAME AND TITLE OF COM	TRACTING OF	HICEP CTATE OF	(b)(

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Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00026 2 OF 2

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Modification P00024, first paragraph, is corrected to read: "WHEREAS, pursuant to the contract Clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and "

WHEREAS, the government elects to modify the Accounting and Appropriation Data for the purpose of making offsetting adjustments in the funds allocated, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified as shown below:

CLINs 0003 and 0004:

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H ORDER NO.: ER9D730100-03 FUNDED AMT: (\$1,000,000) MODIFICATION P00026

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H ORDER NO.: ER8D730500-15 FUNDED AMT: \$1,000,000 MODIFICATION P00026

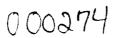
2. The following page substitutions are incorporated into the contract:

DELETE

ADD

Page 13A, Modification P00025

Page 13A, Modification P00026



H&R COMPANY

MODIFICATION P00026 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00025

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)

ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024) ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)

ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

AMENDMENT OF SOLICITAT	TION/MODIFICA'	TION OF CONTRACT	I, CONTE	VCLID CODB	PAGE	F PAGES
				V	1	4
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQ. NO.	5. PROJECT N	O,(If app	licable)
227 + 8 6 5 Q M	26-Apr-1999		4. 9. 45	CORET		
. ISSUED BY BA SPACE AND MISSILE DEFENSE COMMAND	DE W31RPD	7. ADMINISTERED BY (If oth DEFENSE LOGISTICS AGENCY	er than item 6)	CODE		
MDG-CM+CN O BOX 1600		P. C. BOX 6364				
UNTSVILLE, AL 36807-3801	•	ANAHEM, CA 92816				
NAME AND ADDRESS OF CONTRACTOR (N	lo., street, county, State and		9A AMEN	DMENT OF SO	LICITATI	ON NO.
LIGH COMBANY		-	AD DATE	VODE FFEN III		
H&R COMPANY 2175 PARK PLACE			JB. DALE) (SEE ITEM 11))	
The Hurt Broc				OF CONTRAC	T/ORDER	NO.
EL SEGUNDO, CA 90245		<u> </u>	DASSOC		31	
CODE	PACILITY CODE		X 30-Jen-19	ed (see item 1 Pa	رد.	
		TO AMENDMENTS OF SOLICE				
The above resultered solicitation is smended as set forth in			is extended.	is not exten	ded	
Offers must seknowledge remipt of this essenderent prior t	o the hour and data specified in th	i In solimitation or an amended by own of the		: e:		
(a) By completing Items it and 15, and returning	copies of the document, (b) By a	showledging receipt of this amendment o	ur eest sobh at spi	offer submitted;		
or (c) By separate latter or relegram which includes a refere RECEIVED AT THE PLACE DESIGNATED FOR THE R						
REJECTION OF YOUR OFFER. If by virtue of this assessed	iment you derive to charge on all	er already submitted, such oburge susy be	rands by telegrees			
provided each telegram or letter makes reference to the soli		is reseived prior to the opening hour and	data specified.			
Accounting and appropriation data.	A (If required) SCHEDULE					
		IFICATIONS OF CONTRACTS/	100ED0			
		ER NO. AS DESCRIBED IN ITE				
A THIS CHANGE ORDER IS ISSUED PURSUA	NT TO: (Specify authority)	THE CHANGES SET FORTH IN	ITEM 14 ARI	MADE IN THE	_	
CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORD				ich as changes in i	paying	
office, appropriation date, etc.) SET FORTH IN THIS SUPPLEMENTAL AGREEMENT IS EN			103(B).	~		
FAR 52.245.15, "Stop Work Order" & FAR 52.						
D.OTHER (Specify type of modification and author				***************************************		***************************************
IMPORTANT: Contractor is not, X	is required to sign this do	nument and return 1 c	opies to the ies	ing office.		
DESCRIPTION OF AMENDMENT/MODIFICA	TION (Organized by UCF	section beadings, including solicitat	ion/contrast sub	jest meller		
where feasible.) Cage Code: 1CEX7						
TIN: 04-2977414						
Order No: ER9D740100-01						
See Page 2						
ept as provided herein, ell terms and conditions of the docum	ant referenced in Bern 9A or 10A,	es heretofore observed, remains unchange		and effect. NICER (Tyme or)	min!	
	10.					(b)
B. 1	SC. DATE SIGNED 161				- 244	ENED
	4/26/99 BY				ا) ر	b)(<u>6</u>)
Constitute of beautiful and institute on signif	7/26/17				uni	599
CEPTION TO SP 30	30-105			TANDARDYO	0 (30 (R	ev. 10-83
PROVED BY OIRM 11-84	2-103-	-		rescribed by OS/	۱ ° '	

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FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00027	PAGE 2	OF	4
NAME OF OFFEROR OR CONTRACTOR H&R COMPANY	396			
e e				
SECTION B Supplies or Services a	nd Prices			
The Stop Work Order agreed to tasks from the stop work order:	in Modifications P00017 and P00022 is further mo	dified to 1	elease th	e following
a. The contractor shall perform JLE following (b) (3) (A)	ENS system hardware and software design and mod	lification	to suppor	rt the
	velop the system level interface-control document (sion Tracking/Illuminating Radar (PTIR), Prototyp and in-flight weapon. (b) (3) (A) n accordance with A012.			
(2) The contractor shall do and the surrogate PTIR.	evelop and (b) (3) (A)		betw	een the PPS
(3) The contractor shall do (b) (3) (A) data link on the weapon system.)	(This includes, but not limited		en the Pl	PS and
(4) The contractor shall de PTIR (b) (3) (A)	evelop	etwe	en the su	irrogate
(5) The contractor shall m	odify the PPS(b) (3) (A)			
 The contractor shall perform pro developing and maintaining program plan. The contractor shall participa 	gram management and system engineering/test engineschedule, financial reports, system ICD, system ite in (b) (3) (A)	ineering ntegration	requirem 1 plan, sy	ents for estern test
c. The contractor shall continue to	submit data in accordance with CDRLs A001, A00	5, A006,	A016, A0	017, A019,

and A020.

d. The contractor shall support forward pass PDR and CDR and other IPT/technical reviews.

e. The contractor shall support the (b) (3) (A) System Integration Test and System Test.

f. The contractor shall submit a final Test Report in accordance with CDRL B015.

g. The government will provide (b) (3) (A)

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00027	PAGE 3	OF	4	
		!			

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

- 2. Pursuant to the contract clause, "Limitation of Funds," the contract is modified to withdraw an increment of funds from CLINs 0001 and 0002 and to add an increment of funds to partially fund CLINs 0003 and 0004 as shown below:
- a. Paragraph G-5 ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0001 and 0002:

ACRN: AA

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H ORDER NO.: ER8D730400-07 FUNDED AMOUNT: (\$7,400) MODIFICATION P00027

CLINs 0003 and 0004:

ACRN: AF

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100 S01021 ER9D740100/9ННЛ.6/H

ORDER NO.: ER9D740100-01 FUNDED AMOUNT: \$4,300,000 MODIFICATION P00027

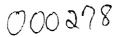
b. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0001 and 0002;

NSN 7540-01-152-8057

	PRIOR	MODIFICATION	TOTAL	
(1) Amount Required for Full Funding:	\$ 1,482,000	- 0 -	\$1,482,003	
(2) Amount Allotted under the LOF Clause of Payment of Costs:				(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 447,500	(\$7,400)	\$ 440,100	
(4) Net Amount Required for Full Funding:	\$ 1,034,503	\$7,400	\$1,041,903	
(5) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99		

THIS



50336-101

CUMULATIVE

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00027 OF 4

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

CLINs 0003 and 0004:

PRIOR

THIS **MODIFICATION** **CUMULATIVE** TOTAL

(1) Amount Required for Full

Funding, Including Fee(s):

\$95,975,823

- () -

\$95,975,823*

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

(3) Amount Separately Obligated for Payment of Target Fee:

(4) Total Amount Allotted and Obligated:

\$27,623,822

\$4,300,000

\$31,923,822*

(5) Net Amount Required for Full Funding:

\$68,352,001

(\$4,300,000)

\$64,052,001*

(6) Estimated Period of Performance the Allotted

Amount will cover:

30 Sep 99

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

DELETE

ADD

Page 13, Modification P00024 Page 13A, Modification P00026

Page 13, Modification P00027 Page 13A, Modification P00027 Page 14, Modification P00027

Page 14, Modification P00025 Page 21, Modification P00025

Page 25, Modification P00027



^{*}This amount is pending settlement of Modifications P00017, P00022, and P00027

H&R COMPANY

MODIFICATION P00027 TO CONTRACT DASG60-98-C-0001 PAGE 13 OF 49 PAGES PREVIOUS: MOD P00024

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

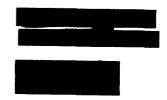
Contract Matters

NAME:

ORGANIZATIONAL CODE: TELEPHONE NUMBERS:

COMMERCIAL:

DEFENSE SWITCHED NETWORK (DSN):



G-4. <u>IDENTIFICATION OF CORRESPONDENCE</u>: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021

ER8D730400/8HHJLE/H

ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)

ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009) ER8D730400-05 FUNDED AMT: (\$500,000)(P00011) ER8D730400-06 FUNDED AMT: (\$525,000)(P00019) ER8D730400-06 FUNDED AMT: (\$9,503)(P00024)

ER8D730400-07 FUNDED AMT: (\$ 7,400)(P00027)

ACRN: AD

ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021

ER7D730800/7HHAER/H

ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)

ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN: AB

ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021

ER7D730700/7HHAER/H

ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)

ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$20,437 (P00005) ER7D730700-06 FUNDED AMT: \$11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009)

ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000a80

H&R COMPANY

MODIFICATION P00027 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00026

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

ACCT CLASS: 9790400,2501 36-6011 P407500,00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

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

a. CLINs 0001 and 0002:

	(1) Amount Required for Full Funding:	\$ 1,482,003
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)
	(3) Total Amount Allotted and Obligated:	\$ 440,100
	(4) Net Amount Required for Full Funding:	\$ 1,041.903
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.	CLINs 0003 and 0004:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823*
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(1.1(4)
	(3) Amount Separately Obligated for Payment of Target Fee:	
	(4) Total Amount Allotted and Obligated:	\$31,923,822*
	(5) Net Amount Required for Full Funding:	\$64,052,001*
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
c.	CLINs 0005 and 0006:	1
	(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$_TBD
	(3) Amount Separately Obligated for Payment of Base Fee:	\$
	(4) Amount Separately Obligated for Payment of Award Fee:	\$
	(5) Total Amount Allotted and Obligated:	\$
	(6) Net Amount Required for Full Funding:	\$

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

*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATION P00017, P00022 AND P00027.

PREVIOUS: MOD P00025

(b)(4)

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

- a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.
- b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of obligated for Potential Fee for a total amount of for CLIN 0001.
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of is obligated for Potential Fee (if applicable), for a total amount of \$31,923,822 for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

				1. CONTR	ACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	'ATION/MODIFICAT	ION OF CONTRACT			V	1 2
MENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQ	NO	5. PROJECT	VO (If applicable)
028	11-May-1999					
	ODE WIRPO	7. ADMINISTERED BY (If of			CODE	
ISA SPACE AND MISSILE DEFENSE CO	MMAND	DEFENSE LOGISTICS AC	BENC	Y	-	
MDC-CM-CN		P. O. BOX 6364				
O BOX 1500						
IUNTSVILLE, AL 35807-3801		ANAHEIM, CA 92816				
AME AND ADDRESS OF CONTRACTOR	(No., Street, County, State and	Zip Code)	9	A. AMEN	DMENT OF SO	LICITATION NO.
ILR COMPANY			9	B. DATE	(SEE ITEM LI)
175 PARK PLACE		Į.				
			x E	ASG60-9	OF CONTRAC	T/ORDER NO.
EL SEGUNDO, CA 90245				B. DATE	D (SEE ITEM	(3)
DE	FACILITY CODE			0-Jan-191	36	
11	. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLIC	TAT	BNO		
The above numbered solicitation is ununded as set forth i	in Dien 14. The hour and date specified	for receipt of Offer	<u> </u>	uttended,	Is not exter	nded.
Offers must acknowledge receipt of this amendment prior						
(a) By complating Items 8 and 15, and returning		nowledging rescipt of this enumbers on		• •		
or (c) By expanses letter or talegram which includes a role RECEIVED AT THE PLACE DESIGNATED FOR THE					H.	
REFECTION OF YOUR OFFER. If by virtue of this was					er.	
provided each telegram or lotter traites reference to the sc		enived prior to the opening hour and date	rpenifia	d.	•	
ACCOUNTING AND APPROPRIATION DA	LTA (If required) SEE SCHEDULE					
		FICATIONS OF CONTRACTS				
		ER NO. AS DESCRIBED IN ITE			MADE BY THE	
A THIS CHANGE ORDER IS ISSUED FURSI CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify amendity)	I HE CHANGES SET FORTH IN	11150	114 ARE	MADE IN THE	
THE ABOVE NUMBERED CONTRACT/O office, appropriation dam, etc.) SET FORTH					p as chades in b	Aying
CTHIS SUPPLEMENTAL AGREEMENT IS 1 52.204-2 "Security Requirements"	ENTERED INTO PURSUANT	TO AUTHORITY OF:				
OOTHER (Specify type of modification and au	thority)				***************************************	······································
MPORTANT: Contractor is not,	X is required to sign this doc	sument and return 1	copie	to the issu	uing office.	
DESCRIPTION OF AMENDMENT/MODIFIC		etion headings including solicitati	on/bor	tract subje	of maller	
where (easible.)						
ge Code: 1CEX7						
(: 04-2977414 Her No: ER9D740100-01A						
Page 2						
-						
t us provided horein, all terms and conditions of the domi	ment referenced in Item 9A or 10A, as h					
THE COESIGNES COMME	(b)(6) 16	THE AND THE OF COM	TRAC	TING OF	FICER (Type or	orist)
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CONTRACT FEROR	ISC. DATE SIGNED 16				160	(P)(e)
(b)(6)	5-10-99					(0)(0)
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EPTION TO SF 10	30-1				STANDARD FO	DRM 10 (864. 10-8
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					2A9 (48 CEP) 5	7 743

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-200028	2 NOE 2	OF	2	

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION J – LIST OF ATTACHMENTS is modified to delete Contract Security Classification Specification (DD Form 254-E), dated 13 Jan 98, 6 pages and add Contract Security Classification Specification (DD Form 254-E), dated 26 Apr 99, 6 pages.

The parties agree there is no monetary or schedule impact as the result of this modification.

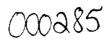
The following page substitution is hereby incorporated into the contract:

DELETE

ADD

Page 47, Basic Contract

Page 47, Modification P00028

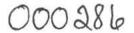


50336-101

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E)	26 Apr 99	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	18 Apr 97	50
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" with Attachment 2 (1 page)	13 Jan 98	13
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28
(b) (7)(E) attached hereto by reference and previously furnished.	Sep 97	86



DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)

1	CLEARANCE	AND	SAFEGU	ARDING
100	CLEMINITOE	WILL .	SALEGO	THE STATE OF

b. LEVEL OF SAFEGUARDING REQUIRED

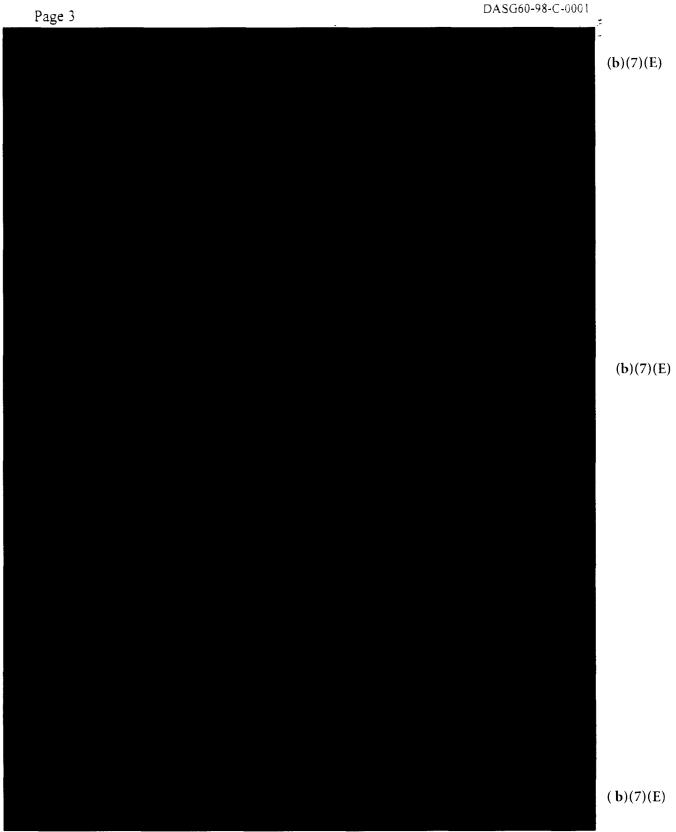
(b)	(7)(E)	
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a. FACILITY CLEARANCE REQUIRED:

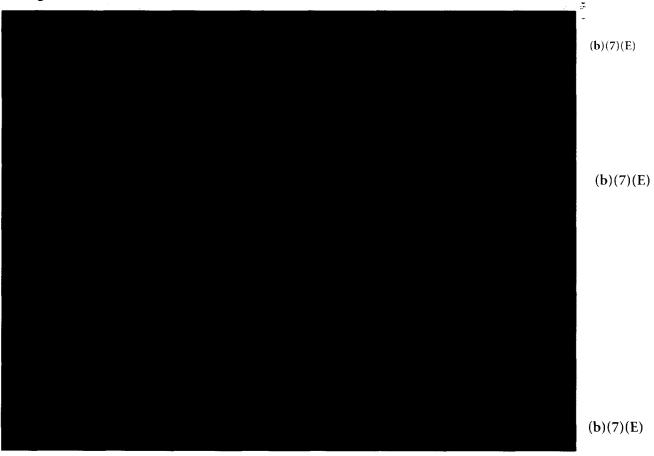
(b)	(7))(E)

	HIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)						
×	a. PRIME CONTRACT NUMBER DASG60-98-C-00	001								Date (YYMN 980113	MDD)
	b. SUBCONTRACT NUMBER				х	b. REVISED (Supercodes Revision No. 1			Date (YYMN 990426	(DD)	
	c. SOLICITATION OR OTHER NUMBE	ICITATION OR OTHER NUMBER Due Date (YYMMDD)					c. F	FINAL (Complete item 5 in a	ll cases)	Date (YYMN	IDD)
4. IS Clas	THIS A FOLLOW-ON CONTRACT? [X sified material received or generated under] YES	[] NC G80-96), if yes, cor 3-C0190	mplete the	follov	ing (Pr	eceding Contract Number) is	s transferred to t	his follow-on c	ontract
5. IS In re	THIS A FINAL DD FORM 254 [] YES sponse to the contractors request dated _	[X]	NO, If y	es, complet ention of the	e the follo	wing:	ified	material is authorized for a p	period of:		
6. CC	ONTRACTOR (Include Commercial and Government	Entity (C.	AGE) Coo	56)							
a. NAME, ADDRESS, AND ZIP H&R Company 2175 Park Place					c. COGNIZANT SECURITY OFFICE (Name. 219 Code) Defense Investigative Service Pacific Region, Southern Sector 3605 Long Beach, Southern Sector 3605 Long Beach, CA 90807-4013			me, Address,	and		
7. SI	JBCONTRACTOR										
a. N	AME, ADDRESS, AND ZIP				b. CAG	E COI	Œ	c. COGNIZANT SECURIT	Y OFFICE (Ma)	me, Address,	and
	*			1				Zip Code)			
8. A0	CTUAL PERFORMANCE							>			
9 G	ENERAL IDENTIFICATION OF THIS PRO	CURE	MENT								
5. 0.	ENERGY DESTRICTION OF THE PAGE	00116	WILLIAM								
								(b)(3)			
10.m	IIS CONTRACT WILL REQUIRE ACCESS TO	YES	NO	11, IN PERFO	RMING THIS	CONTRAC	T, THE	CONTRACTOR WILL:		YES	NO
a.COM	MUNICATIONS SECURITY (COMSEC) INFORMATION	(b) (7)(E)	a. HAVE ACCE	SS TO CLASSI	FIED INF	TAMP	ION ONLY AT ANOTHER CONTRACTORS	FACILITY OR GOVERNM	(b) (7)(E)
b REST	TRICTED DATA			b. RECEIVE CL	ASSIFIED DOC	UMENTS	ONLY				
c. CRIT	CAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AN	O GENERATE	RATE CLASSIFIED MATERIAL					
1 FORM	MERLY RESTRICTED DATA			d. FABRICATE,	MODIFY, OR S	TORE C	ASSIFI	ED HARDWARE			
. INTE	LIGENCE INFORMATION			e PERFORM S	ERVICES ONL	Υ					
(1) Se	nsitive Compenimented Information (SCI)			I, HAVE ACCES	S TO US CLAS	SSIFIED II	FORM	ATION OUTSIDE THE U.S., PUERTO RICO	U.S. POSSESSIONS AN	ю	
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/ SPECI	AL ACCESS INFORMATION			n REQUIRE A CO	ON BEC ACCOUN	vr					
2 NATO	INFORMATION			I. HAVE TEMPES	TREQUIREMEN	73					
E	ON GOVERNMENT INFORMATION			J. HAVE OPERAT	IONS SECURITY	(OPSEC)	REQUIR	EMENTS			
TE	D DISSEMINATION INFORMATION			K BE AUTHORIZE	ED TO USE THE	DEFENSE	COURSE	ER SERVICE			
FORO	FFICIAL USE ONLY INFORMATION			I OTHER (spearly	1						
COTHE	COTHER (Specify)										

12. PUBLIC RELEASE. Any information (National Industrial Security Program Operating Manual or usubmitted for approval prior to release. NO PUBLIC RELEASE.	classified or unclassified) pertaining to this contract onlines it has been approved for public release by approved for publ	shall not be released for public dissemination except as provided by the propriate U.S. Government authority. Proposed public releases shall be raining TO THIS CONTRACT IS AUTHORIZED.						
[] DIRECT [X] THROUGH (Specify)	ler, U.S. Army Space and Missile Defense Comman	4						
ATTN: SMDC-PA P.O. Box 1500								
Huntsville, Alabam	na 35807-3801	2 4						
to the Directorate for Freedom of Information and Security R	Review, Office of the Assistant Secretary of Defense	(Public Affairs)* for review.						
13. SECURITY GUIDANCE. The security dissatification guidance needed for this dissatified effort is identified below. If any difficulty is encountered in applying this guidance or if any other commodular indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit say questions for interpretation of this guidance to the official identified below. Pending final decision, lies inhorized and provided any provided or the highest twent of classification assigned or recommended. (Fill in as appropriate for the classified effort, Attach, or forward under separate correspondence, any documents/guidea/estracts referenced herein. Add additional pages as needed to provide complete guidance.)								
SEE ATTACHED PAGES								
	y							
	y							
-								
*								
*	- M							
14 ADDITIONAL SECURITY DEC	UDEMENTO							
(If Yes, identify the perfinent contractual clauses in the contract document itself, or		M requirements, are established for this contract. [X] YES [] NO ts. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional						
(b) (7)(E)		REQUIRED - SEE BLOCK 13 REMARKS						
15. INSPECTIONS. ELEMENTS OF THIS CONTRACT	TARE OUTSIDE THE INSPECTION DESPONSIBILITY OF THE COOR	NIZANT SECURITY OFFICE III WAS SWIRED AND 1 1 YES DYI NO						
identify specific areas or elements carved out and the activity responsible for inspe	15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and [] YES [X] NO identify specific areas or elements curved out, and the activity responsible for inspections. (the New 13 if more space is needed.)							
ay Ke	***************************************							
ay Ex								
16. CLASSIFICATION AND SIGNATURE.	Security requirements stated herein a erated under this classified effort. All of	re complete and adequate for safeguarding the questions shall be referred to the official named						
16. CLASSIFICATION AND SIGNATURE. classified information to be released or gene below. a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE Contracting Officer's Representative	re complete and adequate for safeguarding the questions shall be referred to the official named						
16. CLASSIFICATION AND SIGNATURE. classified information to be released or gene below. a. TYPED NAME OF CERTIFYING OFFICIAL (b) (5) d. ADDRESS (Include Zip Code)	b. TITLE Contracting Officer's Representative Industrial Security 17. REQUIRED (X) CONTRACTOR	re complete and adequate for safeguarding the questions shall be referred to the official named c. TELEPHONE (Include Area Code) (b) (6) DISTRIBUTION						
16. CLASSIFICATION AND SIGNATURE. classified information to be released or gene below. a. TYPED NAME OF CERTIFYING OFFICIAL (D) (5)	b. TITLE Contracting Officer's Representative Industrial Security 17. REQUIRED (X) CONTRACTO () COG FOR PRIF	re complete and adequate for safeguarding the questions shall be referred to the official named c. TELEPHONE (Include Area Code) (b) (6) DISTRIBUTION R ITOR ME & SUBCONTRACTOR ITVE CONTRACTING OFFICER						
16. CLASSIFICATION AND SIGNATURE. classified information to be released or gene below. a. TYPED NAME OF CERTIFYING OFFICIAL (b) (5) d. ADDRESS (Include Zip Code) Deputy Commander, U.S. Army Space and Missile Defense Command ATTN: SMDC-AJ-S, P.O. Box 1500 Huntsville, AL 35807-3801	b. TITLE Contracting Officer's Representative Industrial Security 17. REQUIRED (X) CONTRACTO (1) SUBCONTRACTO (2) COG FOR PRIIF (X) ADMINISTRAT	re complete and adequate for safeguarding the questions shall be referred to the official named c. TELEPHONE (Include Area Code) (b) (6) DISTRIBUTION R ITOR ME & SUBCONTRACTOR ITVE CONTRACTING OFFICER						
16. CLASSIFICATION AND SIGNATURE. classified information to be released or generated below. a. TYPED NAME OF CERTIFYING OFFICIAL (b) (5) d. ADDRESS (Include Zip Code) Deputy Commander, U.S. Army Space and Missile Defense Command ATTN: SMDC-AJ-S, P.O. Box 1500	b. TITLE Contracting Officer's Representative Industrial Security 17. REQUIRED (X) CONTRACTO (1) SUBCONTRACTO (2) COG FOR PRIIF (X) ADMINISTRAT	re complete and adequate for safeguarding the questions shall be referred to the official named c. TELEPHONE (Include Area Code) (b) (6) DISTRIBUTION R ITOR ME & SUBCONTRACTOR ITVE CONTRACTING OFFICER						
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(b)(7)(E)



2. AMENDMEN'T MODIFICATION NO.						1 1	2
P00029	3. EFFECTIVE DATE 15-Jun-1999	4. REQUISITION/PURCHASE	E RE	Q. NO.	5. PROJECT 1	VO.(If applie	cable)
A SPACE AND MISSILE DEFENSE C MDC-CM-CN PO BOX 1500	CODE W31RPD OMMAND	7. ADMINISTERED BY (If of DEFENSE LOGISTICS AC P. O. BOX 6364					
HUNTSVILLE, AL 35807-3801		ANAHEIM, CA 92816					
NAME AND ADDRESS OF CONTRACTOR	R (No., Street, County, State and	Zip Code)		9A. AMEN	DMENT OF SO	LICITATIO	N NO.
H&R COMPANY 2175 PARK PLACE				9B. DATE	D (SEE ITEM 11)	
			Х	10A. MOD DASG60-	0. OF CONTRAC 98-C-0001	T/ORDER	NO.
EL SEGUNDO, CA 90245	The property of the second section				ED (SEE ITEM	13)	
ODE	FACILITY CODE	TO ALIENDA (ENERGO DE GOLI	_	30-Jan-19	98		
The above numbered solicitation is amended as set forth		S TO AMENDMENTS OF SOLI	CITA	is extended,	is not exte		_
REJECTION OF YOUR OFFER If by virtue of this a provided each telegram or letter makes reference to the ACCOUNTING AND APPROPRIATION D	solicitation and this amendment, and is				tter,		
	SEE SCHEDULE						
		DIFICATIONS OF CONTRACTS DER NO. AS DESCRIBED IN IT					
A.THIS CHANGE ORDER IS ISSUED PUR. CONTRACT ORDER NO. IN ITEM 10A.	SUANT TO: (Specify authority)				MADE IN THE	3	
HE ABOVE NUMBERED CONTRACT/Office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURSUANT TO	THE AUTHORITY OF FAR 43	CH.	ANGES (su B).	ch as changes in p	naying	
office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURSUANT TO S ENTERED INTO PURSUANT	THE AUTHORITY OF FAR 43 TO AUTHORITY OF:	CH.	ANGES (su B).	ch as changes in p	eaying	
office, appropriation date, etc.) SET FORT OTHER SUPPLEMENTAL AGREEMENT IS	H IN ITEM 14, PURSUANT TO S ENTERED INTO PURSUANT -10 Incremental Funding of the	THE AUTHORITY OF FAR 43 TO AUTHORITY OF:	CH.	ANGES (sue	ch as changes in p	naying	
office, appropriation date, etc.) SET FORT C.THIS SUPPLEMENTAL AGREEMENT IS FAR 52.242.15, "Stop Work Order" and H-	H IN ITEM 14, PURSUANT TO S ENTERED INTO PURSUANT -10 Incremental Funding of the	THE AUTHORITY OF FAR 43 TO AUTHORITY OF: Contract	.103(В).	ch as changes in p	esying	
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office, appropriation date, etc.) SET FORT. C.THIS SUPPLEMENTAL AGREEMENT IS FAR 52.242.15, "Stop Work Order" and H- D.OTHER (Specify type of modification and a IMPORTANT: Contractor X is not, DESCRIPTION OF AMENDMENT/MODIF	H IN ITEM 14, PURSUANT TO BENTERED INTO PURSUANT -10 Incremental Funding of the authority) is required to sign this do FICATION (Organized by UCF)	O THE AUTHORITY OF FAR 43 TO AUTHORITY OF: Contract Courant and return Section headings, including solicita	cop	ies to the iss	suing office. ect matter		
office, appropriation date, etc.) SET FORT C.THIS SUPPLEMENTAL AGREEMENT IS FAR 52.242.15, "Stop Work Order" and H- D.OTHER (Specify type of modification and a IMPORTANT: Contractor X is not, DESCRIPTION OF AMENDMENT/MODIF where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D740100-01B See Page 2	H IN ITEM 14, PURSUANT TO SENTERED INTO PURSUANT 10 Incremental Funding of the authority) is required to sign this do FICATION (Organized by UCF secured by	THE AUTHORITY OF FAR 43 TO AUTHORITY OF: Contract Cournent and return Section headings, including solicital	cop	ies to the iss	suing office. ect matter		GNED
office, appropriation date, etc.) SET FORT C.THIS SUPPLEMENTAL AGREEMENT IS FAR 52.242.15, "Stop Work Order" and H- D.OTHER (Specify type of modification and a IMPORTANT: Contractor X is not. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Cage Code: 1CEX7 FIN: 04-2977414 Order No.: ER9D740100-01B See Page 2 cept as provided herein, all terms and conditions of the dor. A. NAME AND TITLE OF SIGNER (Type or	H IN ITEM 14, PURSUANT TO SENTERED INTO PURSUANT 10 Incremental Funding of the authority) is required to sign this do TICATION (Organized by UCF 1) cument referenced in Item 9A or 10A as 1 print) 15C. DATE SIGNED	THE AUTHORITY OF FAR 43 TO AUTHORITY OF: Contract Courdent and return Section headings, including solicital heretofore changed, remains unchanged as 6A. NAME AND TITLE OF CON	cop	ies to the iss	ect matter Effect FFICER (Type or	print)	

000293

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00029	PAGE 2	OF	2

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

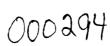
- 1. The Stop Work Order issued by Modifications P00017, P00022 and P00027 is hereby canceled.
- 2. Special Contract Requirement H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c., is modified to change Planned Date of Funding, Amount, and Cumulative as shown below:

		PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0001	Current	t Obligations (Jun 99)		\$ 440,100
		FY 00	.521	
		FY 01	.520	
CLIN 0003	Current	t Obligations (Jun 99)		\$31,923,822
		FY 00	15.480	
		FY 01	17.051	
		FY 02	20.65	
		FY 03	20.65	
CLIN 0005 (O	ption I)	TBD	TBD	TBD
CLIN 0007 (O	ption II)	TBD	TBD	TBD

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

DELETE ADD

Page 21, Modification P00027
Page 22, Modification P00013
Page 21, Modification P00029
Page 22, Modification P00029



b.

MODIFICATION P00029 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00027

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a.	It is expected	that allotments	within each	fiscal	year v	will be	made	on an	incremental	basis	in
accordance v	with the LIMIT.	ATION OF FU	NDS clause								

CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of is obligated for Potential Fee for a total amount of for CLIN 0001.	(b)(4)
c. Pursuant to the LIMITATION OF FUNDS clause, the sum of allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of soligated for Potential Fee (if applicable), for a total amount of \$31,923,822 for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:	(b)(4)

Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	-
	FY 01	.520	

000295

	PLANNED DATE OF FUNDING	<u>AMOUNT</u>	CUMULATIVE
		(In Millions)	
CLIN 0003	Current Obligations (Jun	99)	\$31,923,822
	FY 00	15.480	
	FY 01	17.051	
	FY 02	20.65	
	FY 03	20.65	
CLIN 0005 (OPTION I)	TBD	TBD	ТВД
CLIN 0007 (OPTION II)	TBD	TBD	TBD

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

AMENDMENT OF SOLICITA	ATION/MODIFICAT	TION OF CONTRACT	Cresti	V CODE	1 3
2. AMENDMENT MODIFICATION NO. P00030	3. EFFECTIVE DATE 22-Jun-1999	4. REQUISITION/PURCHASE R	EQ. NO.	5. PROJECT	NO (If applicable)
ED BY CONTROL OF SPACE AND MISSILE DEFENSE CON SIMDC-CM-CN PO BOX 1500	ODE W31RPD	7. ADMINISTERED BY (If other DEFENSE LOGISTICS AGE P. O. BOX 6364		CODE	
HUNTSVILLE, AL 35807-3801		ANAHEIM, CA 92816			
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, State and	Zip Code)	9A. AMEN	DMENT OF SO	LICITATION NO.
H&R COMPANY			9B DATE	O (SEE ITEM 1)	1
2175 PARK PLACE			30.0710	o (DEE ITEM II	2
		×	DASG60-	OF CONTRAC 98-C-0001	T/ORDER NO.
EL SEGUNDO, CA 90245			-	D (SEE ITEM	
CODE	FACILITY CODE	×			ATT (6)
11.	THIS ITEM ONLY APPLIES	S TO AMENDMENTS OF SOLICIT	ATIONS		
Offers must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a refer RECRIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the so	copies of the document, (b) By ac ence to the solicitation and amendmen RECEIPT OF OFFERS PRIOR TO T indiment you desire to change an offer	knowledging receipt of this amendment on ca nt numbers: FAILURE OF YOUR ACKNOW HE HOUR AND DATE SPECIFIED MAY R already submitted, such change may be made!	ch copy of the off LEDGMENT TO ESULT IN THE by telegram or let	38 C	
2. ACCOUNTING AND APPROPRIATION DA	TA (If required)		947°C122		
13. THIS ITE	M APPLIES ONLY TO MOD	DIFICATIONS OF CONTRACTS/OR			
A.THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	17 PHONE CARDON DAY 1995 THE PARTY OF THE PA	DER NO. AS DESCRIBED IN ITEM THE CHANGES SET FORTH IN I		MADE IN THE	
IE ABOVE NUMBERED CONTRACT/OF Ifice, appropriation date, etc.) SET FORTH C.THIS SUPPLEMENTAL AGREEMENT IS E D.OTHER (Specify type of modification and aut	IN ITEM 14, PURSUANT TO ENTERED INTO PURSUANT	THE AUTHORITY OF FAR 43.10		ch as changes in p	paying
UNILATERAL: Contract Clause No. 71, "Lir					
. IMPORTANT: Contractor X is not,	is required to sign this do	ocument and return co	pies to the iss	suing office.	
4. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER8D730500-16 See Page 2 **Except as provided hereus, all terms and conditions of the documents. **Except as provided hereus, all terms and conditions of the documents.	ment referenced in (tem 9A or 10A, as	heretofore changed, remains unchanged and i			
5A. NAME AND TITLE OF SIGNER (Type or pr		A. MANUEL AND COMP. OF COMP.	SOPPER	Worn W	(h)(6)
5B. CONTRACTOR/OFFEROR	ISC. DATE SIGNED 16	B UNITED STATES OF AVERIC	TO SOURCE	16	(b)(6) c. date signed (b)(6)
and the second second second second second	<u>B</u>	Y		2	121JUA-1999
gnature of person authorized to sign)		-(No. wolled		

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

000297

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

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00030 2 OF 3

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

AC

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN:

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H ORDER NO/PRON: ER8D730500-16 FUNDED AMOUNT: \$7,400 MODIFICATION P00030

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	-0-	\$95,975,823*	
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:				(b)(4)
(4) Total Amount Allotted and Obligated:	\$31,923,822	\$7,400	\$31,931,222*	
(5) Net Amount Required for Full Funding:	\$64,052,001	(\$7,400)	\$64,044,601*	
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99		

^{*}This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00030	PAGE 3	OF	3	

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

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

DELETE

ADD

Page 13A, Modification P00027 Page 14, Modification P00027

Page 13A, Modification P00030 Page 14, Modification P00030

Page 21, Modification P00029

Page 21, Modification P00030

H&R COMPANY

MODIFICATION P00030 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00027

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-02 ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-05 ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014) ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) FUNDED AMT: \$ 525,000 (P00020) ER8D730500-11 FUNDED AMT: \$ 9,503 (P00024) ER8D730500-12 FUNDED AMT: \$ 236,500 (P00025) ER8D730500-14

ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026) ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

PREVIOUS: MOD P00027

G-6. <u>IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS</u>

The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds, the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

	(1) Amount Required for Full Funding:	\$ 1,482,003
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)
	(3) Total Amount Allotted and Obligated:	\$ 440,100
	(4) Net Amount Required for Full Funding:	\$ 1,041.903
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
Ь.	CLINs 0003 and 0004:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823*
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs	(b)(4)
	(3) Amount Separately Obligated for Payment of Target Fee:	
	(4) Total Amount Allotted and Obligated:	\$31,931,222*
	(5) Net Amount Required for Full Funding:	\$64,044,601*
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
C.	CLINs 0005 and 0006:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$_TBD_
	(3) Amount Separately Obligated for Payment of Base Fee:	\$
	(4) Amount Separately Obligated for Payment of Award Fee:	\$
	(5) Total Amount Allotted and Obligated:	\$
	(6) Net Amount Required for Full Funding:	\$

MODIFICATION P00030 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00029

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

Potential Fee) as follows:

a.	It is expected	that allotments	within each	n fiscal	year v	will be	made o	n an	incremental	basis	in
accordance w	ith the LIMIT	ATION OF FU	NDS clause	ð.							

CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of this obligated for Potential Fee for a total amount of the for CLIN 0001.	(b)(4)
c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$29,320,019 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99.	1
The amount of sold is obligated for Potential Fee (if applicable), for a total amount of	(b)(4)

Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to

PLANNED DATE
OF FUNDING
AMOUNT
CUMULATIVE

(In Millions)

CLIN 0001
Current Obligations (Jun 99)
FY 00
FY 00
FY 01
.521
FY 01
.520

for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and

000302

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REVISED NOTIONAL SCHEDULE



Space and Missile Defense Command

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THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR				as changes in payi	og
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PORTANT: Contractor is not	is required to sign this doc	nument and return 1	copies to the is	suing office.	
ESCRIPTION OF AMENDMENT/MOD	IFICATION (Organized by UCF sect	ion headings, including solicitatio	n/contract subje	ct matter	
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e Code: 1CEX7 . 04-2977414					
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Page 2					
as provided herein, all terms and conditions of	the document referenced in Item 9A or 10A	a se heretofore changed, remains unch	mged end in full f	bree and	- 16 mm
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CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00031 2 OF 2

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

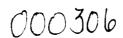
Whereas, pursuant to Contract Clause No. 90, FAR 245-5, "Government property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts (Deviation)," the government elects to incorporate a revised GFP List into the contract,

Whereas, the parties hereto agree that this revised GFP List may be incorporated into the contract without cost or schedule impact, and

NOW, THEREFORE, the contract is modified as follows:

- 1. SECTION J LIST OF ATTACHMENTS is modified to delete GFP Worksheet, 9 Jan 98, 1 page and add Raytheon Government Furnished Property List, 2 Aug 99, 2 pages.
- 2. The following page substitution is hereby incorporated into the contract:

ADD DELETE
Page 48, Basic Contract Page 48, Modification P00031



MODIFICATION P00031 TO CONTRACT DASG60-98-C-0001 PAGE 48 OF 49 PAGES PREVIOUS: BASIC CONTRACT

TITLE	DATE	# OF PAGES	
i,			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b) (7)(E)
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)
Raytheon Government Furnished Property List	2 Aug 99	2	
Memorandum of Agreement Regarding Comprehensive Small Business Subcontracting Plan Raytheon Electronic Systems, attached hereto by reference.	l Oct 97 – 30 Sep 98	24	
Hughes Aircraft Company Defense Systems Subcontracting Plan for the Aerostat Demonstration Program, attached hereto by reference.	28 Oct 97	9	
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	
Acronym List	14 Nov 97	7	

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NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN:

ORDER NO.: ER9D740100-02

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100 S01021 ER9D740100/9HHJL6/H FUNDED AMT: (\$1,000,000)

Modification P00032

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (lof) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*	
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(b)(4)
(3) Amount Separately Obligated for Payment of Target fee:				(b)(4) (b)(4)
(4) Total Amount Allotted and Obligated:	\$31,931,222	(\$1,000,000)	\$30,931,222*	
(5) Net Amount Required for Full Funding:	\$64,044,601	\$1.000,000	\$65,044,601*	
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99		

^{*}This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029

00311

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

50336-101 NSN 7540-01-152-8057

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE 3 DASG60-98-C-0001- P00032 OF 3

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

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

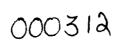
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NSN 7540-01-152-8057

ADD

Page 13A, Modification P00030 Page 14, Modification P00030 Page 21, Modification P00030

Page 13A, Modification P00032 Page 14, Modification P00032 Page 21, Modification P00032



50336-101

H&R COMPANY

MODIFICATION P00032 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00030

7,400 (P00030)

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 \$01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) FUNDED AMT: \$ 19,764 (P00014) ER8D730500-08 ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020) 9.503 (P00024) ER8D730500-12 FUNDED AMT: \$ ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025) ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER8D730500-16 FUNDED AMT: \$

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

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

a C	LINe	0001	and	$0002 \cdot$

	(1) Amount Required for Full Funding:	\$ 1,482,003
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)
	(3) Total Amount Allotted and Obligated:	\$ 440,100
	(4) Net Amount Required for Full Funding:	\$ 1,041.903
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.	CLINs 0003 and 0004:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823*
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b)(4)
	(3) Amount Separately Obligated for Payment of Target Fee:	
	(4) Total Amount Allotted and Obligated:	\$30,931,222*
	(5) Net Amount Required for Full Funding:	\$65,044,601*
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
C.	CLINs 0005 and 0006:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
	(3) Amount Separately Obligated for Payment of Base Fee:	\$
	(4) Amount Separately Obligated for Payment of Award Fee:	\$
	(5) Total Amount Allotted and Obligated:	\$
	(6) Net Amount Required for Full Funding:	\$

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

MODIFICATION P00032 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES

PREVIOUS: MOD P00030

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

- a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.
- b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of this obligated for Potential Fee for a total amount of (b) (4) for CLIN 0001.
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,402,238 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of (b) (4) is obligated for Potential Fee (if applicable), for a total amount of (b) (4) for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
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HUNTSVILLE, AL 35807-3801		ANAHEIM, CA 92816			
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, State and 2	Zip Code)	9A. AMEN	DMENT OF SOL	ICITATION NO.
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H&R COMPANY 21.75 PARK PLACE			9B. DATE	D (SEE ITEM 11)	
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			X DASG60	98-C-0001	
EL SEGUNDO, CA 90245			()	ED (SEE ITEM 13)
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		AMENDMENTS OF SOLICITAT	IONS		
The above numbered solicitation is amended as set fo	•	•	is extended,	is not exten	ded.
Offers must acknowledge receipt of this amoudment					
(a) By completing items \$ and 15, and returning or (c) By separate letter or telegram which includes a		acknowledging receipt of this emoudment adment numbers. FAILURE OF YOUR	• • •		
RECEIVED AT THE PLACE DESIGNATED FOR	THE RECEIPT OF OFFERS PRIOR	TO THE HOUR AND DATE SPECIF	ED MAY RESULT	· IN	
REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the				Yezzi Of	
ACCOUNTING AND APPROPRIATION DA		130atton bitot in me abaning man	era sero shacritar		
	EE SCHEDULE				
-		ATIONS OF CONTRACTS/ORDE	RS		
		O. AS DESCRIBED IN ITEM 14.			
A THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A	JANT TO: (Specify authority) T	THE CHANGES SET FORTH IN I	TEM 14 ARE M	ADE IN THE	
E ABOVE NUMBERED CONTRACT/OR	DED IS MODIFIED TO BEEL	ECT THE ADMINISTRATIVE OF	JANICES (
fice, appropriation date, etc.) SET FORTH				s changes in paym,	8
C.THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUANT T	O AUTHORITY OF:			
D.OTHER (Specify type of modification and aut Unliateral: Contract Clause No.: 71, "Limit	**				
MPORTANT: Contractor X is not,	is required to sign this do	cument and return	copies to the iss	uing office.	
DESCRIPTION OF AMENDMENT/MODIFIC where feasible.)	ATION (Organized by OCF sec	2100 neatings, including socicitatio	n/contract subjec	matter	
age Code: 1CEX7					
N: 04-2977414					
rder No.: ER08/30200-01					
age 2	•				
ot as provided herein, all terms and conditions of the de	ocument referenced in Item 9A or 10.	A, as heretofore changed, remains unch	ergod and in full for	oo and	
NAME AND TITLE OF SIGNER (Type or pri	nt) le	THE COLON			(b)(6)
	ILLO BASE OFF				
CONTRACTOR/OFFEROR	15C. DATE SIGNED 16	COLUMN TO COMPANY OF THE PARTY.			DATE SIGNED
	<u>a</u>				, (p)(b),
nature of person authorized to sign)					Net 77
CEPTION TO SF 30 ROVED BY ORM 11-84	30-105 on			STANDARD FOR	·
AUVELIBI UIRM I I-84				Prescribed by GSA	

000316

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00033 OF 3

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN:

AG

ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200/0HHJLE/H ORDER NO.: ER0D730200-01

FUNDED AMT: \$500,000

Modification P00033

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975, 82 3	- 0 -	\$95,975,823*	-
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(6)(4)
(3) Amount Separately Obligated for Payment of Target Fee:				(b)(4)
(4) Total Amount Allotted and Obligated:	\$30,931,222	\$500,000	\$31,431,222*	
(5) Net Amount Required for Full Funding:	\$65,044,601	(\$500,000)	\$64,544,601*	
(6) Estimated Period of Performance the Allotted Amount will cover:		29 Oct 99		

^{*}This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029.

000317

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF.	
	DASG60-98-C-0001-P00033	3	OF	

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

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

DELETE ADD

Page 13A, Modification P00032 Page 13A, Modification P00033

Page 14, Modification P00032 Page 14, Modification P00033

Page 21, Modification P00032 Page 21, Modification P00033

H&R COMPANY

MODIFICATION P00033 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00032

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) FUNDED AMT: \$ ER8D730500-08 19,764 (P00014) ER8D730500-10 **FUNDED AMT: (\$** 30,000)(P00015) 525,000 (P00020) ER8D730500-11 FUNDED AMT: \$ ER8D730500-12 **FUNDED AMT: \$** 9,503 (P00024)

ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024) ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025) ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021

-ER0D730200/0HHJLE/H

ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)

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

a .	CL	.INs	0001	and	0002:

	(1) Amount Required for Full Funding:	\$ <u>1,482,003</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
	(3) Total Amount Allotted and Obligated:	\$ 440,100	
	(4) Net Amount Required for Full Funding:	\$ <u>1,041,903</u>	
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLINs 0003 and 0004:		
	(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>95,975,823</u> *	
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:		(b)(4)
	(3) Amount Separately Obligated for Payment of Target Fee:		
	(4) Total Amount Allotted and Obligated:	\$ <u>31,431,222</u> *	
	(5) Net Amount Required for Full Funding:	\$ <u>64,544,601</u> *	
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	29 Oct 99	
c.	CLINs 0005 and 0006:		
	(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>178,557,669</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$_TBD	
	(3) Amount Separately Obligated for Payment of Target Fee:	\$	
	(4) Total Amount Allotted and Obligated:	\$	
	(5) Net Amount Required for Full Funding:	\$	

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

*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATIONS P00017, P00022, P00027, AND P00029 . $\bigcirc\bigcirc\bigcirc$ 32Q

MODIFICATION P00033 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00032

					·	
Govern time the Officer when fi	ed through ment Property (Co e contractor may in maintaining a uels ordered excee	order with the supplier for ecountability of total orded d 85 percent of the amount	in accordance and Material, or partial delivers, the contract specified be	Fuels to with the cla or Labor-Hor veries of fuel actor shall no low. This is	as identified below will be ause of this contract entitle our Contracts). From time to . To assist the Contraction tify the Contracting Office requested for each fuels type was of the amount stipulate	10 Sec 130 10 Sec 130 (a)(b)
NOME	NCLATURE	NATIONAL STOO NO. (NSN)		T OF SUE	QUANTITY AUTHORIZED AS GFP	
implement the government demonstrate government.	tor may propose. Those changes ented by the contract change an equitable rectrates 1) a comparement, and 3) the contract change that the contract contract change is the contract change in the change i	s which do not alter the actor 10 working days after the APS buction in the estimated rable gain in other performe change does not alter the	design conformation design conformation of the conformation of the cost and school and cost and school design of the coverall estimation of the coveral estimatio	ming to cost of the requirement of the ments, 2) such mated cost of	as an independent variable pecification (APS) may be the changes is provided to the contract of the contract of the contract of the program. In no event ragraph A.2 of Appendix A.	e e o n r o
H- 10.	INCREMENTAL	FUNDING OF THE CO	NTRACT:			
		ed that allotments within e FATION OF FUNDS cla		r will be made	on an incremental basis in	1
CLIN 00	001 and available		work to be pe	rformed hereu	100 is presently allotted to under until 30 Sep 99. The LIN 0001.	
to CLIN The amo for CLIN	0003 and availa	ble for payment to cover s obligated for Potential	the work to b	pe performed able), for a to	61,128 is presently allotted hereunder until 29 Oct 99 stal amount of bined amounts for Cost and	(b)(4)
		PLANNED DATE OF FUNDING		MOUNT	<u>CUMULATIVE</u>	
		<u> </u>		Millions)	COMOLATIVE	
_	CI DI COCI		·	· ····································	6440.100	
(CLIN 0001	Current Obligations (Ju-	(צע ח		\$ 440,100	

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AMENDMENT OF SOLICITA	TION/MODIFICATIO	ON OF CONTRA	ACT	1 CONTRA	CT ID CODE	PACE O	F PAG
2. AMENDMENT MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/P	URCHASE REQ. N		5. PROJECT N	O.(If applic	
P00034	26-Oct-1999						
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COM PO BOX 1500	CODE WIRPD	7. ADMINISTERED DEFENSE LOG P.O. BOX 928	BY (If other than it ISTICS AGENCY	tem 6)	CODE	(b))(6)
HUNTSVILLE, AL 35807-3801		HANOVER, MD	21076				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zi	p Code)	9A.	AMEND	MENT OF SOL	ICITATIO	N NO.
RAYTHEON COMPANY			98.	DATED (SEE FIEM (1)		_
180 HARTWELL ROAD			X 104	A. MOD. O	F CONTRACT	ORDER N	10.
BEDFORD, MA 01730-0000			100	SG 60-98- 3. DATED	(SEE ITEM 13)	_
CODE 019163930	FACILITY CODE		X 30-	Jan-1998			
11. TH	IIS FIEM ONLY APPLIES TO	AMENDMENTS OF SO	OLICITATIONS				
The above numbered solicitation is amended as set for	th in flown 14. The hour and date spe-	nified for receipt of	is co	dended,	is not exten	dod.	
RECEIVED AT THE PLACE DESIGNATED FOR TREECTION OF YOUR OFFER. If by virtue of this provided each tologram or letter makes reference to the Table ACCOUNTING AND APPROPRIATION DATE.	amendment you desire to change an o to solicitation and this amendment, an IA (Urequired)	offer already submitted, suc	ch change may be made	by telegran			
	EE SCHEDULE						
	PPLIES ONLY TO MODIFICA S THE CONTRACT/ORDER N						
A THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	SANT TO: (Specify authority) T	HE CHANGES SET FO	ORTH IN ITEM 14	ARE MAD	E IN THE		
B.THE ABOVE NUMBERED CONTRACT/OR office, appropriation date, etc.) SET FORTH				(such as c	hanges in payin	g	_
C.THIS SUPPLEMENTAL AGREEMENT IS E Contract Clause No. 84, "Changes Cost-Re							
D.OTHER (Specify type of modification and aut	hority)						
E. IMPORTANT: Contractor is not,	is required to sign this do	current and return	1 . copies t	o the issuin	ig office.		
14. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by UCF sec	tion headings, including	g solicitation/contrac	t subject m	natter		
where feasible.) Cage Code: 1CEX7							
TIN: 04-2977414							
Order No.: ER0D730200-01A							
See Page 2							
except as provided herein, all terms and conditions of the d							
TA NAME AND TITLE OF SIGNER (Type of pri	10/2 799	A NAME AND THE	aol aolum (Alem)	2(010)33(0	ER (Type or pri	DATE SI	GNEI GNEI
EXCEPTION OF 30	30-105				TANDARD FOI		v. 10-
APPROVED BY OIRM 11-8	0003	22			rescribed by GS AR (48 CFR) 53		
		44					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00034	PAGE 2	OF	11	_

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, due to reduced Fiscal Year funding, the government and the contractor have agreed to modify the contract; and

Whereas, the contractor has submitted a proposal for this modification, and

Whereas, the parties have negotiated an equitable adjustment for this modification to the contract, and

NOW, THEREFORE, the contract is modified as follows:

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

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	AMOUNT
	BASIC			
0001	Risk Mitigation - Statement of Work SW-JLENS-16- 97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	l	Lot	Not Separately Priced
0003	Program Definition and Risk Reduction (PDRR) - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9,	1	Task	\$ 145,166,476

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00034	PAGE 3	OF	11	_

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	AMOUNT
	3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.			
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	I	Lot	Not Separately Priced
	OPTION I			
0005	PTIR Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.3, 6.3, 6.3, 6.3, 6.3, 6.3, 6.3			
	6.3, 6.4, and 7.0 in said SOW.	1	Task	\$164,011,800 NTE*
	0005AA PTIR Fabrication, Integration, and Test	1	<u>Task</u>	NIL
	0005AB Mobile Mooring Station	1		\$ 16,934,000 NTE*
	0005AC Leave Behind Capability including Ground Support Equipment	1	Task	\$ 33,303,900 NTE*
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00034 4 OF 11

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

OPTION II

0007	SuR Design, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-
	97, dated 1 Oct 99, Rev 1, titled "JLENS Program",
	incorporated herein and attached as set forth in Part
	III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1,
	2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3,
	3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8,
	3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1,
	3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1,
	6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.

	0007AA SuR Design, Fabrication, Integration, Test	1		Task	\$185,932,600 NTE*
	0007AB Mobile Mooring Station	1		Task	\$ 10,868,600 NTE*
	0007AC Leave Behind Capability including Ground Support Equipment	1		Task	\$ 61,868,600 NTE *
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.		1	Lot	Not Separately Priced
	OPTION III				
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.			See B-10	\$ 20,798,700 NTE*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.		1	Lot	Not Separately Priced
	OPTION IV				
0011	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1,		1	Task	\$ 41,558,000 NTE*

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00034 OF 5

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

> 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3,5,6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.

0012 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.

Lot Not Separately Priced

1

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

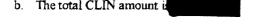
b. Paragraphs B-2 through B-10 of the current contract are deleted and replaced with paragraphs B-2 through B-12 as reflected herein and on the attached slipsheet pages to the contract.

1. B-2. ESTIMATED COST FOR CLINs 0001/0002:is modified to read as follows:

a. The estimated cost of the CLIN, is



b. The total CLIN amount is



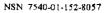
- 2. B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0003/0004:
 - a. Target cost:
 - b. Target fee:
 - c. Minimum incentive fee:
 - d. Maximum incentive fee:
 - e. Total a. & b.



- 3. B-4 & B-5. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006 (Option I) and CLINs 0007/0008 (Option II) is modified/added as shown on the attached slipsheet pages:
- ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010 (Option III) and CLINs 001 1/0012 (Option IV) is modified/added as shown as the attached slipsheet pages.
- 5. B-8 COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53 110





CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00034	PAGE 6	OF	11	

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

RISK MITIGATION: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth below:

CLIN 0002 CLIN 0001 TOTAL TARGET COST (b)(4) NSP* Target Cost

*Not Separately Priced

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

(government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals Notwithstanding any other provision of the contract, the Government will reimburse the contractor f the allowable cost of performance under CLINs 0001 and 0002 until the at which point the contractor shall continue performance of the effort (b)(4)allowable cost equals required by CLINs 0001 and 0002 at a share ration of overnment/contractor) until completion or which ever occurs first. All costs in excess of the amount when until the contractor's share equals the contractor's share equals will be contractor.

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

Program Definition and Risk Reduction (PDRR) - In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost (b)(4) Target Fee Maximum Fee -Incentive Arrangement: Minimum Fee -

(Share Ratio: government/contractor)

Underrun: or the amount by which the total allowable cost is less than the target cost until maximum fee is attained. Overrun: for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

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CONTINUATION SHEET

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OF

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FAR 52.216-10 - INCENTIVE FEE

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

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

(b)(4)

- 7. Paragraph B-10. LEVEL OF EFFORT (APPLICABLE TO CLINs 0009 and 0010) is added as shown on the attached slipsheet pages.
- 8. Paragraph B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT: and paragraph B-12. SEPARATE APPLICATION OF FUNDING: are modified as shown on the attached slipsheet pages to the contract.
- SECTION F DELIVERIES OR PERFORMANCE, Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through d. and replace with the following subparagraphs:
- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.
- b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.
- c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.
- d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.
- e. The contractor shall provide all level of effort, data and reports required by CLINs 0009 and 0010 by 30 Sep 05.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.
- 10. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: for CLIN 0003 and subsequent CLINs are deleted and replaced with the following:

MILESTONE EVENT

TIME PERIOD

CLIN 0003

Forward Pass Demonstration

Second Quarter FY 00

PDRR PTIR CDR

Fourth Quarter FY 01

PDRR PTIR Near Field Range Test

Fourth Quarter FY 02

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Mobile Mooring Station
Preliminary Design Review

Third Quarter FY 03

PDRR SuR EMPS

Third Quarter FY 05

(b)(3)(A)

Mobile Mooring Station Critical Design Review Third Quarter FY 05

(i)&Title 10 Sec

130 (a)(b)

CLIN 0005

Third Quarter FY 04

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

CLIN 0007

SuR Preliminary Design Review

Fourth Quarter FY 02

SuR Critical Design Review

Third Quarter FY 03

Third Quarter FY 05

(b)(3)(A)

(i)&Title 10 Sec

130 (a)(b)

Deliver Final Report

CLIN 0011

Twenty-four Months after exercise of Option

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

- a. Paragraph G-1. INVOICING AND VOUCHING: is modified to reflect the change in the type of contract for each CLIN and the change in the CLIN numbers as shown on the attached slipsheet pages to the contract.
- b. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: is modified to delete the asteriks and the footnote at the bottom of the page which reads "This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029." This paragraph is also modified as shown on the attached slipsheet pages to reflect the revised negotiated amounts and the new CLIN structure.
- c. Paragraph G-8. REMITTANCE ADDRESS: is modified to change H&R Company to Raytheon Company.
- 12. SECTION H SPECIAL CONTRACT REQUIREMENTS. Is modified as follows:
- a. Paragraph H-1. TECHNICAL COGINZANCE AND TECHNICAL DIRECTION:, subparagraph a. is modified to change the office symbol to SMDC-AC-J.
- b. H-2. AWARD FEE EVALUATION (APPLICABLE TO CLINs 0005 and 0006); is deleted in its entirety and an H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACT COSTS: is added as shown below:

000329

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H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACT COSTS:

a. The target cost and incentive fee of this contract with respect to CLINs 0003 and 0004, are subject to a downward adjustment only, in accordance with the conditions set forth herein. Following is a breakdown of the proposed subcontract efforts and the estimated amounts accepted during negotiations subject to the terms of this clause:

SUBCONTRACTOR

PRICE INCLUDED IN NEGOTIATED VALUE

TRW **TCOM**



(b)(4)

- b. Upon completion of each subcontractor negotiations with the aforementioned subcontractor, the contractor shall notify the Contracting Officer of the amount negotiated and shall submit to the Contracting Officer accurate, complete, current, and subcontractor certified, subcontract cost, or pricing data together with the supporting prime contractor evaluation and negotiation documentation.
- c. In the event that the total negotiated amount is less than that stated in a, above, the parties hereto shall negotiate a downward adjustment in the target cost and incentive fee of this contract and the contract shall be modified in writing accordingly to reflect such downward adjustment and the deletion of this provision in its entirety. In the event that the parties are unable to agree upon such downward adjustment, such disagreement shall be deemed to be a dispute in accordance with the terms of the "Disputes" clause of this contract. In the event that the negotiated amount is equal to or greater than that state above, the contract shall be amended in writing to delete this provision in its entirety.
 - c. Paragraph H-3. OPTIONS is modified to read as follows:

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

OPTION	DATE	
CLINs 0005 and 0006 (Option I)		
0005AA	NLT 30 Dec 00	
0005AB	NLT 30 Dec 02	
0005AC	NLT 30 Jun 03	
CLINs 0007 and 0008 (Option II)		
0007AA	NLT 30 Nov 01	
0007AB	NT 30 Nov 02	
0007AC	NLT 30 Jun 03	
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05	
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 05	

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		I			

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

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0003, the government may postpone the exercise of the option for CLINs 0005/0006 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contractor for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract of CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011/0012 without increase in the estimated cost and fee.

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if subclin 0007AA have been exercised.

- d. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT is modified to reflect the current planned funding as shown on the attached slipsheets to the contract.
- 13. SECTION J LIST OF ATTACHMENTS: is modified as shown on the attached slipsheet pages to the contract. A revised Statement of Work, Contract Data Requirements List (CDRLs), Contract Security Classification Specification (DD Form 254-E), Security Guides, Performance Requirements Document, Government Furnished Property List, Raytheon Systems Company Comprehensive Small Business Subcontracting Plan, and Rights in Technical Data & Computer Software is incorporated into the contract.
- 14. In consideration for the modification agreed to herein as complete equitable adjustment of the contractor's proposal RAY/CA/0043-99, 15 Sep 99, restructure proposal, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the "proposal for adjustment."
- 15. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 1, Modification P00013	Page 1, Modification P00034
Page 2, Modification P00013	Page 2, Modification P00034
Page 3, Modification P00013	Page 3, Modification P00034
	Page 3A, Modification P00034
Page 4, Modification P00013	Page 4, Modification P00034
	Page 4A, Modification P00034
	Page 4B, Modification P00034
Page 5, Modification P00013	Page 5, Modification P00034
Page 6, Modification P00013	Page 6, Modification P00034
Page 7, Basic Contract	Page 7, Modification P00034
Page 9, Basic Contract	Page 9, Modification P00034
Page 10, Basic Contract	Page 10, Modification P00034
Page 11, Basic Contract	Page 11, Modification P00034
Page12, Basic Contract	Page 12, Modification P00034

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Page 14, Modification P00034 Page 14A, Modification P00034 Page 14B, Modification P00034
Page 15, Modification P00034
Page 16, Modification P00034
Page 17, Modification P00034
Page 18, Modification P00034
Page 19, Modification P00034
Page 21, Modification P00034
Page 22, Modification P00034
Page 27, Modification P00034
Page 47, Modification P00034
Page 48, Modification P00034

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MODIFICATION P00034 PREVIOUS MODIFICATION P00013

AWARD/CONTRACT		HIS CONTRACT			ROER		RATING	DX-32	71	OE OF	°1383
CONTRACT (Proc. Ind. Ident.) NO.		EFFECTIVE DATE			4. R€	EQUIS	TION/PURCH	ASE REQU	JUST/I TOUT	GT NO.	
/4SG60-98-C-0001		98 Jan 30			ORC	DER I	10.: ER8	072050	J-01		
ARMY SPACE AND MISSILE DEF	ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMDC-CM-CN CO. BOX 1500, HUNTSVILLE, AL 35807-3801				TERED BY	1 (17 au 11 ST 1 (er than Item 5 CS AGENC		CC DE		
JUDITH A. STAGGS (205)955-4059			S	CD: /	4		ADP: N	I A	PAS	: NON	E
7. NAME AND ADDRESS OF CONTRACTOR INC.	street, city, coursey, St.	as and ZIP Code				a . 1	ELIVERY				
RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPA 180 HARTWELL ROAD BEDFORD, MA 01730						9. D N 10. (4 cq	FOS OR SCOUNT FO ET SUBMIT INVO	R PROMPT			Section
11. SHP TO/MARK FOR	FACELITY COO	<u> </u>	112 84	VANTA	WILL DE		WN IN:			+	
SEE DISTRIBUTION LIST ATTACHED	TO DD FORM 1		DFAS Separ	S Call	over	Cente	r mailing		cade res pravid		ler
13. AUTHORITY FOR USING OTHER THAN FULL 10 USC 2304(a) (6)	41 USC 253(e) (TYTOR:			n G-5	APPR	OPRIATION (DATA			
15A. ITEM NO. 168. BU	PPLIES/SERVICES			15C. (MANITTY	7	15D. UNIT	15E. U	NET PRICE	157.	AMOUNT
Sad Section 5 for	See Section B for Items 15A through 15F					04,42					
(J) SEC. DESCRIPTION	OM	16. TABLE 0		SEC.			nes	CRIPTION			PAGEIS
PART I - THE SOIES		FACELEI	141	***		· · · · · · · · · · · · · · · · · · ·	PART II - CO				PAGEIS
V A SOLICITATION/CONTRACT FORM		1	7	1	CONTRA	CT CL					25
S SUPPLIES OR SERVICES AND PRO	ERICOSTS	2-7		PAR	W - U61	OF D	OCUMENTS,	EXHIBITS	AND OTHE	RATTAC	
C DESCRIPTION/SPECS_/WORK STAT	TEMENT		~	J			HINENETS				47-1
✓ D PACKAGING AND MARKING ✓ E INSPECTION AND ACCEPTANCE		8					IV - REPRESENT				
F DELIVENES OR PERFORMANCE		10-11		x			OMB, CENTY MENTS OF O		ARD		
J Q CONTRACT ADMINISTRATION BAT	ra -	12-15		L	INSTRO.,	COM	M., AND NO	TICES TO	offerors		
✓ H SPECIAL CONTRACT REGULAREMEN		16-24		لحسسا			ACTORS FO	DRAWA P			
	FRACTING OFFICE		18.	-			PPLICABLE	نام ما اسمال	- this down		'aur
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cuired to sign this document and reports. Contractor agrees to furnish and deliver all items forth or otherwise identified above and on a consideration stated herein. The rights are this contract shall be subject to and dovern his award/contract, (b) the solicitation, representations, certifications, and specific incorporated by reference herein. (Allactiment PA. NAME AND TITLE OF SIGNER (Type or prior)		(sming office.) services set heets for the he parties to documents: h provisions, attached or	20A. N	VME O	CONTRA		changes ma, is hereby sheets. Tollowing for, and the ecosory.	ide by yo accepted his award documen) this a	u which ac les to the i consumn nts: (a) ward/cont	items li nates th the Go ract.	sted abő la contra varnment No furth
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NSN 7540-01-152-8089 PREVIOUS EDITION UNUSABLE 000333

STANDARD FORM 26 (Rev. 4-45) Prescribed by GBA FAR (48CFR) 53.214(a)

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 2 OF 49 PAGES PREVIOUS: MOD P00013

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>
	BASIC (SEGMENT 1)			
0001	Risk Mitigation – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Program Definition and Risk Reduction (PDRR) – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 3 OF 49 PAGES PREVIOUS: MOD P00013

CLIN SUPPLIES OR SERVICES QUANTITY UNIT AMOUNT OPTION 1 PTIR **Fabrication** Integration, Test and 0005 Demonstration - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work. 0005AA PTIR Fabrication, Integration, and Test 1 Task \$164,011,800* 0005AB Mobile Mooring Station 1 Task \$ 16,934,000* 0005AC Leave Behind Capability including Ground Support 1 Task \$ 33,303,900* Equipment 0006 Contract Data Requirements List (CDRL), DD 1 Lot Not Form 1423, Exhibit A, consisting of Exhibit Line Separately Item Nos. A001 through A020, incorporated herein Priced and attached as set forth in Part III, Section J, hereof. **OPTION II** 0007 SuR Design, Fabrication, Integration, Test and Demonstration - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program," Incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work. Task 0007AA SuR Design, Fabrication, Integration, Test \$185,932,600* 0007AB Mobile Mooring Station Task \$ 10,868,600* 0007AC \$ 61,868,600* Leave Behind Capability including Ground Support 1 Task

Equipment

^{*}NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	OPTION III			
0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.	See B-10		\$ 20,798,700*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A012, A014, A015, A016, A017, A018, A019, A020 and A021, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<u>OPTION IV</u>	e. 3	1	
0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

^{*}NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 4 OF 49 PAGES PREVIOUS: MOD P00013

B-2.	<u>E</u> S	STIMATED COST FOR CLINs 0001/0002:		,	
	a.	The estimated cost of the CLIN, is		()	1)(4)
	b.	The total CLIN amount is			77 CC-4
B-3. FEE, A		ARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIM DINCENTIVE ARRANGEMENT FOR CLINS 0003/0004:	<u>UM</u>	INCENTIVE	
	a.	Target cost:	4		
	b.	Target fee:	4		(6)(4)
	c.	Minimum incentive fee:	1		
	d.	Maximum incentive fee:	4		
	e.	Total target cost and target fee:			
B-4. <u>FEE, A</u>		ARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIM INCENTIVE ARRANGEMENT FOR CLINs 0005/0006:	<u>UM</u>	INCENTIVE	
•	<u>su</u>	BCLIN 0005AA			
	a.	Target cost:	\$	TBD	
	b.	Target fee:	\$	TBD	
	C.	Minimum incentive fee:	\$	TBD	
	d.	Maximum incentive fee:	\$	TBD	
	e.	Total target cost and target fee:			(b)(4)
	<u>SU</u>	BCLIN 0005AB			
	a.	Target cost:	\$	TBD	
	b.	Target fee:	\$	TBD	
	C.	Minimum incentive fee:	\$	TBD	
	d.	Maximum incentive fee:	\$	TBD	i. v
	e.	Total target cost and target fee:			(6)(4)

*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 4A OF 49 PAGES ADD: MOD P00034

	<u>st</u>	BCLIN 0005AC			
	a.	Target cost:	9	S TBD	
	b.	Target fee:	5	S TBD	
	c.	Minimum incentive fee:	5	TBD	
	đ.	Maximum incentive fee:	9	TBD	
	e.	Total target cost and target fee:	4		(b)(4)
B-5. <u>FEE,</u> A		RGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, INCENTIVE ARRANGEMENT FOR CLINS 0007/0008:	MAXIMUN	1 INCENTIVE	
	<u>SU</u>	BCLIN 0007AA			
	a.	Target cost:		TBD	
	b.	Target fee:	\$	TBD	
•	c.	Minimum incentive fee:	\$	TBD	
	d.	Maximum incentive fee:	\$	TBD	
	e.	Total target cost and target fee:			(b)(4)
	<u>su</u>	BCLIN 0007AB	3		
	a.	Target cost:	\$	TBD	
	Ъ.	Target fee:	\$	TBD	
	c.	Minimum incentive fee:	\$	TBD	
	d.	Maximum incentive fee:	\$	TBD	,
	e.	Total target cost and target fee:	4		(b)(4)

*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 4B OF 49 PAGES ADD: MOD P00034

CITO		DAT.	0007/	
מטפ	L.L.	ALIN.	vvv	М.

a. Target cost: \$ TBD

b. Target fee: \$ TBD

c. Minimum incentive fee: \$ TBD

d. Maximum incentive fee: \$ TBD

e. Total target cost and target fee:

(b)X4)

B-6. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010:

- a. The estimated cost, exclusive of fixed fee of the contract, is \$ TBD
- b. The fixed fee of the contract is \$ TBD
- c. The total contract amount is \$20,798,700 NTE*

B-7. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0011/0012:

- a. The estimated cost, exclusive of fixed fee of the contract, is \$ TBD
- b. The fixed fee of the contract is \$ TBD
- c. The total contract amount is \$41,558,000 NTE*

*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

B-8. <u>COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002</u>: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

SEGMENT 1A RISK MITIGATION: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth below:

CLIN 0001 CLIN 0002 TOTAL TARGET COST

Target Cost



NSP*



Jan (4)

*Not Separately Priced

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

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government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals to be lower than allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals to the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals to the the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ration of the government/contractor) until completion or until the contractor's share equals which ever occurs first. All costs in excess of the amount when the contractor's share equals will be remined contractor.

(b)(4)

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

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

Target Cost Target Fee Maximum Fee -Incentive Arrangement: Minimum Fee -(Share Ratio: government/contractor) Underrun: or the amount by which the total allowable cost is less than the target Cost until maximum fee is attained. (b)(4) Overrun: for the amount by which the total allowable cost exceeds the target cost Until minimum fee is attained. **INCENTIVE FEE** FAR 52.216-10 Paragraph (e)(1) is stated as follows: "(e) Fee Payable. (1) The fee payable under this contract shall be the (b)(4) target fee increased by for every dollar that the total allowable cost is less than the target cost or decreased by or every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than or less that of the target cost."

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

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

> DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

LABOR CATEGORY

Engineering and Support

100,000

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

B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

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

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

(b)(3)(A)

(b)

(i)&Title 10 Sec 130 (a)

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- f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.
- g. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised), and 0012 (if exercised) 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.
- B-12. <u>SEPARATE APPLICATION OF FUNDING</u>: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, and 0011/0012.

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SECTION E - INSPECTION AND ACCEPTANCE

E-1. <u>CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2):</u> This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

CLAUSE NUMBER	FAR <u>CITATION</u>	CLAUSE TITLE	_DATE_
1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT	APR 1984

E-2. ACCEPTANCE:

- a. In conjunction with Section B, the contractor shall separately submit certifications that the requirements of the CLIN have been accomplished in accordance with the terms and conditions of this contract and that related data have been delivered in accordance with the attendant data CLIN. Contracting Officer's acceptance will be furnished following a determination that the requirements have been satisfactorily completed. This shall constitute final inspection and acceptance under the contracts clause titled "INSPECTION OF RESEARCH AND DEVELOPMENT COST REIMBURSEMENT.
- b. The "Final Report" required by the CDRLs shall be accepted by the Government by Contracting Officer's letter. All other data required by the data CLINs shall be accepted in accordance with Block 8 of the sequence numbers of the DD Form 1423.

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.
- b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.
- c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.
- d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.
- F-2. <u>DATA AND REPORTS</u>: The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

F-3. PLACE AND METHOD OF DELIVERY:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

CLAUSE NUMBER	FAR <u>CITATION</u>	CLAUSE TITLE	DATE
1	52.242-15	STOP WORK ORDER	AUG 1989
		ALTERNATE I	APR 1984
		000344	

MILESTONE EVENT

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TIME PERIOD

F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: The contractor shall accomplish the following milestone events within the specified performance period to assure timely completion of total contract requirements:

CLIN 0001		
Kickoff Meeting	15 Days After Contract Award	
CLIN 0003		
	Second Quarter FY 00	(b)(3) (A)
PDRR PTIR CDR	Fourth Quarter FY 01	(i)&Tit le 10 Sec 130
PDRR PTIR Near Field Range Test	Fourth Quarter FY 02	(a)(b)
Mobile Mooring Station Preliminary Design Review	Third Quarter FY 03	
PDRR SuR	Third Quarter FY 05	(b)(3)(A) (i)&Title 10 Sec
Mobile Mooring Station Critical Design Review	Third Quarter FY 05	130 (a) (b)
CLIN 0005	*2 · · · ·	
CL DL 0007	Third Quarter FY 04	(b)(3)(A) (i)&Title 10 Sec 130 (a)
<u>CLIN 0007</u>		(b)
SuR Preliminary Design Review	Fourth Quarter FY 02	
SuR Critical Design Review	Third Quarter FY 03	
	Third Quarter FY 05	(b)(3)
CLIN 0011		(A) (i)&Title 10 Sec
Deliver Final Report	Twenty-four Months after Exercise of Option	130 (a) (b)

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1. INVOICING AND VOUCHERING:

- a. Public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.
- b. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.
- c. The contractor shall identify on each public voucher: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the Order Number/PRON; and (3) the words "BMD CONTRACT" in bold type on the face page of the voucher. Since vouchers are paid by Order Number/PRON within accounting classification, it is necessary that the Order Number/PRON be shown on each voucher.
- d. The contractor may include in provisional vouchers target fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Incentive Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0003/0004, 0005/0006, and 0007/0008).
- e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0009/0010).
- f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0011/0012).
- g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).
- G-2. <u>CONTRACT ADMINISTRATION</u>: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

PREVIOUS: MOD P00033

\$145,166,476

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

a. CLINs 0001 and 0002;

(1)	Amount Required for Full Funding:	\$ <u>437,946</u>	
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
(3)	Total Amount Allotted and Obligated:	\$ 440,100	
(4)	Net Amount Required for Full Funding:	(\$ <u>2,154</u>)	
(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Ѕер 99	

b. CLINs 0003 and 0004:

(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:	
(3)	Amount Separately Obligated for Payment of Target Fee:	
(4)	Total Amount Allotted and Obligated:	\$ <u>31,431,222</u>
(5)	Net Amount Required for Full Funding:	\$ <u>113,735,254</u>
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	29 Oct 99

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

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *

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

*NOT-TO-EXCEED (NTE) 000347

SUBCLIN 0005AB

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>16,934,000</u> *				
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$				
(3)	Amount Separately Obligated for Payment of Target Fee:	\$				
(4)	Total Amount Allotted and Obligated:	\$				
(5)	Net Amount Required for Full Funding:	\$ <u>16,934,000</u> *				
(6)	Estimated Period of Performance the Allotted Amount Will Cover:					
SUI	BCLIN 0005AC					
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>33,303,900</u> *				
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0-				
(3)	Amount Separately Obligated for Payment of Target Fee:	\$				
(4)	Total Amount Allotted and Obligated:	\$				
(5)	Net Amount Required for Full Funding:	\$ <u>33,303,900</u> *				
(6)	(6) Estimated Period of Performance the Allotted Amount Will Cover:					
CLINs 0007 and 0008:						
SUBCLIN 0007AA						
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>185,932,600</u> *				
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$				
(3)	Amount Separately Obligated for Payment of Target Fee:	\$ <u>-0-</u>				
(4)	Total Amount Allotted and Obligated:	\$				
(5)	Net Amount Required for Full Funding:	\$ <u>185,932,600</u> *				
(6)	Estimated Period of Performance the Allotted Amount Will Cover:					

*NOT-TO-EXCEED (NTE)

d.

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	SUBCLIN 0007A	<u>B</u>		
	(1) Amount Requ	uired for Full Funding, Including Fee(s):	\$ <u>10,868,600</u> *	
	(2) Amount Allot	tted Under the LOF Clause for Payment of Costs:	\$0-	
	(3) Amount Sepa	arately Obligated for Payment of Target Fee:	\$ <u>-0-</u>	
	(4) Total Amount	t Allotted and Obligated:	\$ <u>-0-</u>	
	(5) Net Amount I	Required for Full Funding:	\$ <u>10,868,600</u> *	
	(6) Estimated Per			
	SUBCLIN 0007AC	C		
	(1) Amount Requ	uired for Full Funding, Including Fee(s):	\$ <u>61,868,600</u> *	
	(2) Amount Allot	tted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>	
	(3) Amount Separ	rately Obligated for Payment of Target Fee:	\$ <u>-0-</u>	
	(4) Total Amount	t Allotted and Obligated:	\$	
	(5) Net Amount F	Required for Full Funding:	\$ <u>61,868,600</u> *	
	(6) Estimated Per	riod of Performance the Allotted Amount Will Cover:		
e.	CLINs 0009 and 00	010:		
	(1) Amount Requ	nired for Full Funding, Including Fee(s):	\$ <u>20,798,700</u> *	
	(2) Amount Allott	ted Under the LOF Clause for Payment of Costs:	\$	
	(3) Amount Separ	rately Obligated for Payment of Fee:	\$ <u>-0-</u>	
	(4) Total Amount	t Allotted and Obligated:	\$	
	(5) Net Amount R	Required for Full Funding:	\$ <u>20,798,700</u> *	
	(6) Estimated Per	riod of Performance the Allotted Amount Will Cover:		
T TO EVOEED (NTE)				

*NOT-TO-EXCEED (NTE)

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d.	CL	INs 0011 and 0012:		
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558</u>	<u>3,000</u> *
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	-0-
	(3)	Amount Separately Obligated for Payment of Fee:	\$	<u>-0-</u>
	(4)	Total Amount Allotted and Obligated:	\$	-0-
	(5)	Net Amount Required for Full Funding:	\$ <u>41,558</u>	<u>,000</u> *
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:		
NOT-TO-FY CFFD (NTF)				

- G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES: Payments shall be made by EFT procedures in accordance with FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payments. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit this designation to the government payment office no later than 14 days before an invoice or contract financing request is submitted.
- G-8. Remittance Address:

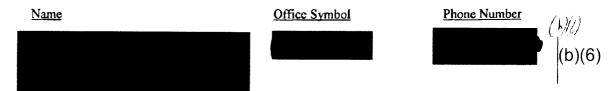
Raytheon Company P.O. Box 360 50 Apple Hill Drive Tewksbury, MA 01876-0360

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. 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 Project Manager or the Deputy Project Manager:



- 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 no be increased or deemed to be increased by issuance thereof.

H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACTOR COSTS:

a. The target cost and incentive fee of this contract with respect to CLINs 0003 and 0004, are subject to a downward adjustment only, in accordance with the conditions set forth herein. Following is a breakdown of the proposed subcontract efforts and the estimated amounts accepted during negotiations subject to the terms of this clause:

SUBCONTRAC	TOR	PRICE INCLUDED IN NEGOTIATED VALUE
TRW	0751	\$2,176,293
тсом	000351	\$8,609,850

- b. Upon completion of each subcontractor negotiations with the aforementioned subcontractors, the contractor shall notify the Contracting Officer of the amount negotiated and shall submit to the Contracting Officer accurate, complete, current, and subcontractor certified, subcontract cost, or pricing data together with the supporting prime contractor evaluation and negotiation documentation.
- c. In the event that the total negotiated amount is less than that stated in a. above, the parties hereto shall negotiate a downward adjustment in the target cost and incentive fee of this contract and the contract shall be modified in writing accordingly to reflect such downward adjustment and the deletion of this provision in its entirety. In the event that the parties are unable to agree upon such downward adjustment, such disagreement shall be deemed to be a dispute in accordance with the terms of the "Disputes" clause of this contract. In the event that the negotiated amount is equal to or greater than that state above, the contract shall be amended in writing to delete this provision in its entirety.
- H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT ² 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
000 7AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05

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

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In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0003, the government may postpone the exercise of the option for CLINs 0005/0006 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if Subclin 0007AA and Subclin 0007AB have been exercised.

- H-4. <u>COST FOR RISK MITIGATION</u>: During Segment 1, costs allocated to CLIN 0001 shall be limited to those costs directly related to risk mitigation tasks, including associated burden and overhead. These costs shall be exclusive of other development costs, direct and indirect. For example, costs of systems engineering and such support activities as configuration management shall be charged exclusively to CLIN 0003.
- H-5. PUBLIC RELEASE OF INFORMATION: The release of information to the public shall be governed by the Security Classification Guide. Requests for release shall be submitted to the U.S. Army Space and Missile Defense Command (USASMDC), ATTN: SMDC-AL Program Security Manager, P.O. Box 1500, Huntsville, AL 35807-3801. No public release of (b) (7)(E) information is authorized.

H-6. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

- a. The following terms applicable to this clause are defined as follows?
- (1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.
- (2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.
- (3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 19 OF 49 PAGES PREVIOUS: BASIC CONTRACT

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ODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00033

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

accordance with the LIMITATION OF FUNDS clause.

CLIN 0001

9	·2 ·
b.	Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to
CL IN 0001	and available for narment to cover the work to be performed becaused a until 30 Sen 00. The

It is expected that allotments within each fiscal year will be made on an incremental basis in

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of so obligated for Potential Fee for a total amount of correct or CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,861,128 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Oct 99. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

PLANNED DATE
OF FUNDING
AMOUNT
CUMULATIVE

(In Millions)

Current Obligations (Jun 99)
\$440,100

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 22 OF 49 PAGES PREVIOUS: MOD P00033

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	ļ
	FY 01	17.5000	
	FY 02	20.0650	Ì
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	

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

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

MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 47 OF 49 PAGES PREVIOUS: MOD P00028

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	12 Oct 99	31
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" Rev 1	1 Oct 99	12
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91'	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28
b) (7)(E) attached nereto by reference and previously rurnished.	May 99	70



MODIFICATION P00034 TO CONTRACT DASG60-98-C-0001 PAGE 48 OF 49 PAGES PREVIOUS: MOD P00031

TITLE	DATE	# OF PAGES
Security Guide, SUBJECT: JLENS Development Program Payload. Security Classification Guide (U), (b) (7)(E) attached hereto by reference and previously furnished.	20 Feb 98	22
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U), (includes Appendices A through G. 48 pages) (b) (7)(E) attached hereto by reference and previously furnished.	7 Sep 99	73
H&R, ES/WR/97-164, Addendum 1 to Volume 3, OPSEC Plan, (b) (7)(E) anached hereto by reference.	27 Aug 97	10
GFE/S	4 Oct 99	2
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:		
Program Management Approach	14 Nov 97	16
CAIV Approach	15 Nov 97	8
Systems Engineering	14 Nov 97	18
Simulation, Test and Evaluation	9 Jan 98	47
Risk Mitigation Approach	14 Nov 97	22
Integrated Logistic Approach	9 Jan 98	12
Product Assurance Approach	14 Nov 97	12
Configuration Management Approach	14 Nov 97	10
Operation and Sustainment (O&S) Approach	14 Nov 97	13
Acronym List	14 Nov 97	7
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2

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DASG60-98-C-0001 MODIFICATION P00034

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION to requirements of the National Industrial Security gram Operating Manual apply to all security aspects of affort) 1. CLEARANCE AND SAFEGUARDING (b) (7)(E)

a. FACILITY CLEARANCE REQUIRED:

b. LEVEL OF SAFEGUARDING REQUIRED:

(b) (7)(E)

2. 1	HIS SPECIFICATION IS FOR: (X and com	plete	as appli	cable)		3. T	HIS S	SPECIFICATION IS: (X and	complete as app	licable)		
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	b. SUBCONTRACT NUMBER					х	b.	REVISED (Supercodes	Revision No. 2	Date (YYMM 991012		
	c. SOLICITATION OR OTHER NUMBER	D	ue Date	(YYMMDD)		c.	FINAL (Complete item 5 in a	II cases)	Date (YYMM		
4. IS Clas	THIS A FOLLOW-ON CONTRACT? [X] sifled material received or generated under	YES DAS	[]NO G60-96	, if yes, com -C0190	nplete the	follow	ving (P	receding Contract Number)	s transferred to t	this follow-on co		
5. IS In re	THIS A FINAL DD FORM 254 [] YES sponse to the contractors request dated	[X]!	NO, If y	es, complete ention of the	the follo	owing: d clas	sified	d material is authorized for a	period of:			
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Ray dba 180	AME, ADDRESS, AND ZIP theon Company Raytheon Systems Company Hartwell Road ford, MA 01730				b. CAG		DE	c. COGNIZANT SECURI ZIP Code) Northeast Region, DIS New England Sector Barnes Building 495 Summer Street Boston, MA 02210-2192	TY OFFICE (MA	ma, Address,		
7. SI	JBCONTRACTOR											
				·				Zip Code)				
8. A	CTUAL PERFORMANCE	**						(m) 146				
	ENERAL IDENTIFICATION OF THIS PROJ duct Advanced Studies Concerning Aerosta			s for Land A	Attack Cr	uise M	issile	e Defense				
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12 0UDUC DELEASE	MUDIFICATION P00034
12. PUBLIC RELEASE. Any information (classified or unclassified) pertain trational Industrial Security Program Operation Manual or unless it has been approved for submitted for approval prior to release.	ining to this contract shall not be released for public dissamination except as provided by public release by appropriate U.S. Government authority. Proposed public releases shall $(b)(7)(F)$
] DIRECT [X] THROUGH (Specify) Deputy Commander, U.S. Army Space and Missi	
ATTN: SMOC-PA P O. Box 1500 Huntsville, Alabama 35807-3801	
to the Directorate for Freedom of Information and Security Review, Office of the Assistant S	Secretary of Defense (Public Affairs)* for review.
13. SECURITY GUIDANCE. The Security classafication guidance needed for this class indicates a need for changes in this guidance, the contrador is evaluanced and ancouraged to provide reconstructed changes contract, and to submit any guidance for interpretation of this guidance to the official decided below. Pending final decision, as exprepanate for me classified effort. Attach, or forward under repertate corresponded by documentarguidase affects re-); to challenge the guidance or the classification assigned to any information or millent humahed or generated under this the information involved shall be handled and protected at the highest lines of classification assigned or recommended. (I
SEE ATTACHED PAGES	
	(b)(7)(E)
	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements	virunda, in addition to hiddPoid requirements, are entablished for this contrast. [X] YES [] NO
.III Yea. dentity the partnerd contractual cleuses in the contract document beall, or provide an eppropriate statement which lib	widden edullated requirements. Preville a copy of the requirements to the cognitural security office. Use then 13 f extil
15. INSPECTIONS, ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RES	PONSIBILITY OF THE COCHIZANT SECURITY OFFICE. (If yee, expelle and
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16. CLASSIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

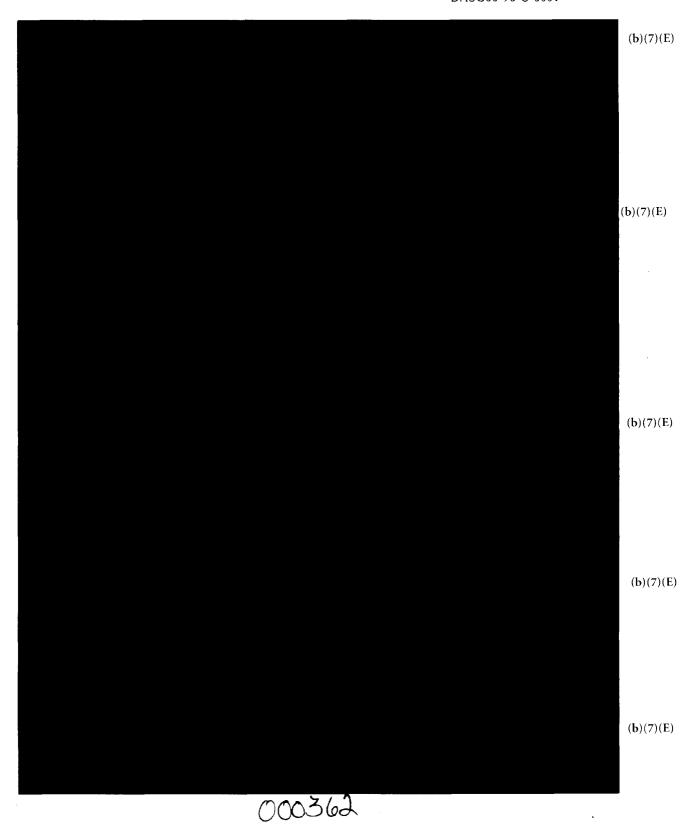
a. TYPED NAME OF CERTIFYING OFFICIAL

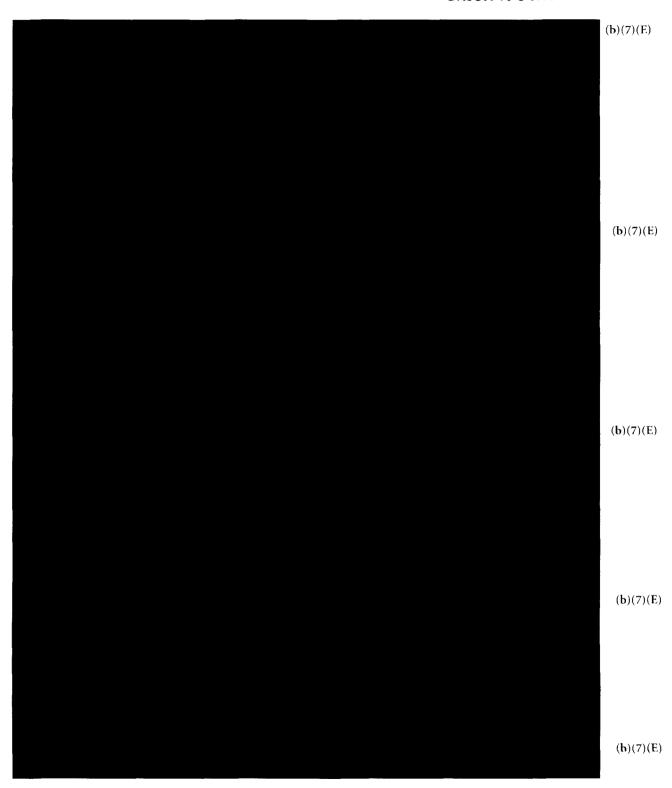
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17. REQUIRED DISTRIBUTION

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(X) ADMINISTRATIVE CONTRACTING OFFICER
(X) OTHERS AS NECESSARY

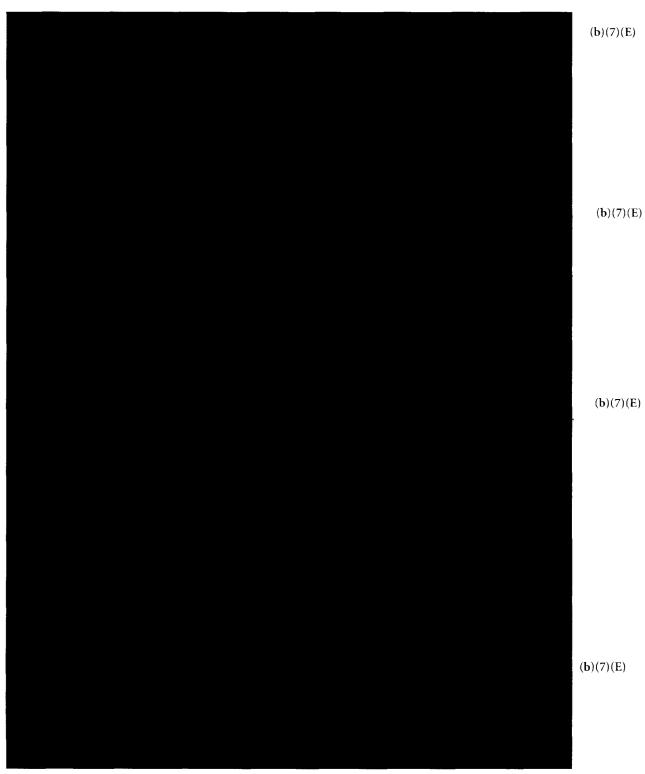




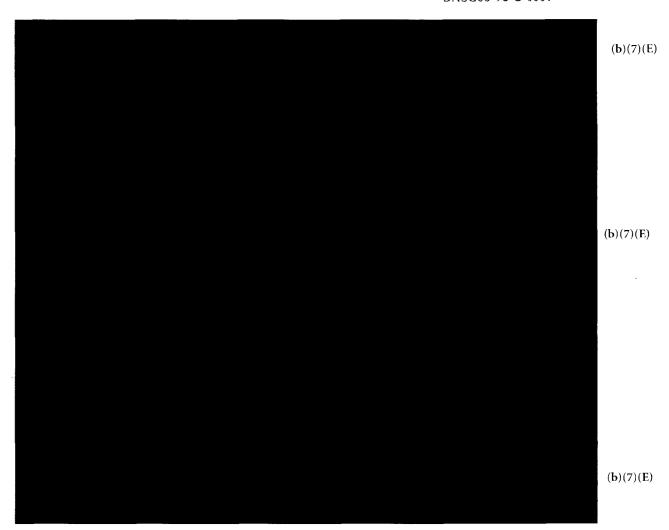
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MODIFICATION P00034 DASG60-98-C-0001



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CONTRACT DATA REQUIREMENTS LIST

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(1 Data Item) OMB No. 0704-0188 on Project (0704-0188), Washington O.C. 20503. Please OO NOT RETURN your fe A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: 0004, 0006, 0008 OTHER F. CONTRACTOR D. SYSTEM/ITEM E. CONTRACT/PR NO. **JLENS** DASG60-98-C-0001 Raytheon I. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE 17. PAICE GROUP LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT PROGRAM COST ESTIMATE (PCE) (ISA) REPORT A005 4. AUTHORITY (Deta Acquisition Document No.) 5. CONTRACT REFERENCE 8. REQUIRING OFFICE IR. ESTIMATED DI-FNCL-80448 SOW PARA 2.6.3 SMDC-AC-J TOTAL PRICE 7. 00 250 REQ 9. DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION DISTRIBUTION REQUIRED AS REQUIRED LT **BLK 16** b. COPIES STATEMENT 8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT A. ADDRESSEE Final REQUIRED N/A **BLK 16** Repre SMDC-AC-J 18. REMARKS STARTING WITH THE NEGOTIATED CONTRACT AS A BASELINE, THE CONTRACTOR SHALL DEVELOP, AND MAINTAIN CURRENT A PROGRAM COST ESTIMATE (PCE) TO ESTIMATE 1 HARD COPY / TOTAL LIFE CYCLE COST FOR THE JLENS PROGRAM DESCRIBED BELOW. THE CONTRACTOR 1 DISK SHALL SUBMIT THE PCE TO THE GOVERNMENT ON AN AS REQUIRED BASIS. THE * SMDC-CM-CN CONTRACTOR HAS 30 DAYS TO PROVIDE THE PCE AFTER A VERBAL REQUEST BY THE *ACO GOVERNMENT IS MADE. THE VERBAL REQUEST WILL BE FOLLOWED UP BY A LETTER OF INSTRUCTION FROM THE CONTRACTING OFFICER. THE TOTAL COST SHOULD BE IN THEN YEAR (ESCALATED) DOLLARS IN MILLIONS (\$M). A DEMONSTRATION SYSTEM REFLECTING THE NEGOTIATED CONTRACT WITH ALL EVENTS. THE PERIOD OF PERFORMANCE, ETC. - AN EMD PROGRAM WHERE 2 RADAR SYSTEMS ARE BUILT FY 06 - FY 08 ASSUMING POM FUNDING. THE PCE SHOULD BE PHASED ACCORDING TO THE YEARS THE SYSTEMS ARE BUILT. THE JLENS PRODUCTION PROGRAM CONSISTS OF 12 RADAR SYSTEMS IN THE OBJECTIVE CONFIGURATION BEGINNING IN FY 09 AND ENDING WITH DELIVERY OF THE 12TH SYSTEM IN FY 14 (2 PER YEAR) THE WBS SHOULD REFLECT THE COMPONENTS THAT MAKE UP THE END ITEMS. (b) (7)(E) EACH ACCOUNT REQUIRES DOCUMENTATION. DEFINE THE RATIONALE AS ACTUAL COST. A COST ESTIMATING RELATIONSHIP, OR AN ANALOGY. INCLUDE THE SOURCE OF THE INFORMATION USED IN THE ESTIMATE. ASSOCIATED 0&S COSTS FOR 12 SYSTEMS AND THE STANDARD TIME PERIOD OF 20 YEARS. CONTRACT FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY 15. TOTAL I. APPROVED BY G. PREPARED BY H. DATE J. DATE

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6. REMARKS

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SUBMIT AGENDA 25 DAYS PRIOR TO MEETINGS. GOVERNMENT APPROVAL WITHIN 10 DAYS FROM RECEIPT OF AGENDA.

SUBMIT HARD COPIES OF PRESENTED MATERIAL WITHIN 10 DAYS AFTER THE MEETING. BLACK/WHITE COPIES SHALL BE PROVIDED IN BLACK/WHITE. COLOR COPIES SHALL BE PROVIDED IN COLOR.

SUBMIT MINUTES OF MEETINGS, ATTENDEES, AND ACTION ITEMS WITHIN 10 DAYS AFTER MEETING.

SUBMIT COMPLETED ACTION ITEM REPORT WITHIN 10 DAYS AFTER COMPLETION OF ALL ACTION ITEMS.

CONTRACTOR FORMAT ACCEPTABLE.

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JLENS PROGRAM

SW-JLENS-16-97 DASG60-98-C-0001 35 16

STATEMENT OF WORK

1 Oct 99 Rev 1

1.0 INTRODUCTION

1.1 Objective

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements, and (3) provide an operational "leave behind" system. (3, 5, 7, 9, 11)

1.2 Scope

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification (JPS). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Demonstration, and Test (DDD&T); and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and maintain a system that meets the requirements of this SOW and the JPS. (3, 5, 7, 9, 11)

1.3 Integrated Product Teams (IPTs)

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

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2.0 PROGRAM MANAGEMENT

2.1 General

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

2.2 Meetings and Reviews - Contractor Internal

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

2.3 Meetings and Reviews - Contractor/Government

The contractor shall conduct program reviews (PRs). The PRs shall address the technical performance; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during PRs. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001, B001) (3, 5, 7, 9, 11)

2.4 Master Integrated Program Schedule (MIPS)

The contractor shall plan, organize, and document the sequence of program events in a MIPS by which the program's progress is measured and assessed. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002) (3, 5, 7, 9, 11)

2.5 Contract Work Breakdown Structure (CWBS)

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to the lowest level at which work is performed. (CDRL A003) (3, 5, 7, 9, 11)

2.6 Cost Reporting

2.6.1 Funds Manhour Expenditure Report

3 4

The contractor shall provide a Funds Manhour Expenditure Report. (CDRL B002) (9, 11)

2.6.2 Cost/Schedule Status Reports (C/SSR)

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. This shall include an earned value management control process which provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. The contractor shall flow down earned value management and reporting requirements to major subcontractors which,

based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The contractor shall prepare and provide C/SSRs (CDRL A003), and Contract Funds Status Reports (CFSRs) (CDRL A004). The contractor shall report to CWBS level 3 except payload elments (PTIR and SR) shall be reported to CWBS level 4. Lower level reporting may be required based upon risk and will be determined at the Integrated Baseline Review (IBR). (CDRL A001). The contractor shall provide a one-page white paper in contractor format explaining variances. (CDRL A003) (3, 5, 7)

2.6.3 Program Cost Estimate

Rough estimated cost for EMD, procurement, and sustainment shall be developed. Anticipated EMD, procurement and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005, B003) (3, 5, 7, 11)

- 2.7 Renumbered previous paragraph to paragraph 2.63.
- 2.8 See para 3.1

2.9 Data Management

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. (CDRL A006, B004) The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval.

All contractual data items shall be delivered in electronic format on permitted media.

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

These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: CD-ROM, Zip Disk, JAZZ drive and 3.5 inch diskettes. Media (e.g., diskettes, tapes, etc.) under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. (3, 5, 7, 9, 11)

3.0 SYSTEM ENGINEERING

3.1 General

The contractor shall implement systems engineering practices and provide a system design that meets the requirements of this SOW and the JPS. Systems Engineering shall include system engineering requirements allocation, system analyses, hardware, software, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach". (3, 5, 7, 9, 11)

3.2 System Engineering Requirements Allocation

The contractor shall develop and provide a Specification Tree to the equivalent of the Critical Item (CI)/Prime Item/subsystem level. (CDRL A007) The contractor shall flow down the requirements of the JPS to the equivalent of the CI/Prime Item/subsystem level. The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software performance specifications to the level annotated in the JPS. (CDRL A009). Below this level, the contractor shall develop and maintain in contractor format, performance specifications to the equivalent CI/Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A010) (3, 5, 7)

3.3 System Analyses

The contractor shall conduct performance analyses to support the system design IAW the requirements of the JDP.

Performance analyses shall be

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

(b)(3)(A)

completed and system design shall be established prior to DRs. The contractor shall conduct trade studies that shall be completed prior to DRs. All trade studies shall address CAIV (9). All analyses generated in paragraph 3.3 shall be included in the Design Notebook. (CDRL A008) (3, 5, 7)

3.4 Hardware

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

3.5 Software

3.5.1 Reuse

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

3.5.2 Software Engineering Environment (SEE)

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

3.5.3 Software Development

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

3.5.4 Software Testing

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the specific test cases and related test procedures. The government may participate in all software testing.

(3, 5, 7)

3.5.5 Software Version

The contractor shall document the exact version of each software release. (3, 5, 7)

*

3.5.6 Corrective Action

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Design Reviews (DRs). The contractor shall document each detected software product problem and its solution. (3, 5, 7, 9, 11)

3.5.7 Management Indicators

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

3.5.8 Y2K Compliance.

The contractor shall ensure that all hardware and software used on the system is Y2K compliant for use after the year 1999. (3, 5, 7, 9, 11)

3.6 Test Requirements/Plans

The contractor shall develop and document test requirements/plans to ensure system integration and to verify the system meets the requirements of the JPS. (CDRL A015) (3, 5, 7, 9, 11)

3.7 Interface Management and Integration

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

3.8 Safety

The contractor shall conduct system safety engineering in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A012, B005) (3, 5, 7, 9, 11)

3.9 Modeling and Simulation

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

3.9.1 Engineering Modeling and Simulations

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

3.9.2 System Integration Laboratory (SIL)

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

3.10 Technical Reviews and Meetings

3.10.1 Design Reviews (DRs)

Using the government approved path to DRs, the contractor shall conduct DRs that meets requirements for preliminary design review and critical design review at the contractor's facilities. (CDRL A014) (3, 5, 7)

3.10.1.1 DR Entrance Criteria

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, flow down of requirements, and Hardware and Software Performance Specifications as specified in the JPS; hardware and software design; ICDs, trade studies, status of risk mitigation efforts and test data; and any additional criteria agreed to at the Program Reviews. (3, 5, 7)

3.10.1.2 DR Exit Criteria

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

3.10.2 Deleted

3.10.3 Deleted

4.0 RISK MITIGATION

4.1 General

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

4.2 Risk Mitigation Tasks

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

4.3 Deleted

5.0 TEST AND EVALUATION

5.1 General

The contractor shall conduct a contractor Test and Evaluation (T&E) program and support a government T&E program. The contractor's T&E program shall demonstrate that the requirements contained in the JPS have been satisfied. The contractor shall maintain traceability from the JPS to all specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) in contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, and system demonstrations. The contractor shall support Early User Testing (EUT). (3, 5, 7, 9)

5.2 Test Plans, Reports, and Reviews

The contractor shall prepare and submit detailed test plans for component, subsystem test, and system demonstrations. (CDRL A015) The contractor shall include entrance and exit criteria for each test/demonstration described in the test plans. The contractor shall prepare and

submit test reports to document the results of component, subsystem and demonstrations. (CDRL A016) The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system demonstrations. The government will be the approval authority for all TRRs. (CDRL A017) (3, 5, 7, 9)

5.3 Component and Subsystem Testing

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

5.4 Ground Testing

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Demonstration. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the full technical capability and integration of the system at a land based site. The contractor shall demonstrate that all components of the JLENS system operate IAW the JPS to include both internal and external interfaces. Testing shall be conducted IAW approved test plans. (3, 5, 7, 9)

5.5 System Demonstrations/Exercises

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

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

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

5.6 Early User Test (EUT)

The contractor shall support the government in the conduct of a JLENS EUT using government test plans and procedures. The contractor shall be responsible for the delivery of test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. EUT readiness shall be determined by the government after completion of an EUT TRR. The contractor shall assist the government with collection, reduction, analysis, and reporting of EUT test data. The EUT maybe conducted concurrently with the system demonstration. (5, 7, 9, 11)

6.0 SPECIALTY ENGINEERING

6.1 Logistics

The contractor shall provide for total contractor logistics support. The contractor shall develop and document a logistics support program for the JLENS system using DoDI 5000.2, AR 700-127, and MIL-PRF-49506, as guides. The contractor shall implement integrated logistics support IAW the contract Attachment A7 entitled, "Integrated Logistics Support Approach". (3, 5, 7, 9, 11)

6.1.1 Integrated Support Plan

The logistics support program shall be documented in an integrated support plan (ISP) that delineates the contractor's logistics support concepts, plans, and procedures for the JLENS system. (CDRL A018, B006) The ISP shall include provisions for MANPRINT, maintenance, supply support, equipment, and training planning. (3, 5, 7, 9, 11)

6.1.2 Training

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government and contractor personnel that provide for proper operation and maintenance of the JLENS system. (3, 5, 7, 9, 11)

6.2 Product Assurance

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

6.3 Environmental Management

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019, B007) (3, 5, 7, 9, 11)

6.4 Configuration Management

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

7.0 OPERATIONS SECURITY

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020, B008). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and the USASSDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (3, 5, 7, 9, 11)

8.0 OPERATIONS AND SUSTAINMENT

The contractor shall operate and provide total contractor logistic support of the JLENS system for a period of two years on a 1/8/5 basis at McGregor Test Range, NM. The contractor shall be responsible for all aspects of operating, maintaining, repairing, and supporting the JLENS system. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operations and Sustainment Approach." The contractor shall report operations and sustainment activities. (CDRL B001) (11)

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

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			1	3	4QFY04 thru 2Q-FY05	•
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			1	3	1QFY03 thru 3QFY05	
			2	5	4QFY01	
			1	5	3QFY03	
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			1	7	2QFY02 thru 3QFY05	
			1	'9	2QFY02	
			1	9	3QFY00 thru 4QFY05	
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12 Oct 99

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RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (pursuant to DFARS 252.227-7013 and 252.227-7014 AND 252.227-7017) Additional Identification and Assertion of Use, Release, or Disclosure of Restrictions

In accordance with the requirements of DFARS 252.227-7013 Rights in Technical Data-Non-Commercial Items, 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation and 252.227-7017 Identification and Assertion of Use, Release, or Disclosure of Restrictions, Raytheon Company hereby provides notification that the noted team members developed the following non classified items at private expense and will be delivered to the Government with limited rights for technical data and restricted rights for computer software.

Raytheon Company asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted:

Note: The Bold faced item listed last is the additional entry.

Basis for Assertion	Asserted Rights Category	Entity
Developed at private L expense	imited Rights	Raytheon Company
Developed at private L expense	imited Rights	Raytheon Company,
Developed at private L expense	imited Rights	Raytheon Company,
Developed at private L expense	imited Rights	Raytheon Company,
Developed at private L expense	imited Rights	Raytheon Company
Developed at private L expense	imited Rights	Raytheon Company

US Code 552 (b)(3) (A)(i)& Title 10 Sec 130 (a) (c)

Limited Rights	Raytheon Company	
Limited Rights	Raytheon Company	
Limited Rights	Raytheon Company	US Code 552 (b)(3)(A)(i)& Title 10 Sec 130 (a)(c)
Limited Rights	Raytheon Company	130 (a)(c)
Limited Rights	Raytheon Company	
Restricted Righty	Raytheon Company	
Restricted Rights (See Note 1)	TCOM L. P.	
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Raytheon Company			OD DATES	(SEE ITEM 11)	
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Bedford, MA 01730-0000			X 10A MOD. DASG60-9	OF CONTRACT	CORDER NO.
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		MENDMENTS OF SOLICITATI			
The above numbered solicitation is amended as set forth	in Item 14. The hour and date spec	ified for receipt of	is extended,	is not exte	nded.
Offers must acknowledge receipt of this amendment pr	•			ods:	
(a) By completing Items 8 and 15, and returning	•	cknowledging receipt of this smoodmen	_		
or (c) By separate latter or telegram which includes a re					
RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this at					
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ACCOUNTING AND APPROPRIATION DATA	A (If required)				
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C.THIS SUPPLEMENTAL AGREEMENT IS EN			<u> </u>		
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D.OTHER (Specify type of modification and author Unitateral: Contract Clause No. 71, "Limitation	* *				
IMPORTANT: Contractor X is not,	is required to sign this doc	ument and return	copies to the issu	ing office.	
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Prescribed by GSA FAR (48 CFR) 53.243

REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		_	
DASG60-98-C-0001-P00035	2	OF	3	

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN:

AG

ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200 /0HHJLE/H ORDER NO.: ER0D730200-03

FUNDED AMT: \$1,000,000

Modification P00035

2. Paragraph G-6. IMPLEMENTAATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT	
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145 ,166,476	
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:				(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 31,431,222	\$1,000,000	\$ 32,431,222	
(5) Net Amount Required for Full Funding:	\$113,735,254	(\$1,000,000)	\$112,735,254	
(6) Estimated Period of Performance the Allotted Amount will cover:		12 Nov 99		

NSN 7540-01-152-8057

50336-101 000414

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

CONTINUATION SHEET	REFERÊNCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00035	PAGE 3	OF	3

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

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

DELETE

ADD

Page 13A, Modification P00033 Page 14, Modification P00034 Page 21, Modification P00034 Page 13A, Modification P00035 Page 14, Modification P00035 Page 21, Modification P00035

RAYTHEON COMPANY

MODIFICATION P00035 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00033

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-03 ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) FUNDED AMT: \$ 19,764 (P00014) ER8D730500-08 ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) **FUNDED AMT: \$** 525,000 (P00020) ER8D730500-11 9,503 (P00024) ER8D730500-12 **FUNDED AMT: \$** FUNDED AMT: \$ 236,500 (P00025) ER8D730500-14 ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

\$

7,400 (P00030)

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER8D730500-16

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

FUNDED AMT:

ACRN: AF

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021

ER0D730200/0HHJLE/H

ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)

ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)

CONTRACT DASG60-98-C-0001
PAGE 14 OF 49 PAGES
PREVIOUS: MOD P00034

12 Nov 99

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

a. CLINs 0001 and 0002:

	(1)	Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	,,,,
	(4)	Net Amount Required for Full Funding:	(\$2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI	Ns 0003 and 0004:		
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		(b)(4)
	(3)	Amount Separately Obligated for Payment of Target Fee:		
	(4)	Total Amount Allotted and Obligated:	\$ <u>32,431,222</u>	
	(5)	Net Amount Required for Full Funding:	\$ <u>112,735,254</u>	

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011</u>	<u>,800</u> *
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	-0-
(3)	Amount Separately Obligated for Payment of Target Fee:	\$	<u>-0-</u>
(4)	Total Amount Allotted and Obligated:	\$	-0-
(5)	Net Amount Required for Full Funding:	\$ <u>164,011</u>	<u>,800</u> *

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

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

*NOT-TO-EXCEED (NTE)

MODIFICATION P00035 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00034

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

accordance with the LIMITATION OF FUNDS clause.

b.	Pursuant t	to the Limitation	on of Funds clau	se, the sum of \$	3440,100 is presently	allotted to	0421-2019-0100
CLIN 000	1 and available	e for payment	o cover the work	to be performed	hereunder until 30 Se	n 99 The	(b)(4)

It is expected that allotments within each fiscal year will be made on an incremental basis in

amount o is obligated for Potential Fee for a total amount of for CLIN 0001.

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$29,779,256 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 12 Nov 99. The amount of s obligated for Potential Fee (if applicable), for a total amount o (b)(4)for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

> PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100



AMENDMENT OF SOLICITAT	ION/MODIFICATIO	N OF CONTRACT	U CONTE	ACL (DICODE —	PAGE OF PAG
2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REC). NO		1 3 O.(If applicable)
P00036	8-Nov-1999		-		
SPACE AND MISSILE DEFENSE COM	DDE W31RPD	7 ADMINISTERED BY (If other the DEFENSE LOGISTICS AGEN P.O. BOX 928		CODE	
,					
HUNTSVILLE, AL 35807-3801		HANOVER, MD 21076			
R. NAME AND ADDRESS OF CONTRACTOR (N	lo., Street, County, State and Zi	p Code)	9A. AMEN.	DMENT OF SOL	ICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD			9B. DATEI	(SEE ITEM 11)	
		x	LOA, MOD. DASG60-9	OF CONTRACT 8-C-0001	ORDER NO.
BEDFORD, MA 01730-0000			10B. DATE	D (SEE ITEM 13)
ODE 04164	FACILITY CODE	X	30-Jan-199	28	
11. THI The above numbered solicitation is amended as set forth		MENDMENTS OF SOLICITATIONS	3		
Offers must acknowledge receipt of this amendment pr (a) By completing florms 3 and 15, and returning or (a) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REFECTION OF YOUR OFFER. If by virtue of this air provided each telegram or letter makes reference to the	copies of the document; (b) By a ference to the solicitation and amone IE RECEIPT OF OFFERS PRIOR I mendment you desire to change an o	cknowledging receipt of this amendment on diment numbers. FAILURE OF YOUR ACK FO THE HOUR AND DATE SPECIFIED M (ffer already submitted, such change may be	osch copy of the NOWLEDCA AY RESULT nade by telegr	10 offor IENT TO IN	
2. ACCOUNTING AND APPROPRIATION DATA		o is received prior to the opening and said said	no specificat		
13. THIS FTEM AP	PLIES ONLY TO MODIFICA	TIONS OF CONTRACTS/ORDERS.			~~
IT MODIFIES	THE CONTRACT/ORDER NO	O. AS DESCRIBED IN ITEM 14.			
A THIS CHANGE ORDER IS ISSUED PURSUA CONTRACT ORDER NO. IN ITEM 10A.	INT TO: (Specify authority) Th	HE CHANGES SET FORTH IN ITEM	14 ARE MA	ADE IN THE	
HE ABOVE NUMBERED CONTRACT/ORL	NITEM 14, PURSUANT TO T	HE AUTHORITY OF FAR 43.103(B)		changes in payin	'S
CHIS SUPPLEMENTAL AGREEMENT IS EN	TERED INTO PURSUANT TO	O AUTHORITY OF:			
D.OTHER (Specify type of modification and auth- Unliateral: Contract Clause No. 71, "Limitation					
. IMPORTANT: Contractor X is not,	is required to sign this doc	nument and return cop	es to the issu	ing office.	
4. DESCRIPTION OF AMENDMENT/MODIFICA where feasible.) Cage Code: 04164 TIN: 041760395 Order No.: ER0D730200-04 See Page 2	TION (Organized by UCF sect	tion headings, including solicitation/co	stract subject	. matter	
cept as provided herein, all terms and conditions of the doc A. NAME AND TITLE OF SIGNER (Type or prin			and in full fo	rca and	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 16			160	. DATE SIGNED
Signature of person authorized to sign)	30-105-0			RD FO	7 7 9 RM 30 (Rev 10-1
PPROVED BY OIRM 11-84	20-107-0			resumed by GS	A.

000419

FAR (48 CFR) 53.243

REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00036	PAGE 2	OF	3

NAME OF OFFEROR OR CONTRACTOR **H&R COMPANY**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

Whereas, pursuant to FAR 43.103(B), the government elects to add the cumulative amount for each ACRN in Section G-5. ACCOUNTING AND APPROPRIATION DATA, and

NOW, THEREFORE, the contract is modified as follows:

CLINs 0003 and 0004:

ACRN:

ORDER NO.: ER0D730200-04 Funded Amt: \$1,500,000

ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200/0HHJLE/H Modification P00036

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

PRIO	R	THIS MODIFICATION	CUMULTIVE AMOUNT	
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476	
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:				(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 32,431,222	\$1,500,000	\$ 33,931,222	,,,,
(5) Net Amount Required for Full Funding:	\$112,735,254	(\$1,500,000)	\$111,235,254	
(6) Estimated Period of Performance the Allotted Amount will cover:		29 Nov 99		

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00036	PAGE 3	OF	3	

NAME OF OFFEROR OR CONTRACTOR H&R COMPANY

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

DELETE	ADD
Page 13, Modification P00027	Page 13, Modification P00036
Page 13A, Modification P00035	Page 13A, Modification P00036
Page 14, Modification P00035	Page 14, Modification P00036
Page 21, Modification P00035	Page 21, Modification P00036

MODIFICATION P00036 TO CONTRACT DASG60-98-C-0001 PAGE 13 OF 49 PAGES PREVIOUS: MOD P00027

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:

ORGANIZATIONAL CODE:

TELEPHONE NUMBERS:

COMMERCIAL:

DEFENSE SWITCHED NETWORK (DSN):



(b)(6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:

AA

CUMULATIVE AMOUNT:

\$440,100

ACCT CLASS:

2182040 36 9618 P172419E55 2581 ER8D730400 S01021

ER8D730400/8HHJLE/H

ORDER NO/PRON:

ER8D730400-01 **FUNDED AMT: \$482,003 (BASIC)** ER8D730400-02 FUNDED AMT: \$157,983 (P00002) FUNDED AMT: \$842,017 (P00009) ER8D730400-03 FUNDED AMT: (\$500,000)(P00011) ER8D730400-04 ER8D730400-05 FUNDED AMT: (\$525,000)(P00019) FUNDED AMT: (\$ 9,503)(P00024) ER8D730400-06 FUNDED AMT: (\$ 7,400)(P00027) ER8D730400-07

ACRN:

AD

CUMULATIVE AMOUNT:

\$0

ACCT CLASS:

2172040 36 9618 P172419E55 2587 ER7D730800 S01021

ER7D730800/7HHAER/H

ORDER NO/PRON:

ER7D730800-01

FUNDED AMT: \$842,017 (P00001)

ER7D730800-02

FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN:

AB

CUMULATIVE AMOUNT:

\$2,298,235

ACCT CLASS:

2172040 36 9618 P172419E55 2587 ER7D730700 S01021

ER7D730700/7HHAER/H

ORDER NO/PRON:

FUNDED AMT: \$928,000 (BASIC) ER7D730700-01 ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) FUNDED AMT: \$180,000 (P00003) ER7D730700-04 ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) FUNDED AMT: \$ 11,263 (P00008)

ER7D730700-06 ER7D730700-07 ER7D730700-08

FUNDED AMT: \$842,017 (P00009) FUNDED AMT: (\$ 19,764)(P00014)

FUNDED AMT: \$ 3,296 (P00018)

ER7D730700-09

RAYTHEON COMPANY

MODIFICATION P00036 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00035

ACRN: AC

CUMULATIVE AMOUNT: \$17,832,987

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: FUNDED AMT: \$10,517,997 (BASIC) ER8D730500-01

FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-02 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-03 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-04 **FUNDED AMT: (\$** 842,017)(P00008) ER8D730500-05 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-06 ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014) 30,000)(P00015) ER8D730500-10 **FUNDED AMT: (\$** 525.000 (P00020) ER8D730500-11 **FUNDED AMT: \$** ER8D730500-12 **FUNDED AMT: \$** 9,503 (P00024) 236,500 (P00025) ER8D730500-14 **FUNDED AMT:** \$

FUNDED AMT: \$ 1,000,000 (P00026) ER8D730500-15

ER8D730500-16 **FUNDED AMT: \$** 7,400 (P00030)

ACRN: **AE**

CUMULATIVE AMOUNT: \$7,500,000

2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ACCT CLASS:

ER9D730100/9HHJLE/H

FUNDED AMT: \$3,243,000 (P00021) ORDER NO/PRON: ER9D730100-01

FUNDED AMT: \$5,257,000 (P00024) ER9D730100-02 FUNDED AMT: (\$1,000,000)(P00026) ER9D730100-03

ACRN: **AF**

CUMULATIVE AMOUNT: \$3,300,000

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

> ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

CUMULATIVE AMOUNT: \$3,000,000

ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021

ER0D730200/0HHJLE/H

ORDER NO/PRON: ER0D730200-01 **FUNDED AMT:** \$500,000 (P00033)

FUNDED AMT: \$1,000,000 (P00035) ER0D730200-03 ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)

CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00035

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

3	CI	INe	0001	and	0002
a .	\sim L	11142	OVOL	anu	VVVZ

	(1)	Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	(b)(4)
	(4)	Net Amount Required for Full Funding:	(\$2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI	Ns 0003 and 0004:		
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		1600
	(3)	Amount Separately Obligated for Payment of Target Fee:		COLL
	(4)	Total Amount Allotted and Obligated:	\$ <u>33,931,222</u>	
	(5)	Net Amount Required for Full Funding:	\$ <u>111,235,254</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	29 Nov 99	

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3)	Amount Separately Obligated for Payment of Target Fee:	\$
(4)	Total Amount Allotted and Obligated:	\$
(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *

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

*NOT-TO-EXCEED (NTE)

MODIFICATION P00036 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES

PREVIOUS: MOD P00035

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

	b.	Pursuant to the	Limitation of Fund	is clause,	the sum	of \$440,100 is	presently allotte	d to	(b)(4)
CLIN 0	0001		payment to cover th						
amount	of	is obligated for P	Potential Fee for a to	tal amour	nt of	or CLIN 00	001.		

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$31,156,448 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Nov 99. The amount of sobligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

PLANNED DATE OF FUNDING

AMOUNT

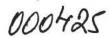
CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100



Unilateral: Contract Clause No. 71, "Limitation of Funds" IMPORTANT: Contractor X is not. is required to sign this document and return copies to the issuing office DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading x including solicitation/contract subject matter where feasible) INPORTANT: Cantractor X is not. is required to sign this document and return copies to the issuing office DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading x including solicitation/contract subject matter where feasible) INPORTANT: Cantractor (Section of the document profession of the document profession of the document profession in from 9A or 10A, as hyprophic obanged, remains exchanged and in full lorde and A NAME AND TITLE OF SIGNER (Type or print) B. CONTRACTOR/OFFEROR ISC. DATE SIGNED (Signature of person suthorized to sign) (Signature of person suthorized to sign) (Signature of person suthorized to sign)	AMENDMENT OF SOLICITAT	NON/MODIFICATIO	N OF CONTRACT		l	V CODE	1	OF PACES
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BEDFORD, MA. O1730-0000 BEDFORD, MA. O1730-00000 BEDFORD, MA. O1730-00000000000000000000000000000000000	NAME AND ADDRESS OF CONTRACTOR (I	No., Street, County, State and Zip	p Code)	9.	LAMENI	MENT OF SOL	CITATI	ON NO.
BEDFORD MA 01750-0000 A MOJA OF CONTRACTORDER NJ	RAYTHEON COMPANY			91	DATED	(SEE ITEM 11)		
BEDFORD, MA. 01730-0000 DIE: 04164 FACILITY CODE: 11. HIS TIEM ONLY AFFLES TO AMENDMENTS OF SOLUCITATIONS The three namement soluctation is stranded as set forth to than 14. The hour and date specified for receipt of 10. The stranded light of the three stranded as set forth to than 14. The hour and date specified for receipt of 10. By emphricial forms as 4.0 %, and of strange of the Amendment of the Normal And for specified in the solucitation or as stranded by set of the following mobility. 10. By emphricial forms as 4.0 %, and of strange of the Amendment of 10.0 % separate where we can be stranged or to the your specified. 10. By emphricial strands of strangers without asserted at stranded and stranded countries and stranded to the stranded or the stranded or to the stran	180 HARTWELL ROAD			 	(01)	OP CANALTE A CT	CINDEL	NO
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00037	PAGE 2	OF	3
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NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

Whereas, pursuant to FAR 43.103(B), the government elects to amend the accounting classification for ACRN AG as reflected herein, and

NOW, THEREFORE, the contract is modified as follows:

CLINS 0003 and 0004;

ACRN:

ACCT CLASS: 2102040 36 9618 P172419E55 255Y EROD730200 S01021 EROD730200/0HHJLE/H ORDER NO.: ER0D730200-05

Funded Amt: \$3,000,000

Modification P00037

2. Paragraph G-6. IMPLDEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

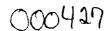
CLINs 0003 and 0004;

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,4 7 6	- () -	\$145 , <i>166</i> ,476	
(2) Amount Allotted under the LOF clause for Payment of Target Costs:				(by 4)
(3) Amount Separately Obligated for Payment of Target Fee:				(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 33,931,222	\$3,000,000	\$ 36,931,222	
(5) Not Amount Required for full Funding:	\$111,235,254	(\$3,000,000)	\$108,235,254	
(6) Estimated Period of Performance the Allotted Amount will cover:		21 Jan 00		

NSN 7540-01-102-800/

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00037	PAGE 3	OF	3

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

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

DELETE	
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Page 13A, Modification P00036

Page 14, Modification P00036 Page 21, Modification P00036 ADD

Page 13A, Modification P00037 Page 14, Modification P00037

Page 21, Modification P00037

NSN 7340-01-152-8057

50336-101

OPTIONAL FORM 336A (4.86) Sponsored by GSA FAR (48 CFR) 53.110

RAYTHEON COMPANY

MODIFICATION P00037 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00036

ACRN: AC

CUMULATIVE AMOUNT: \$17,832,987

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON-ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

> ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842.017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) FUNDED AMT: \$ ER8D730500-08 19,764 (P00014) ER8D730500-10 **FUNDED AMT: (\$** 30,000)(P00015) ER8D730500-11 **FUNDED AMT: \$** 525,000 (P00020) **FUNDED AMT: \$** 9,503 (P00024) ER8D730500-12 236,500 (P00025) ER8D730500-14 FUNDED AMT: \$ ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026) ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN:

CUMULATIVE AMOUNT: \$7,500,000

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

FUNDED AMT: \$5,257,000 (P00024) ER9D730100-02 ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN:

AF

AE

CUMULATIVE AMOUNT: \$3,300,000

ACCT CLASS:

9790400.2501.36-6011.P407500.00000.2552.ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

> ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN:

AG

CUMULATIVE AMOUNT:

ACCT CLASS:

\$6,000,000 2102040 36 9618 P172419E55 255Y ER0D730200 \$01021

EROD730200/0HHJLE/H

ORDER NO/PRON:

EROD730200-01 FUNDED AMT: \$500,000 (P00033)

ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)

ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)

FUNDED AMT: \$3,000,000 (P00037) ER0D730200-05

MODIFICATION P00037 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00036

\$164,011,800*

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

u. Chair ooor tate ooc	a.	CLINs	0001	and	0002
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	(1)	Amount Required for Full Funding:	\$_	437,946	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:			
	(3)	Total Amount Allotted and Obligated:	\$_	440,100	(b)(4)
	(4)	Net Amount Required for Full Funding:	(\$	2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30	Sep 99	
b .	CLI	Ns 0003 and 0004:			
	(1)	Amount Required for Full Funding, Including Fee(s):	\$14	5,166,476	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:			(b)(4)
	(3)	Amount Separately Obligated for Payment of Target Fee:			
	(4)	Total Amount Allotted and Obligated:	\$_3	6,931,222	
	(5)	Net Amount Required for Full Funding:	\$ <u>10</u>	<u>8,235,254</u>	• •
	(6)	Estimated Period of Performance the Allotted Amount Will Cover	211	an 00	
C.	CLI	Ns 0005 and 0006:			
	SUE	BCLIN 0005AA			
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>16</u>	4,011,800*	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	s	0-	
	(3)	Amount Separately Obligated for Payment of Target Fee:	s	0-	
	(4)	Total Amount Allotted and Obligated:	\$	-0-	

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

(5) Net Amount Required for Full Funding:

*NOT-TO-EXCEED (NTE)

MODIFICATION P00037 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00036

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

31	b.	Pursuant to the	Limitation	of Funds	clause,	the s	sum	of \$440,	,100 i	s pres	ently allo	tted	to	(1)
CLIN (0001	and available for p	payment to	cover the	work to	be pe	erfor	med here	under	until 3	30 Sep 99	9. 7	Γhe	(b)
amount	of	is obligated for P	otential Fee	for a tota	l amoun	t of		for (CLIN	0001.				

(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$33,910,833 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 21 Jan 00. The is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100

AMENDMENT OF SOLICITAT	ION/MODIFICATIO	IN OF CONTRACT			v	111	2
AMENDMENT/MODIFICATION NO.	FEFECTIVE DATE	4. REQUISITION PURCHASE I	REO.	NO.	5. PROJECT	NO.(If applica	ıble)
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ED 9Y CO	COMMAND	DEFENSE LOGISTICS AG			CODE	\$220 6 A	
		P.O BOX 586					
(b)(0)						
HUNTSVILLE, AL 35807-3801		TYNCISBORO, MD 01879		DA ABARBII	IMENT UT SU	I ICITATION	J NO
NAME AND ADDRESS OF CONTRACTOR (N	Io., Street, County, State and Z	ip Code)	- }	7A. AMENI	MENT OF SO	Metrici	· (10.
RAYTHEON COMPANY			7	9H DATED	(SEE ITEM 1	.)	
180 HARTWELL ROAD		•		IOA MOD	OF CONTRAC	TAORDER N	O.
			^1	DASG80-9	8-C-0001		
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ODE 04164	FACILITY CODE S ITEM ONLY APPLIES TO	AMENDMENTS OF SOLICITATION		30-jen-199	0		
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(a) By completing from 1 and 15, and returning	ospins of the document, (b) By	ecknowledging receipt of this emondance	# 0# E	ach copy of th	e aller		
or (o) By superate britar or telegram which is stodes a re RECEIVED AT THE PLACE DESIGNATED FOR IT							
RUBCTION OF YOUR OPPER. If by views of this is	corodinani yan dasiro to chango sa	affer alossly submitted, such change and	y be a	ديرمذبة وتا حقت			
ACCOUNTING AND APPROPRIATION DATA		to a later or king to the shames from th		10 opposited.			
ACCOUNTED ALL APPROPRIATION DATE	z (11 tadames)						
13. THIS FIEM AF	PLIES ONLY TO MODIFICA	ATIONS OF CONTRACTS/ORDER	RS.				
		O. AS DESCRIBED IN FIEM 14.					
A.THIS CHANGE ORDER IS ISSUED PURSUA CONTRACT ORDER NO. IN ITEM 10A.	NTTO: (Specify authority) T	HE CHANGES SET FORTH IN IT	ŒΜ	14 ARE MA	de in the		
B.THE ABOVE NUMBERED CONTRACT/ORI	DEB (S LANKIETED TY) DELT	FOT THE ADMINISTRATIVE OF	ANI	10 9 /mah an	A		
office, appropriation date, etc.) SET FORTH D				10.0 (ed.02 at	Contraction in pay	mk	
C.THIS SUPPLEMENTAL AGREEMENT IS EN	CTERED INTO PURSUANT I	O AUTHORITY OF:					
THER (Specify type of modification and such	ority)						
ORTANT: Compressor is not.	X is required to sign this do	comment and raturn 1	опрі	cs to the issu	ing office.		
DESCRIPTION OF AMENDMENT/MODIFICA		tion hardings, including solicitation	/con	tract subject	mette		
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TR: 041750395 Order No.: EROD750200-05A							
ice Page 2							
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000432

FAR (48 CFR) 53.243

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE DASG60-98-C-0001-P00038 PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR RAYTHEON

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to FAR 43.103(a), the government elects to incorporate a revised data item into the contract, and

Whereas, the parties hereto agree that this revised data item may be incorporated into the contract without cost or schedule impact, and

Now, Therefore, the contract is modified as follows:

- 1. SECTION J LIST OF ATTACHMENT§ is modified to delete Contract Data Requirements List (DD form 1423) data item no. 18, dated 12 Oct 99, 1 page, and add Contract Data Requirements List (DD Form 1423) data item no. 18, dated 7 Dec 99, 1 page.
- 2. The following page substitution is hereby incorporated into the contract:

DELETE ADD

Page 47, Modification P00034 Page 47, Modification P00038

NSN 7540-01-152-8057

OPTIONAL FORM 336A (4-86) Spansored by GSA FAR-(48 CFR)=53.110

000433

50.136-101

MODIFICATION P00038 TO CONTRACT DASG60-98-C-0001 PAGE 47 OF 49 PAGES PREVIOUS: MOD P00034

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGE	<u>s</u>
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List &	12 Oct 99	30	
Data Item No. A018	07 Dec 99	1	
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" Rev 1	1 Oct 99	12	1
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16	(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28	
hereto by reference and previously furnished.	May 99	70	(b)(7)(E)

CONTRACT DATA REQUIREMENTS LIST								Forms Appr				
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				1. CONIR	ACT ID CODE	PACE OF PACES
AMENDMENT OF SOLICITAT	rion/modificatio	ON OF CONTRACT		}	V	1 3
2. AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4. REQUISITION/PURCHAS	K REQ.	NO.	5 PROJECT N	O.(If applicable)
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HUNTSVILLE, AL 35807-3801		TYNGSBORO, MD 0187				
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Z	ip Code)	1 19	DAL AMENT	DMENT OF SOI	ICITATION NO.
RAYTHEON COMPANY			115	B. DATED	(SEE ITEM 11)	
180 HARTWELL ROAD						
				DASG60-9	OF CONTRACT	ORDER NO.
BEDFORD, MA 01730-0000			—) (SEE ITEM I	1)
IDE 04164	FACILITY CODE		I	30-Jan-199	-	<i>'</i>
11. TH	IS ITEM ONLY APPLIES TO	AMENDMENTS OF SOLICITA	TIONS			
The shove numbered solicitation is amended as set for	th in term t4. The hour and date spe	cified for receipt of		s axtended,	us not exfe	ded
Offers must acknowledge receipt of this amondment p	rior to the hour and date specified is	the solicitation or as amonded by one	of the fo	lowing meth	ode:	Į.
(a) Hy completing Items 8 and 15, and returning	enpies of the document; (h) fly i	icknowledging receipt al'this amendin	ent un ce	sch copy at th	a offer	{
ur (c) By separate letter or telegram which includes a r RECEIVED AT THE PLACE DESIGNATED FOR T						
RETECTION OF YOUR OFFER. If by virue of this						
provided each telegram or letter makes reference to the						
ACCOUNTING AND APPROPRIATION DAT	A (Il required)					
		TIONS OF CONTRACTS/ORDI				
A.THIS CHANGE ORDER IS ISSUED PURSU.	ANT TO: (Specify authority) T	HE CHANGES SET FORTH IN	riem i	4 ARE MA	DE IN THE	
CUNTRACT ORDER NO. IN FIEM 10A.						
B.THE ABOVE NUMBERED CONTRACT/OR	DER IS MODIFIED TO REFIT	OT THE ADMINIST VATIVE C	HANG	ES (such as	changes in payle	,
office, appropriation date, etc.) SET FORTH I						
THIS SUPPLEMENTAL, AGREEMENT IS EN	NIERED INTO PURSUANT T	O AUTHORITY OF:				
DOTTIER (Specify type of modification and auth	ionty)	Appendix to the selection of the selecti		***************************************		
Unilateral: Contract clause No. 71, "Limitation						
MPORTANT: Contractor X is not.	is required to sign this do	current and return	copie	s to the issu	ing office.	
DESCRIPTION OF AMENDMENT/MODIFIC/	ATION (Organized by UCF sec	tion headings, including solicitati	on/cont	ract subject	metter	
where lessible.) N: 041760396						
rder No.: EROD730200 08						
ee Page 2						
pp as provided berein, ell terms and conditions of the de						<u></u>
A NAME AND TITLE OF SIGNER (Type or pri	m)	A MANOE AND PUTE OF CON	HKAC	ING UFF	CER (Table on bu	(b)(k)
3. CONTRACTOR/OFFEROR	ISC. DATE SIGNED					NIE SIGNED
(Signature of narrow upther and to sign)						10-100
(Signature of person authorized to sign) CEPTION TO SE 10	36.11					3(1 (Rev. 10.83)
PROVED BY OIRM 11-84	30-105-0				Prescribed by GS	10 (IZEA: 10.03)

000436

FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00039	PAGE 2	OF	3	

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

Whereas, pursuant to the contractor's request (letter SDD:99:1473, 20 Dec 99) the Remittance Address in Section G-8 is changed as shown on the slipsheet page to the contract.

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN:

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H

ORDER NO.: ER0D730200-06

ER0D730200-07 EROD730200-08

Funded Amt: \$1,000,000

Funded Amt; (\$1,000,000) Funded Amt: \$6,000,000

Modification P00039

Modification P00039 Modification P00039

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004

(1) Amount	required for Full
Funding	Including Fee(s):

(2) Amount Allotted under the LOF clause for Payment of Target Costs:

(3) Amount Separately Obligated for Payment of Target Fee:

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

(6) Estimated Period of Performance the Allotted Amount will cover:

NSN 7340-01-152-8057

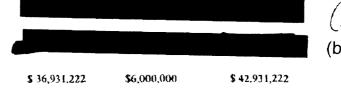
THIS PRIOR MODIFICATION

\$145,166,476

-0-

CUMULATIVE TOTAL

\$145,166,476



\$108,235,254 (\$6,000,000)

\$102,235,254

6 Mar 00

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

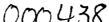
CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00039	PAGE 3	OF	3	-

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

NSN 7540-01-152-8057

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

DELETE	ADD
Page 13A, Modification P00037	Page 13A, Modification P00039
Page 14, Modification P00037	Page 14, Modification P00039
Page 21, Modification P00037	Page 21, Modification P00039
Page 15, Modification P00034	Page 15, Modification P00039



50336-101

RAYTHEON COMPANY

MODIFICATION P00039 TO CONTRACT DASG60-98-C-0001 **PAGE 13A OF 49 PAGES** PREVIOUS: MOD P00037

ACRN:	AC
CUMULATIVE AMOUNT:	\$17,832,987
ACCT CLASS:	2182040 36 9618 P172419E55 2581 ER8D730500 S01021
	ER8D730500/8HHJLE/H
ORDER NO/PRON	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
	ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
	EPRD730500 03 FUNDED AMT: \$ 1,407,652 (000006)

FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-03 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-04 ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-08 19,764 (P00014) FUNDED AMT: \$ ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) FUNDED AMT: \$ 525,000 (P00020) ER8D730500-11 9,503 (P00024) ER8D730500-12 **FUNDED AMT: \$** FUNDED AMT: \$ 236,500 (P00025) ER8D730500-14 ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026) ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE

CUMULATIVE AMOUNT: \$7,500,000

2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ACCT CLASS:

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

CUMULATIVE AMOUNT: \$3,300,000

ACCT CLASS: 9790400.2501 36-6011 P407500,00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

> ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

CUMULATIVE AMOUNT: \$12,000,000

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021

EROD730200/0HHJLE/H

ORDER NO/PRON: ER0D730200-01 FUNDED AMT. \$500,000 (P00033)

> ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035) ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036) ER0D730200-05 FUNDED AMT: \$3,000,000 (P00037)

> FUNDED AMT: \$1,000,000 (P00039) EROD730200-06 FUNDED AMT: (\$1,000,000)(P00039) ER0D730200-07 FUNDED AMT. \$6,000,000 (P00039) ER0D730200-08

MODIFICATION P00039 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00037

\$164,011,800*

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

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24 1				ana	111111/

	(I) Amount Required for Full Funding:	\$ <u>437,946</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)
	(3) Total Amount Allotted and Obligated:	\$ 440,100
	(4) Net Amount Required for Full Funding:	(\$2,154)
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.	CLINs 0003 and 0004:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b)(4)
	(3) Amount Separately Obligated for Payment of Target Fee:	
	(4) Total Amount Allotted and Obligated:	\$ <u>42.931.222</u>
	(5) Net Amount Required for Full Funding:	\$ <u>102,235,254</u>
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	6 Mar 00
c.	CLINs 0005 and 0006:	
	SUBCLIN 0005AA	
	(1) Amount Required for Full Funding, Including Fee(s):	\$164 <u>.011</u> .800*
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
	(3) Amount Separately Obligated for Payment of Target Fee:	\$
	(4) Total Amount Allotted and Obligated:	\$

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

(5) Net Amount Required for Full Funding:

*NOT-TO-EXCEED (NTE)

RAYTHEON COMPANY

MODIFICATION P00039 TO ONTRACT DASG60-98-C-0001 PAGE 15 OF 49 PAGES PREVIOUS: MOD P00034

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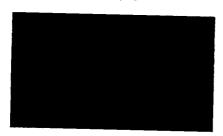
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,0</u>	<u>)00</u> *
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	S	-0-
(3)	Amount Separately Obligated for Payment of Fee:	\$	<u>-0-</u>
(4)	Total Amount Allotted and Obligated:	\$	<u>0-</u>
(5)	Net Amount Required for Full Funding	\$ 41.558.0	200*

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

*NOT-TO-EXCEED (NTE)

G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES: Payments shall be made by EFT procedures in accordance with FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payments. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit this designation to the government payment office no later than 14 days before an invoice or contract financing request is submitted.

G-8. Remittance Address:



(b)(4)

MODIFICATION P00039 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00037

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a.	It is expected t	hat allotments	within each	fiscal y	ear will	be made	on an	incremental	basis ii	n
accordance v	vith the LIMITA	TION OF FUN	NDS clause.				-			

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted	l to
CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99.	The (b)(4)
amount of so obligated for Potential Fee for a total amount of or CLIN 0001.	(0)(4)
P A. A. A. M. MITTATION OF FUNDS also also consider the second	

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$39,419,604 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 6 Mar 00. The s obligated for Potential Fee (if applicable), for a total amount of CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P0(040)	PAGE 2	OF	3

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

Whereas, pursuant to the contract clause, "Government Furnished Property (Cost Reimbursement, Time-and-Material, or Lubor-Hour Contracts (Deviation), the Government Furnished Property List is revised to provide authorization to use government owned facilities accountable under contracts DAAH01-95-E-0001 and DAAH01-97-E-0003 on a non-interference basis, and

Whereas, pursuant to FAR 43.103(a), the Contract Data Requirement List (CDRL) is revised to delete the submission of the Software Development Plan under CLIN 0004, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

ACRN:

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHILE/H ORDER NO.: ER0D730200-09

Modification P00040 Funded Amt: \$4,000,000

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

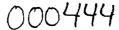
CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476	
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee;				(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 42,931,222	\$4,000,000	\$ 46,931,222	(0)(4)
(5) Net Amount Required for Full Funding:	\$102,235,254	(\$4,000,000)	\$ 98,235,254	

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-PXXX40	PAGE 3	OF	3

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

(6) Estimated Period of Performance the Allotted Amount will cover:

31 Aug 00

- 3. SECTION J LIST OF ATTACHMENTS is modified as follows.
 - a. Defete GFE/S, 4 Oct 99, 2 pages and add GFE/S*, 3 Jan (0), 2 pages.
- b. Delete Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List, 12 Oct 99, 30 pages & Data Item No. A018, 07 Dec 99, 1 page and add Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List, 12 Oct 99, 29 pages & Data Item No. A018, 07 Dec 99, 1 page and Data Item No. A011, 12 Jan 00, 1 page.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13A, Modification P00039	Page 13A, Modification P00040
Page 14, Modification P00039	Page 14, Modification P00040
Page 21, Modification P00039	Page 21. Modification P00040
Page 47, Modification P00038	Page 47, Modification P00040
Page 48, Modification P00034	Page 48, Modification P00040

NSN 7540-01-152-8057

50336-101 OPTIONAL FORM 3.16A (4-86) Sponsored by GSA FAR (48 CFR) 53,110



RAYTHEON COMPANY

MODIFICATION P00040 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00039

ACRN: AC

\$17,832,987 **CUMULATIVE AMOUNT:**

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

> ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-04 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-05 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-06 FUNDED AMT: \$ ER8D730500-08 19,764 (P00014) 30,000)(P00015) ER8D730500-10 FUNDED AMT: (\$ ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020) FUNDED AMT: \$ ER8D730500-12 9,503 (P00024) ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)

> ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

> ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE

CUMULATIVE AMOUNT: \$7,500,000

2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ACCT CLASS:

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

> ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)

ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

\$3,300,000 **CUMULATIVE AMOUNT:**

ACCT CLASS:

9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

CUMULATIVE AMOUNT: \$16,000,000

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021

EROD730200/0HHJLE/H

ORDER NO/PRON: EROD730200-01 FUNDED AMT: \$500,000 (P00033)

> FUNDED AMT: \$1,000,000 (P00035) ER0D730200-03 ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036) ER0D730200-05 FUNDED AMT: \$3,000,000 (P00037) FUNDED AMT: \$1,000,000 (P00039) EROD730200-06 ER0D730200-07 FUNDED AMT: (\$1,000,000)(P00039)

> ER0D730200-08 FUNDED AMT: \$6,000,000 (P00039) EROD730200-09 FUNDED AMT: \$4,000,000 (P00040)

MODIFICATION P00040 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00039

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

2	CLIN	0001	and	0002
ar	1	OUUI	an u	10004

(1) Amount Required for Full Funding:

\$ 437,946

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

\$ 440,100 (b)(4)

(b)(4)

(3) Total Amount Allotted and Obligated:

(**\$** 2.154)

(4) Net Amount Required for Full Funding:

30 Sep 99

b. CLINs 0003 and 0004.

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

\$145,166,476

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

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

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

(3) Amount Separately Obligated for Payment of Target Fee:

\$ 46,931,222

(4) Total Amount Allotted and Obligated

\$ 98,235,254

(5) Net Amount Required for Full Funding:

31 Aug 00

c. CLINs 0005 and 0006;

SUBCLIN 0005AA

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

\$164.011.800*

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

\$____-0-

(3) Amount Separately Obligated for Payment of Target Fee:

s___o-

(4) Total Amount Allotted and Obligated:

<u>-Q-</u>

(5) Net Amount Required for Full Funding:

\$164,011,800*

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

*NOT-TO-EXCEED (NTE)

MODIFICATION P00040 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00039

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

accordance with the LIMITATION OF FUNDS clause

accordance with the District of Total business.	
b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of so obligated for Potential Fee for a total amount of the control of the c	(b)(4)
c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$43,092,118 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Aug 00.	

It is expected that allotments within each fiscal year will be made on an incremental basis in

to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Aug 00.

The amount of soligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(b)(4)

(In Millions)

CLIN 0001

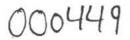
Current Obligations (Jun 99)

\$440,100

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

SECTION J - LIST OF ATTACHMENTS

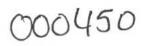
TITLE	DATE	# OF PAGE	S
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List &	12 Oct 99	29	1
Data Item No. A018 &	07 Dec 99	. 1	
Data Item No. A011	12 Jan 00	1	
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" Rev 1	1 Oct 99	12	
J.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16	(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	æ
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
oint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28	
hereto by reference and previously rurnished.	May 99	70	(b)(7)(E)



RAYTHEON COMPANY

MODIFICATION P00040 TO CONTRACT DASG60-98-C-0001 PAGE 48 OF 49 PAGES PREVIOUS: MOD P00034

TITLE	DATE	# OF PA	GES
Security Guide, SUBJECT: JLENS Development Program Payload. Security Classification Guide (U), attached hereto by reference and previously furnished.	20 Feb 98	22	(b)(7)(E)
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U), (includes Appendices A through G, 48 pages) ttached hereto by reference and previously furnished.	7 Sep 99	73	(b)(7)(E)
H&R FSAVR/97-164 Addendum I to Volume 3, OPSEC Plan,	27 Aug 97	10	(b)(7)(E)
GFE/S*	3 Jan 00	2	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33	1
The Acrostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:		. 8	
Program Management Approach	14 Nov 97	16	3
CAIV Approach	15 Nov 97	8	*
Systems Engineering	14 Nov 97	L8	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	



A0011 SOFTARE DEVELOPMENT PLAN 4 AUTHORITY (Date Acquisition Document No.) 6. CONTRACT REFERENCE 6. REQUIRING OFFICE 13.E	MICE GROUP
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8. APP CODE STATEMENT 11 AS OF DATE 12. DATE OF SUGGEQUENT 8. ADDRESSEE TIME	
N/A REQUIRED SUBMISSION AS REQUIRED OVER THE PROPERTY OF THE P	
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APPROVAL: G30/C30	
CONTRACTOR FORMAT ACCEPTABLE	
*LETTER OF TRANSMITTAL ONLY	
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Jan 00 1. Al	6)(6)

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30 (a) o)			1	3	2QFY03 thru 3QFY05	
			1	3	1QFY03 thru 3QFY05	
			2	5	4QFY01	
			1	5	3QFY03	
			1	5	2QFY00	
			1	5	3&4QFY03	
			1	7	3QFY03	
			1	7	3QFY04	
(3)(A)			1	7	2QFY02	
&Title Sec			1	7	3&4QFY03	
0 (a) ·			1	7	3QFY02 thru 3QFY04	
			1	7	2QFY02 thru 3QFY05	
			1	9	2QFY02	
			1	9	3QFY00 thru 4QFY05	
			1	9	2QFY00 thru 4QFY05	
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c			2	All	on hand	
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ate Required Acq. Cos	Date Required	CLIN	Qty
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on hand	on hand	Ali	2
on hand	on hand	All	4
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					V	1	3
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQ N	O	5 PROJECT NO	O (If applie	able)
10041	25-Jan-2000)
SSUED BY	CODE W31RPD	7 ADMINISTERED BY (If other than item 6) CODE \$2208A					
LE DEFEN	SE COMMAND	P.O. BOX 688	SENCY				
PO BOX 1500							İ
HUNTSVILLE, AL 35807-3801		TYNGSBORO, MD 01879					1
NAME AND ADDRESS OF CONTRACTOR	(No Street County State and 7			AMENI	MENT OF SOL	CITATIO	N NO
_	(110; 50 ook, coulty, oome and a	the Court				·	
RAYTHEON COMPANY			913	DATED	(SEE ITEM II)		
180 HARTWELL ROAD			. 10	A MOD.	OF CONTRACT	ORDER !	10.
555555 VI -1755 COO			100	BCMTH	8-C-(XX)1		
BEDFORD, MA 01730-0000			1 . 1		O (SEE ITEM 13)	1
ODE 04164	FACILITY CODE			Jan-199	18		
	THIS ITEM ONLY APPLIES TO						
The above numbered solicitation is amended as act	·	•	L)	dended.	is not extent	aca.	
Offers must acknowledge receipt of this smendme: (a) By completing items 8 and 15, and returning	•	the sufficiention or an amended by one c acknowledging receipt of this amendone		-			l l
of (c) by separate letter in telegram which includes	e roference to the solicitation and amor	gamstal manibors. PAILUICE OF YOUR	ACKNU	WILDIA	ENLIG)
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFICE OF BY VOTES OF BE							
provided such telegram or letter makes reference to					un ei		
ACCOUNTING AND APPROPRIATION D	ATA (If required)						
	APPLIES ONLY TO MODIFICA		RS				
	LES THE CONTRACT/ORDER N		Tradad	ADCAGA	DI Di Triu		
A.THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN LIEM 10A.	SUAINT TO: (Specify authority) t	HE CHANGES SET FORTH IN I	LP.M 14	ARE MA	DE IN THE		
B.THE ABOVE NUMBERED CONTRACTA office, appropriation date, etc.) SET FORT				k (such as	. Jianges in payiri	B.	
C.THIS SUPPLEMENTAL AGREEMENT IS							
<u> </u>							
D.OTHER (Specify type of modification and a UNILATERAL: Contract Clause No. 71, "							
	is required to sign this do	comment and reduce	(vwiee I	a the ive	ing office		
I. DESCRIPTION OF AMENDMENT/MODIF where (casible.)	ICATION (Organized by OCF sex	ation headings, including solution	n/contra	ct subject	matter		}
· · · · · · · · · · · · · · · · · · ·							
FIN: 041760395							1
Order No.: 4N-0-55103-4N-01							- 1
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Order No.: 4N-0-55103-4N-01							
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order No.: 4N-O-55103-4N-O1 iee Page 2							
Order No.: 4N-O-55103-4N-O1 see Page 2 sept as provided barcia, 411 torus and eventriess of the		IA, as buretalaro changed, connins appl	anged sno	in tall for	og and		
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Order No.: 4N-0-55103-4N-01 See Page 2 copt or provided herein, 4th torus and everytiess of the A NAME AND TITLE OF SIGNER (Type or	print) 16	A, as burgaturo changed, remains and	anged sm	l <u>ia fall for</u> NG OFFI	eg and CER (Tyne of ati		
copt or provided bereia, 4/1 torns and everytimes of the NAME AND TITLE OF SIGNER (Type or B. CONTRACTOR/OFFEROR	print) 16	A, as buretaloro changed, remains and	arged sac	l <u>ia tall</u> for NG OFFI	og and CPR (Tyne of art		

000454

FAR (48 CFR) 53,243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASGG0-98-C-0001-P00041	PAGE 2	OF	3
·				

NAME OF OFFEROR OR CONTRACTOR **RAYTHEON COMPANY**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of funds," the government elects to add an increment of funds to fund CLINs 003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to ad the following:

CLINs 0003 and 0004:

ACRN:

ACCT CLASS: 9700400,2501 5Q-5007 P40770643873,3155 2514 S01021 4N0551034N/04N551/4N ORDER NO.: 4N-0-55103-4N-01

Modification P00041

Funded Amt: \$700,000

\$ 97,535.254

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO PEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476

\$ 98,235,254

(2) Amount Allotted under the LOF Clause for Payment of

Funding, Including Fec(s):

Target Costs:

(3) Amount Separately Obligated for Payment of Target Fee: (4) Total Amount Allotted

(5) Net Amount Required for Full Funding:

and Obligated:

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

\$700,000 \$ 47,631,222 \$ 46,931,222

30 Sep 00

(\$700,000)

NSN 7549-91-132-8057

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00041	PAGE 3	OF	3

NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY

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

DELETE

ADD

Page 13B, Modification P00041

Page 14, Modification P00040

Page 14. Modification P00041

Page 21, Modification P00040

Page 21. Modification P00041

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

RAYTHEON COMPANY

MODIFICATION P00041 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES ADDED: MOD P00041

ACRN: AH

CUMULATIVE AMOUNT: \$700,000

ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021

4N0551034N/04N551/4N

ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

MODIFICATION P00041 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00040

\$ 47,631,222

\$ 97,535,254

30 Sep 00

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

 a. CLINs 0001 and 0002 	a.	CLINs	1000	and	0002
--	----	--------------	------	-----	------

	(1) Amount Required for Full Funding:	\$ <u>437,94</u> 6	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)	(4)
	(3) Total Amount Allotted and Obligated:	\$ 440,100	. ,
	(4) Net Amount Required for Full Funding:	(\$ 2,154)	
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLINs 0003 and 0004:		
	(1) Amount Required for Full Funding, Including Fec(s):	\$ <u>145,166,476</u>	

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

(3) Amount Separately Obligated for Payment of Target Fee:

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

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

CLINs 0005 and 0006:

SUBCLIN 0005AA

(1) Amount Required for Full Funding, Including Fee(s): \$164,011,800*

\$___-0-(2) Amount Allotted Under the LOF Clause for Payment of Costs:

\$___0-(3) Amount Separately Obligated for Payment of Target Fee:

s______ (4) Total Amount Allotted and Obligated:

\$164,011,800* (5) Net Amount Required for Full Funding:

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

*NOT-TO-EXCEED (NTE)

MODIFICATION P00041 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00040

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a .	It is expected	that allotments	within each	fiscal year w	ill be made	on an	incremental	basis	in
accordance w	ith the LIMIT	ATION OF FUI	NDS clause.						

	ь.	Pursuant to	the Limitatio	n of Funds	clause, t	he sum of \$	440,100 is	s presently allotte	d to	
CLIN	000 <u>1</u> a	nd available	for payment t	cover the	work to b	e performed	hereunder	until 30 Sep 99.	The	(b)(4)
amoun	tof	is obligated f	for Potential F	ee for a tota	al amount	O.	or CLIN	0001.		(0)(1)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$43,734,808 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 00. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100

AMENDMENT OF SOLICIT	ATION/MODIFICAT	ION OF CONTR	ACT	1 CONTRA	V CODE	PACIR	OF PAGES	100
*MENDMENT/MODIFICATION NO. 142	3. EFFECTIVE DATE 01-Mar-2000	4. REQUISITION/PUR	CHASE REQ	NO.	5. PROJECT I	NO.(II app	licable)	
	ODE W31RPD E COMMAND	7. ADMINISTERFI) R' DEFENSE LOGIST P.O. BOX 688	Y (If other the	n item 6) Y	CODE	S2206A		(6)
HUNTSVILLE, AL 35807-3801		TYNGSBORO, MD	01879					
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, State and Z.	ip Code)	9	A AMENI	MENT OF SO	LICITAT	ION NO.	1
RAYTHEON COMPANY 180 HARTWELL ROAD			9	B DATED	(SEE ITEM 11)		
			×	ASGEC-9	OF CONTRAC	TORDE	R NO.	
BEDFORD, MA 01730-0000					(SEETTEM	13)		
DE 04164	THIS ITEM ONLY APPLIES	TO AMENIMENTS OF		0-Jan-199	В			-
The above numbered solicitation is amended as set forth in				extended.	is not exter	nded		7
or (c) By separate letter or telegram which includes a refer RECEIVED ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the sol	RECEIPT OF OFFERS PRIOR TO THE indiment you desire to change an offer air initiation and this smendment, and is reco	R HOUR AND DATE SPECIF cody submitted, such change in	TRD MAY REST my be made by tel	ILT IN THE legram or lette				
ACCOUNTING AND APPROPRIATION DATE. See Schedule	A (II required)							
13. THIS ITE	M APPLIES ONLY TO MODIL							7
A.TILIS CHANGE ORDER IS ISSUED PURSE	ANT TO: (Specify sutherity) T			_	AADE IN THE	_		-
CONTRACT ORDER NO. IN ITEM 10A.								1
B. THE ABOVE NUMBERED CONTRACT/OF					as changes in p	aying		-
office, appropriation date, etc.) SET FORTH .THIS SUPPLEMENTAL AGREEMENT IS E	The second secon	The second secon	AR 43.103(B).				4
								4
D.OTHER (Specify type of modification and aut UNILATERAL: Contract Clause No. 71, "Lin								1
MPORTANT: Contractor X is not,	is required to sign this docu	ament and return	copio	s to the issui	ng office.			7
DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) IN: 041760395 Order No.: EROD730200-12 ee Page 2	ATION (Organized by UCI: see	tion headings, including a	olicitation/cor	wact subjec	l maiter			
ept as provided herein, all terms and conditions of the docus NAME AND TITLE OF SIGNER (Type or pr CONTRACTOR/OFFEROR		retofore changed, remains unch	anged und in full	force and effe	IGO	print) C. DATE :	9000	(6)
(Signature of person authorized to sign) CEPTION TO SF 30	30-105-04		Name of Street	5	TANDARD FO	DRM 30 (I	Rev. 10-83)
PROVED BY OIRM 11-84				P	rescribed by GS AR (48 CFR) 5	SA.	-	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00042	PAGE 2	OF	3	
NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY	3				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN:

ORDER NO.: ER0D730200-10

Funded Amt: \$1,000,000

ACCT CLASS: 2102040-36-9618 P172419E55-255Y ER0D730200-S01021 ER0D730200/0HHJLE/H Modification P00042

ER0D730200-11 ER0D730200-12

Funded Amt. (\$1,000,000) Funded Amt: \$ 700,000

Modification P00042 Modification P00042

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

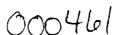
CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	0	\$145,166,476	
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(h)(4)
(3) Amount Separately Obligated for Payment of Target Fee:				
(4) Total Amount Allotted and Obligated:	\$ 47,631,222	\$700,000	\$ 48,311,222	
(5) Net Amount Required for Full Funding:	\$ 97,535,254	(\$700,000)	\$96,835,254	
(6) Estimated Period of Performance the Altotted Amount will Cover:		30 Sep 00		

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 136A (4-86) Sponsored by GSA FAR (48 CFR) 53.110



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00042	PAGE 3	OF	3
NAME OF OFFEROR OR CONTRACTOR RAYTHEON COMPANY				

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

DELETE

Page 13A, Modification P00040 Page 14, Modification P00041

Page 21, Modification P00041

ADD

Page 13A, Modification P00042

Page 14, Modification P00042

Page 21, Modification P00042

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

MODIFICATION P00042 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00040

ACRN: AC

CUMULATIVE AMOUNT: \$17,832,987

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-02 ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-06 **FUNDED AMT: \$** ER8D730500-08 19,764 (P00014) 30,000)(P00015) ER8D730500-10 **FUNDED AMT: (\$** ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020) ER8D730500-12 FUNDED AMT: \$ 9.503 (P00024) FUNDED AMT: \$ 236,500 (P00025) ER8D730500-14 ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026) ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE

CUMULATIVE AMOUNT: \$7,500,000

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

CUMULATIVE AMOUNT: \$3,300,000

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

CUMULATIVE AMOUNT: \$16,700,000

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021

ER0D730200/0HHJLE/H

ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)

ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035) FUNDED AMT: \$1,500,000 (P00036) ER0D730200-04 FUNDED AMT: \$3,000,000 (P00037) ER0D730200-05 ER0D730200-06 FUNDED AMT: \$1,000,000 (P00039) FUNDED AMT: (\$1,000,000)(P00039) ER0D730200-07 FUNDED AMT: \$6,000,000 (P00039) ER0D730200-08 FUNDED AMT: \$4,000,000 (P00040) ER0D730200-09 FUNDED AMT: \$1,000,000 (P00042) ER0D730200-10 ER0D730200-11 FUNDED AMT: (\$1,000,000)(P00042) EROD730200-12 FUNDED AMT: \$ 700,000 (P00042)

MODIFICATION P00042 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00041

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

a .	CI	IN.	0001	and	0002
4	L .I.	JIINX	UNDI	MIKE	10111/

(1) Amount Required for Full Funding: \$ 437,946

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

(b)(4)

\$ 440,100 (3) Total Amount Allotted and Obligated:

(4) Net Amount Required for Full Funding: (\$ 2,154)

30 Sep 99 (5) Estimated Period of Performance the Allotted Amount Will Cover:

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): \$145,166,476

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

(3) Amount Separately Obligated for Payment of Target Fee:

\$ 48,331,222 (4) Total Amount Allotted and Obligated:

\$ 96,835,254 (5) Net Amount Required for Full Funding:

30 Sep 00 (6) Estimated Period of Performance the Allotted Amount Will Cover:

CLINs 0005 and 0006:

SUBCLIN 0005AA

\$164,011,800* (1) Amount Required for Full Funding, Including Fee(s):

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

\$_-0-(3) Amount Separately Obligated for Payment of Target Fee:

-0-(4) Total Amount Allotted and Obligated:

\$164,011,800* (5) Net Amount Required for Full Funding:

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

*NOT-TO-EXCEED (NTE)

XXX464

MODIFICATION P00042 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00041

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

accordance with the LIMITATION OF FUNDS clause.		
b. Pursuant to the Limitation of Funds clause, the sum CLIN 0001 and available for payment to cover the work to be nerfor	of \$440,100 is presently allotted to mod hereunder until 30 Sep 99. The	(b)(4)
amount c sobligated for Potential Fee for a total amount c	for CLIN 0001.	

It is expected that allotments within each fiscal year will be made on an incremental basis in

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,377,498 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 00.

The amount of solding solding solding solding to Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100

AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITIONPURCHASE	RE	Q NO.	S. PROJECT	NO.(If applicable).
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NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY	(No., Street, County, State and 2	Cap Code)		JA. AMEN	DMEN LOF AL	MCIAIN NO.
180 HARTWELL ROAD		I		9B. DATE	(SEE ITEM I	1)
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				JOB DATE	D (SEE ITEM	13)
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13. THIS IT	EM APPLIES ONLY TO MODE	FICATIONS OF CONTRACTS	ORI	DERS.		
	DIFIES THE CONTRACT/ORDE					
A.THIS CHANGE ORDER IS ISSUED FURS CONTRACT ORDER NO. IN ITEM IOA.	UANT TO: (Specify sufficiely) T	HE CHANGES SET FORTH IN	m	EM 16 ARE	MADE IN THE	E .
CONTRACT ORDER NO. IN ITEM TOA						
B,THE ABOVE NUMBERED CONTRACT/O					h as changes in	paying
office, appropriation data, em.) SET FORTH C.THIS SUPPLEMENTAL AGREEMENT IS	The state of the s		103	(B).		
Section H-3, Options	ENTERED BATO L CHOOLAN	TO NOTHOLOTT OF,				
D.OTHER (Specify type of modification and as	athority)					
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Order No.: NACXXXQ0680104-01						
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H -- Special Contract Requirements, Paragraph H-3. OPTIONS, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$250,000 is provided to exercise 1202 hours of Surge Option Subclin 0009AB. and

Now. Therefore, the contract is modified as follows:

1. The contract is hereby modified to exercise Subclin 0009AB in the amount of 250,000. Standard (b)(4)Form 26, Block 15G, is increased by \$250,000 from \$145,604,422 to \$145,854,422.

2. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the establishment of Subclin 0009AA for the available DPPH and the establishment of Subclin 0009AB for exercised DPPH with R&D funds as shown below:

CLIN	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT
0009AA	Available Direct Productive Person Hours (DPPH))		Sce B-10	\$20,548,700
0009AB	Exercised DPPH with R&D Funds			(b)(4) \$ 250,000

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

Subclin 0009AB:

ACRN:

AI

CUMULATIVE AMT: \$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100 REF: NACXXX00680104

ORDER NO .:

NACXXX00680104-01

FUNDED AMT: \$200,000

Modification P00043

ACRN:

ΑK

CUMULATIVE AMT: \$50,000

ACCT CLASS:

9700400 2520 0603173C 2564 BMDO0101129881 012123 REF: 0101129881-2

0101129881 (b)(3)(A)

ORDER NO .: **FUNDED AMT:**

\$50,000

Modification P00043

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

4. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: is modified to add the following:

Subclin 0009AB

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

\$250,000 NTE*

(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:

\$250,000 NTE*

-() -

⁽⁵⁾ Net Amount Required for Full Funding:

^{*}NOT TO EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY

5. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The CPFF unit price per DPPH was used to exercise CLIN 0009 incrementally. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification. The contractor agrees to submit a CPFF proposal for the total DPPH for CLIN 0009 and cost and pricing data supporting the proposal. The schedule for definitizing CLIN 0009 is:

Submission of Proposal 45 days after effective of this modification

Commence Negotiations Approximately 30 days after receipt of DCAA Audit

Report

Award Definitive Contract

Modification

180 days after effective date of this modification.

Failure of the parties to reach an agreement is subject to the Disputes Clause, FAR 52,233-1, of the contract.

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

DELETE	ADD
Page 1, Modification P00034	Page 1, Modification P00043
	Page 3B, Modification P00043
Page 13B, Modification P00041	Page 13B, Modification P00043
Page 14B, Modification P00034	Page 14B, Modification P00043
	Page 14C, Modification P00043

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000469

FAR (ABCFR) 53.214(a)

MODIFICATION P00043 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES ADD: MOD P00043

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY UNIT	<u>AMOUNT</u>	
0009AA 0009AB	Available Direct Productive Person Hours (DPPH) Exercised DPPH With R&D Funds	See B-10	\$20,548,700 \$ 250,000	(b)(4)

MODIFICATION P00043 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00041

ACRN:

AH

CUMULATIVE AMOUNT:

\$700,000

ACCT CLASS:

9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021

4N0551034N/04N551/4N

ORDER NO/PRON:

4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

CLIN 0009

(a) Subclin 0009AB

ACRN:

AJ

CUMULATIVE AMOUNT:

\$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON:

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

ACRN:

AK

CUMULATIVE AMOUNT:

\$50,000

ACCT CLASS:

9700400 2520 0603173C 2564 BMDO0101129881 012123

REF: BMDO 0101129881

ORDER NO/PRON;

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

MODIFICATION P00043 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00034

SUBCLIN 0007AB

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>10,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$0-
(5) Net Amount Required for Full Funding:	\$ <u>10,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
SUBCLIN 0007AC	
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$
	r 0
(4) Total Amount Allotted and Obligated:	\$
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 (5) Net Amount Required for Full Funding: (6) Estimated Period of Performance the Allotted Amount Will Cover: CLINs 0009 and 0010: SUBCLIN 0009AA: 	\$ <u>61,868,600</u> *
 (5) Net Amount Required for Full Funding: (6) Estimated Period of Performance the Allotted Amount Will Cover: CLINs 0009 and 0010: SUBCLIN 0009AA: (1) Amount Required for Full Funding, Including Fee(s): 	\$ <u>61,868,600</u> * \$ <u>20,548,700</u> *
 (5) Net Amount Required for Full Funding: (6) Estimated Period of Performance the Allotted Amount Will Cover: CLINs 0009 and 0010: SUBCLIN 0009AA: (1) Amount Required for Full Funding, Including Fee(s): (2) Amount Allotted Under the LOF Clause for Payment of Costs: 	\$ <u>61,868,600</u> * \$ <u>20,548,700</u> * \$0-
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*NOT-TO-EXCEED (NTE)

e.

000472

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

MODIFICATION P00043 TO CONTRACT DASG60-98-C-0001 PAGE 14C OF 49 PAGES ADD: MOD P00043

SUBCLIN 0009AB:

(1)	Amount Required for Full Funding, Including Fee(s):	\$	250,000
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$_	-0-
(3)	Amount Separately Obligated for Payment of Fee:	\$	-0-
(4)	Total Amount Allotted and Obligated:	\$	-0-
(5)	Net Amount Required for Full Funding:	\$	250,000*

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

*NOT-TO-EXCEED (NTE)

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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF. D.OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds" IMPORTANT. Contractor is not is required to sign this document and return copies to the issuing office. A.DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where ficasible.) Order No.: EROD730200-13 See Page 2 The provided intern, all terms and conditions of the document inferenced on liter 9A or 19A as berefotors changed, remains unchanged and in full force and effect. A. NAME AND TITLE OF SIGNER (Type or print) ISC. DATE SIGNED (Signature of person authorized to sign)	IT MOD	IFIES THE CONTRACT/ORDE	R NO. AS DESCRIBED IN ITE	EM I	14.			
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DOTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds" IMPORTANT: Contract Clause No. 71, "Limitation of Funds" IMPORTANT: Contractor X is not is required to sign this document and return copies to the issuing office. IDESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: EROD730200-13 See Page 2 Contract Interest and conditions of the document referenced in him 9A or 10A as herefolder changed, remains unchanged and in full force and effect. A. NAME AND TITLE OF SIGNER (Type or print) Contract Interest Interes						h as changes in p	aying	
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4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: EROD730200-13 See Page 2 See Page 3 See Page 2 See Page 3 See Page 3 See Page 4 See Page 5 See Page 5 See Page 6 See Page 6 See Page 7 See Page 7 See Page 7 See Page 8 See Page 9 See Page								
where feasible.) Order No.: EROD730200-13 See Page 2 toopt as provided listera, all large and outditions of the document reforenced in ham 9A or 10A as herefulare changed, remains unchanged and in full force and effect. 5A. NAME AND TITLE OF SIGNER (Type or print) 5B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 28-Jun-2000	. IMPORTANT: Contractor X is not	is required to sign this doc	ument and return	cor	pies to the issu	ing office.		
SB CONTRACTOR/OFFEROR ISC. DATE SIGNED (Signature of person authorized to sign)	where feasible.) Order No.: ER0D730200-13	CATION (Organized by UCF so	ction headings, including solicitat	ion/	contract subje	ct matter		
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A. NAME AND TITLE OF SIGNER (Type or print) BE CONTRACTOR/OFFEROR ISC. DATE SIGNED (Signature of person authorized to sign)	coept as provided herein, all terms and ounditions of the doci	anient reforenced in Item 9A or 10A, as he	retulore changed, remains unchanged an	nd in	tull force and ef	lect.		
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Maria Diseased The Art Annual Control of the Contro	(15)	-				2	8-Jun-200	0
	(Signature of person authorized to sign) XCEPTION TO SF 30	20.105.0				STANDARD EC	DRM In /D.	cv 10-831

000474

FAR (48 CFR) 53 243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004;

ACRN:

ACCT CLASS: 212040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H ORDER NO.: ER0D730200-13

Funded Amt: \$537,400

Modification P00044

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004.

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full	\$1.45 PCC 476	0	\$14£ 16£ A76	
Funding, Including Fee(s):	\$145.166,476	-0 -	\$145,166,476	
(2) Amount Affolted under the LOF Clause for Payment of Target Costs:				(bY4)
(3) Amount Separately Obligat for Payment of Target Fee:	e			(b)(4)
(4) Total Amount Allotted				
and Obligated: \$48	3,331,222	\$ 53 7 ,400	\$ 48,868,622	
(5) Net Amount Required for Full Funding:	\$ 96,835,254	(\$537.400)	\$ 96.297.854	
	4 , 0, 0 , 2	(400,1100)	• • • • • • • • • • • • • • • • • • • •	
(6) Estimated Period of				
Performance the Allotted Amount will Cover:		30 Oct 00		

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

DELETE

Page 13A, Modification P00044 Page 13A, Modification P00042 Page 14, Modification P00042 Page 14, Modification P00044 Page 21, Modification P00044 Page 21, Modification P00042

MODIFICATION P00044 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00042

\$164,011,800*

000476

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE G-6. 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: 	a.	CLINs	0001	and	0002:
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(5) Net Amount Required for Full Funding:

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

a.	CERTS OUT and OUZ.	
	(1) Amount Required for Full Funding:	\$ <u>437,946</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)
	(3) Total Amount Allotted and Obligated:	\$_440,100
	(4) Net Amount Required for Full Funding:	(\$2,154)
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.	CLINs 0003 and 0004:	
	(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Target Cost	s:
	(3) Amount Separately Obligated for Payment of Target Fee:	(VICI)
	(4) Total Amount Allotted and Obligated:	\$ <u>48,868,622</u>
	(5) Net Amount Required for Full Funding:	\$ 96,297,854
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Oct 00
C.	CLINs 0005 and 0006;	
	SUBCLIN 0005AA	
	(1) Amount Required for Full Funding, Including Fee(s)	\$164.011.800*
	(2) Amount Allotted Under the LOF Clause for Payment of Costs	\$
	(3) Amount Separately Obligated for Payment of Target Fee:	\$
	(4) Total Amount Allotted and Obligated:	\$0-

MODIFICATION P00044 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00042

7,400 (P00030)

ACRN: AC

CUMULATIVE AMOUNT: \$17,832,987

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-02 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-03 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-04 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-05 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-06 FUNDED AMT: \$ 19,764 (P00014) ER8D730500-08 ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) **FUNDED AMT: \$** 525,000 (P00020) ER8D730500-11 9,503 (P00024) ER8D730500-12 **FUNDED AMT: \$** ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025) FUNDED AMT: \$ 1,000,000 (P00026) ER8D730500-15

ACRN: AE

CUMULATIVE AMOUNT: \$7,500,000

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER8D730500-16 FUNDED AMT: \$

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

CUMULATIVE AMOUNT: \$3,300,000

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

CUMULATIVE AMOUNT: \$17,237,400

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021

EROD730200/0HHJLE/H

ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)

ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)
ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)
ER0D730200-05 FUNDED AMT: \$3,000,000 (P00037)
ER0D730200-06 FUNDED AMT: \$1,000,000 (P00039)
ER0D730200-07 FUNDED AMT: \$6,000,000 (P00039)
ER0D730200-09 FUNDED AMT: \$4,000,000 (P00040)
ER0D730200-10 FUNDED AMT: \$1,000,000 (P00040)

ER0D730200-10 FUNDED AMT: \$1,000,000 (P00042) ER0D730200-11 FUNDED AMT: (\$1,000,000)(P00042) ER0D730200-12 FUNDED AMT: \$ 700,000 (P00042)

ER0D730200-13 FUNDED AMT: \$ 537,400 (P00044)

MODIFICATION P00044 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00042

\$440,100

H-8 GOVERNMENT-FURNISHED FUELS PROVI		as identified below will be	(b)(3)(A)
provided through in according to a confidence of the contractor may order with the supplier for partial Officer in maintaining accountability of total orders, the contractor will be financially responsible for ordeledw:	dance with the clerial, or Labor-Holdeliveries of fue contractor shall not below. This is	ause of this contract entitled our Contracts). From time to 1. To assist the Contracting otify the Contracting Officer requested for each fuels type	(i)&Title 10 Sec 13 (a)(b)
NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP	
H-9. DESIGN SENSITIVITY TO COST (COST AS contractor may propose changes to the proposed design of (CAIV). Those changes which do not alter the Aerosta implemented by the contractor 10 working days after notice the government. Changes which alter the APS by reducing without an equitable reduction in the estimated cost and demonstrates 1) a comparable gain in other performance return government, and 3) the change does not alter the overall however, shall the contractor propose to reduce or alter the of the APS.	onforming to cost at Performance S of intent specifying the requirement schedule of the quirements, 2) sull estimated cost of	t as an independent variable Specification (APS) may be not the changes is provided to not may only be undertaken be contract if the contractor ch changes are acceptable to of the program. In no event,	
H-10. INCREMENTAL FUNDING OF THE CONTRAC	<u>T</u> :		
a. It is expected that allotments within each fisca accordance with the LIMITATION OF FUNDS clause.	ıl year will be ma	de on an incremental basis in	
b. Pursuant to the Limitation of Funds clause, CLIN 0001 and available for payment to cover the work to amount of obligated for Potential Fee for a total amount	be performed here		(b)(4)
c. Pursuant to the LIMITATION OF FUNDS claus to CLIN 0003 and available for payment to cover the world the amount of the amount	k to be performed applicable), for a	d hereunder until 30 Oct 00. total amount of	(6)(4)
PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE	
	(In Millions)		

Current Obligations (Jun 99)

CLIN 0001

AMENDMENT OF SOLICIT	A 2 22 2/5/PSLE 3511 TO 11 A	אייי זי פונונעטע מע מעעווו	1	COSTRA	ACT IN CODE	PAGE C	
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VDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	A. REQUISITION/PURCHASE	REQ. N	10.	5 PROJECT N	O.(lf appl	icable)
4.5	25-JUL-2000						
COULD D.	ODE WIRPD	7 ADMINISTERED BY (If of DEFENSE LOGISTICS A		item 6)	CODE	2206A	
ADMY SPACE AND MISSILE DEFENS	E COMMUNU	P.O. BOX 688					Ó.
O BOX 1500							(0)
HUNTSVILLE, AL 35807-3801		TYNGSBORO, MD 0187	8				
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RAYTHEON COMPANY		·	100	DATED	(SEE ITEM (1)		
180 HARTWELL ROAD			"	DAILE	(des ITDM (I)		
BEDFORD MA 01730-0000			x 10	MOD,	OF CONTRACT	T/ORDES	NO.
DDE 04164	FACILITY CODE		1 . 1	Jun-199	d (BRETTEM 1 Va	3)	
		TO AMENDMENTS OF SOLL					
The above quantured solicienters is amended as set forth it				Souled	je not testes	444	
Offers must admired only receipt of this approximent prior			اسا چەرپىسىللا	schools:			
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or (c) By separate letter or talegram which includes a rate RECONVED AT THE PLACE DESIGNATED FOR THE					BE		
REJECTION OF YOUR OPPINE. If by virine of this wo	midmant you docin in change as offer	already submitted, such change may be on	ada by sele	graces or lens	er,		
provided each telegram or letter makes reference to the so		excited prior to the opening hour and dat	o specified			······································	
ACCOUNTING AND APPROPRIATION DA	TA (If required)						
See Schedule	A ABU TER ON V TO MOD	DIFICATIONS OF CONTRACTS	NO PARE				
		BR NO. AS DESCRIBED IN IT					
A.THIS CHANGE ORDER IS ISSUED PURSU				14 ARE	MADE IN THE		
CONTRACT ORDER NO. IN ITEM 10A.					-		
TE ABOVE NUMBERED CONTRACT/OF	RDER IS MODIFIED TO REF	LECT THE ADMINISTRATIVE	CHAN	GES (suc	h en changes in p	ying	
		TO AUTHORITY OF:					
Section H-2 Downward Adjustmest Provision	Reparting Subcontractor Co	ods and Section H-3 Optiona					
Section H-2 Downward Adjustmest Provision	Reparting Subcontractor Co	outs and Section H-3 Optione					
Section H-2 Doserward Adjustment Provision D.OTHER (Specify type of modification and sui	Reparting Subcontractor Co		copies	to the issu) lag office.		
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H - Special Contract Requirements, Paragraph H-2 Downward Adjustment Provision Regarding Subcontractor Costs, the parties agree to delete the provision, and

Whereas, pursuant to Section H - Special Contract Requirements, Paragraph H-3. Options, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$35,000 is provided to exercise

Subclin 0009AB, and

(b)(4)

Now, Therefore, the contract is modified as follows:

- The contract is hereby modified to delete Paragraph H-2 Downward Adjustment Provision Regarding Subcontractor Costs.
- 2. The contract is hereby modified to be a substitute of Subclin 0009AB in the amount of \$35,000. Standard Form 26, Block 15G, is increased by \$35,000 from \$145,854,422 to \$145,889,422.
- 3. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise in the amount of \$35,000 by decreasing Subclin 0009AA amount \$20,513,700 and increasing Subclin 0009AB Exercised with R&D funds to: quantity amount \$285,000.
- 4. Section G, Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

Subclin 0009AB:

ACRN:

ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123 REF: BMDO0101129881

ORDER NO: BMDO0101129881-03

FUNDED AMT: \$35,000

AK

Modification P00045

5. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified to add the following:

~ 11	no	171	000	10	Δ	×	

	000	1100	
(5) Net Amount Required for Full Funding:	-0-	- 0 -	- 0 -
(4) Total Amount Allotted and Obligated:	\$250,000 NTE*	\$35,000 NTE*	\$285,000 NTE*
(3) Amount Separately Obligated for Payment Of Fee:	TBD	TBD	TBD
(2) Amount Allotted under the LOF Clause for Payment of Costs:	TBD	TBD	TBD
(1) Amount Required for Full Funding, Including Fee(s):	\$250,000 NTE*	\$35,000 NTE*	\$285,000 NTE*
Subchi 0009AB:	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT

*NOT TO EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

- 6. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The CPFF unit price per DPPH was used to exercise CLIN 0009 incrementally. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification in accordance with the schedule in Modification P00043.
- 7. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 1, Modification P00043	Page 1, Modification P00045
Page 3B, Modification P00043	Page 3B, Modification P00045
Page 13B, Modification P00043	Page 13B, Modification P00045
Page 14B, Modification P00043	Page 14B, Modification P00045
Page 14C, Modification P00043	Page 14C, Modification P00045
Page 16, Modification P00034	Page 16, Modification P00045
Page 17, Modification P00034	Page 17, Modification P00045

MODIFICATION P00045 PREVIOUS MODIFICATION P00043

AV	AND/CONTRACT		S CONTRACT			ROER	-	DM" AR	 2د.xo	PA	ON OF	*1063
TRACT Pro	t. inc. line.) 10.	3. 8/1	PECTIVE DATI	ī		4. R	EQUIE	TORPURCH	ASE RECL	37/ 10.JE	CT NO.	
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MODIFICATION P00045 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00043

CLIN	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA 0009AB	Available Direct Productive Person Hours (DPPH) Exercised DPPH With R&D Funds		See B-10	\$	(b)(4)

MODIFICATION P00045 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00043

ACRN:

AH

CUMULATIVE AMOUNT:

\$700,000

ACCT CLASS:

9700400,2501 5Q-5Q07 P40770643873,3155 2514 S01021

4N0551034N/04N551/4N

ORDER NO/PRON:

4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

CLIN 0009

(a) Subclin 0009AB

ACRN:

AJ

CUMULATIVE AMOUNT:

\$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON:

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

ACRN:

AK

CUMULATIVE AMOUNT:

\$85,000

ACCT CLASS:

9700400 2520 0603173C 2564 BMDO0101129881 012123

REF: BMDO 0101129881

ORDER NO/PRON:

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

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

SUBCLIN 0007AB

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>10,868,600</u> *
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3)	Amount Separately Obligated for Payment of Target Fee:	\$
(4)	Total Amount Allotted and Obligated:	\$
(5)	Net Amount Required for Full Funding:	\$ <u>10,868,600</u> *
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	
<u>SU</u>	BCLIN 0007AC	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,600</u> *
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3)	Amount Separately Obligated for Payment of Target Fee:	\$
(4)	Total Amount Allotted and Obligated:	\$
(5)	Net Amount Required for Full Funding:	\$ <u>61,868,600</u> *
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	
CLI	Ns 0009 and 0010:	
<u>su</u>	BCLIN 0009AA:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>20,513,700</u> *
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3)	Amount Separately Obligated for Payment of Fee:	\$
(4)	Total Amount Allotted and Obligated:	\$
(5)	Net Amount Required for Full Funding:	\$ <u>20,513,700</u> *

*NOT-TO-EXCEED (NTE)

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000485

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

MODIFICATION P00045 TO CONTRACT DASG60-98-C-0001 PAGE 14C OF 49 PAGES PREVIOUS: MOD P00043

SUBCLIN 0009AB:

(1)	Amount Required for Full Funding, Including Fee(s):	\$ 285,000*
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3)	Amount Separately Obligated for Payment of Fee:	\$ -0-
(4)	Total Amount Allotted and Obligated:	\$ 0-
(5)	Net Amount Required for Full Funding:	\$ 285,000*
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	

*NOT-TO-EXCEED (NTE)

MODIFICATION P00045 TO ONTRACT DASG60-98-C-0001 PAGE 16 OF 49 PAGES PREVIOUS: MOD P00034

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. 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 Project Manager or the Deputy Project Manager:

Name
Office Symbol
Phone Number

Joint Land Attack Cruise Missile
Defense Elevated Netted Sensor
System Project Office (JLENSPO)

Office Symbol
Phone Number

(256)955-2432

- 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 no be increased or deemed to be increased by issuance thereof.

H-2. RESERVED

ADMIAN

DATE

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

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

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

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

exercise a portion of Option CLIN 000	cial Contract Requirements, Paragraph H-3, Options, the government elects to 9, and	0
Whereas, the sortion hereto agree that increase the P00043 and P00045,	an additional formula of Surge Option Subclin 0009AB may be exercised to for the funds in the amount of \$285,000 previously provided in Modification	
NOW, THEREFORE, the contract is n	nodified as follows:	
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2. The following page substitutions ar	e hereby incorporated into the contract:	
DELETE	ADD	
Page 3B, Modification P00045	Page 3B, Modification P00046	

N .FICATION P00046 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00045

CLIN	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>
0009 AA 0009 AB	Available Direct Productive Person Hours (DPPH) Exercised DPPH With R&D Funds			\$20,513,700 (b)(4) \$ 285,000

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW. THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified as follows:

CLINs 0003 and 0004:

ACRN: AG

ACCT CLASS 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H ORDER NO.: ER0D730200-14 Funded Amt. (\$45,000) Modification P00047

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476	•
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:				(b)(4)
(3) Amount Separately Obligated for Payment of Target Fcc:				(2/61/
(4) Total Amount Allotted and Obligated:	\$ 48,868,622	(\$45,000)	\$ 48,823,622	
(5) Net Amount Required for Full Funding:	\$96,297,854	\$4 5,000	\$ 96,342,854	
(6) Estimated Period of Performance the Allotted Amount will cover		30 Oct 00		

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

DELETE ADD

Page 13A, Modification P00044

Page 14, Modification P00044

Page 21, Modification P00044

Page 21, Modification P00047

Page 21, Modification P00047

MODIFICATION P00047 TO CONTRACT DASG60-98-C-0001 PAGE 13A OF 49 PAGES PREVIOUS: MOD P00044

ACRN: AC

CUMULATIVE AMOUNT: \$17,832,987

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021

ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-03 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-04 ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-06 ER8D730500-08 FUNDED AMT: \$ 19.764 (P00014) **FUNDED AMT: (\$** 30,000)(P00015) ER8D730500-10 ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020) ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024) FUNDED AMT: \$ 236,500 (P00025) ER8D730500-14 ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026) ER8D730500-16 **FUNDED AMT: \$** 7.400 (P00030)

ACRN: AE

CUMULATIVE AMOUNT: \$7,500,000

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021

ER9D730100/9HHJLE/H

ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024) ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF

CUMULATIVE AMOUNT: \$3,300,000

ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100

S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG

CUMULATIVE AMOUNT: \$17,192,400

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021

EROD730200/0HHJLE/H

ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)

ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)
ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)
ER0D730200-05 FUNDED AMT: \$3,000,000 (P00037)
ER0D730200-06 FUNDED AMT: \$1,000,000 (P00039)
ER0D730200-08 FUNDED AMT: \$6,000,000 (P00039)
ER0D730200-09 FUNDED AMT: \$4,000,000 (P00040)

ER0D730200-09 FUNDED AMT: \$4,000,000 (P00040) ER0D730200-10 FUNDED AMT: \$1,000,000 (P00042) ER0D730200-11 FUNDED AMT: (\$1,000,000)(P00042) ER0D730200-12 FUNDED AMT: \$ 700,000 (P00042) ER0D730200-13 FUNDED AMT: \$ 537,400 (P00044)

EROD730200-14 FUNDED AMT (\$ 45,000)(P00047)

MODIFICATION P00047 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00044

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

a .		Ns 0001 and 0002; Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		/l= \
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	(b)(4)
	(4)	Net Amount Required for Full Funding:	(\$2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.		Ns 0003 and 0004:		
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	•
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		(6)(4)
	(3)	Amount Separately Obligated for Payment of Target Fee:		
	(4)	Total Amount Allotted and Obligated:	\$ 48,823,622	
	(5)	Net Amount Required for Full Funding:	\$ <u>96,342,854</u>	}
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Oct 00	
c.	CLI	Ns 0005 and 0006:		
	SUE	BCLIN 0005AA		
		Amount Required for Full Funding, Including Fee(s):	\$164.011.800*	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$ <u>-0-</u>	
	(4)	Total Amount Allotted and Obligated:	\$	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

*NOT-TO-EXCEED (NTE)

000495

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

MODIFICATION P00047 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00044

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

NATIONAL STOCK UNIT OF QUANTITY

NOMENCLATURE NO. (NSN) ISSUE AUTHORIZED AS GFP

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of sobligated for Potential Fee for a total amount or for CLIN 0001.	(b)(4)
c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,829,585 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Oct 00. The amount of the sum of \$44,829,585 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Oct 00.	(b)(4)

for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and

It is expected that allotments within each fiscal year will be made on an incremental basis in

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(b)(4)

(In Millions)

CLIN 0001

Potential Fee) as follows:

Current Obligations (Jun 99)

\$440,100

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H - Special Contract Requirements, Paragraph H-3. Options, the government elects to exercise a portion of Option CLIN 0009, and Surge Option Subclin 0009AB, and Whereas, funding in the amount of \$45,000 is provided (b)(4)NOW. THEREFORE, the contract is modified as follows: (b)(4)Subclin 0009 AB in the amount of \$45,000. Standard 1. The contract is hereby modified to Form 26. Block 15G, is increased by \$45,000 from \$145,889,422 to \$145,934,422. 2. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise of 400 hours in the amount of \$45,000 (b)(4)by decreasing Subclin 0009AA - Available amount \$20,468,700 and increasing Subclin 0009AB - Exercised with R&D funds to: o ount \$330,000. 3. Section G, Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following: Subclin 0009AB: ACRN: AL ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021 ER0D731900/0HHJLE/H

(Modification P00049)

4. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified to add the following:

Subclin 0009AB:

ORDER NO.: ER0D731900-01 FUNDED AMT: \$45,000

PRIOR		THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$285,000 NTE*	\$45,000 NTE *	\$330,000 NTE*
(2) Amount Allotted under the LOF Clause for Payment of Costs:	TBD	TBD	TBD
(3) Amount Separately Obligated for Payment Of Fee:	TBD	TBD	TBD
(4) Total Amount Allotted and Obligated:	\$285,000 NTE*	\$45,000 NTE*	TBD
(5) Net Amount Required for Full Funding:	-0-	-0-	-0-

^{*} NOT TO EXCEED SUBJECT TO DOWNWARD NEGOTIATIONS ONLY

- 5. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification in accordance with the schedule in Modification P00043.
- 6. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 1, Modification P00045	Page 1, Modification P00048
Page 3B, Modification P00046	Page 3B, Modification P00048
Page 13B, Modification P00045	Page 13B, Modification P00048
Page 14B, Modification P00045	Page 14B, Modification P00048
Page 14C, Modification P00045	Page 14C, Modification P00048

MODIFICATION PO0048 PREVIOUS MODIFICATION PO0045

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