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**System/Item**

JLENS

**Data Item No.**

A003

**Title of Data Item**

Contract Funds Status Report (CFSR)

**Authority** (Data Acquisition Document No.)

DI-MGMT-81468

**Contract Reference**

SOW Para 2.6.2

**Contractor**

Raytheon

**Remarke**

Submit concurrent with CPR/CSSR. Columns 2-10 of Blocks 12, 13, and 14 will be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the ext 6 months from the reported date. This will be followed by a projection for remaining months by FY. Reporting will be at Level 1.

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

Form Approved
OMB No. 0704-0186

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**SYSTEM/ITEM JLEN**

**DATA ITEM NO.**

**AUTHORITY**

**ITEM NO.**

**TITLE OF DATA ITEM**

**REFERENCE**

**FREQUENCY**

**DATE OF FIRST SUBMISSION**

**DATE OF SUBSEQUENT SUBMISSION**

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**REMARKS**

Tarial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.4). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance. In accordance with reference Paragraph 7.6.1 - To maintain necessary visibility of data reported these programs will be separated on the CPR via the WBS structure. Data both PTR and PTIR will be reported at critical item level.

- Paragraph 7.6.3 - At a minimum, variance analysis should be conducted for the top 5 current and cumulative cost and schedule variances that are +/-10% for both the PTR and PTIR.
- Contractor shall provide variance analysis for WBS elements exceeding a +/-5% variance at completion. Additionally, in accordance with paragraph 10.2.3.2.3, the government may periodically select additional variance analyses after review of the CPR. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. The contractor format is acceptable. Item 12: 20 calendar days after close of first accounting month after contract award. (See attached WBS)

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

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

- The total cost should be in then year (escalated dollars in missions (SM)).
- A 32 Meter COTS system reflecting the negotiated contract with all events, the period of performance, etc.
- A SDD program where 1 PTR system is built FY03-FY07 assuming POM funding.
- The PCE should be phased according to the years the systems are built. The JLENS production program consists of 14 radar systems in the PTR configuration beginning in FY 10 and ending with delivery of the last system in FY 18.
- The WBS should reflect the components that make up the end items.

- 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 O&S costs for 14 systems and the standard time period of 20 years.

Contractor format acceptable.

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

Raytheon

PRICE GROUP

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

SOW Para 2.9

SFAE-AMD-JLN

REMARKS

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

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

contractor format acceptable.

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

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**7. DD 250 REQ**

**8. APP CODE**

**9. DIST STATEMENT REQUIRED**

**10. FREQUENCY**

**11. AS OF DATE**

**12. DATE OF FIRST SUBMISSION**

**13. DATE OF SUBSEQUENT SUBMISSION**

**14. DISTRIBUTION**

**15. ADDRESS**

**16. REMARKS**

Submit Specification Tree 60 days prior to DR(s).

Subsequent submissions as required.

Approval: G30/C30.

Contractor format acceptable.

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

**18. ESTIMATED TOTAL PRICE**

000759
The design notebook shall be based on material provided in the proposal. The notebook shall consist of two volumes. Volume I shall contain the key analyses and tradeoff studies conducted to support requirements allocation, design, and design tradeoffs. Volume II shall contain a description of the system architecture that is being developed and fabricated. The description shall be provided in terms of visual descriptions, performance estimates, and physical properties.

Letter of transmittal must be signed electronically.
**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

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**REMARKS**

Submit performance specifications 60 days prior to DR(s).

Subsequent submissions as required.

Approval: G30/C30.

Contractor format acceptable.

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

**PREPARED BY**

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**Obl. Approved**

OMB No. 0704-0188
Submit the ICD 60 days prior to the DR(s).

Approval: G30/C30.

Contractor format acceptable.

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

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#### A011 Software Development Plan

**AUTHORITY**
Di-IPSC-81427

**APP CODE**
A

**DD 250 REG**
LT

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60 DAC MOD

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As Required

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**NOT RETUR...**

**REQUIREMENTS OFFICE**
SFAE-AMD-JLN

**PROJECT OFFICE**
DJ-IPSC-81427

**SOW Para**
3.5.3

**8. CONTRACT**
DASG60-98-C-0001

**F. CONTRACTOR**
Raytheon

**E. CONTRACT/PR NO.**

**J. DATE**
01 Oct 02

**10. TOTAL**

**16. TOTAL**

**17. PRICE GROUP**

**18. ESTIMATED TOTAL PRICE**

---

Subsequent submissions as required. Contents of software development plan shall be IAW DID.

Approval: G30/C30.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
The Safety Assessment Report shall be provided as follows: 60 days prior to st. G30 Days/C30 Days.

updated 60 days prior to testing a different configuration. G30 days/C30 days.

final submittal at end of contract.

contract format acceptable.

otify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
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A013  
JLENS  
Scientific and Technical Summaries  
JLENS System Model

**AUTHORITY (Data Acquisition Document No.):**  
DI-MISC-80048

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Ingr M&S results shall be provided for review at DR(s).

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
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Submit agenda 10 working days prior to meetings. Government approval within 5 working days from receipt of agenda.

Submit presented material within 3 working days after meeting.

Submit minutes of meetings, attendees, and action items within 5 working days after meeting.

Submit completed action item report within 10 days after completion of all action items.

Letter format acceptable.

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

PREPARED BY: [Signature]

H. DATE: 01 Oct 02

I. APPROVED BY: [Signature]

J. DATE: 01 Oct 02
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**NOT APPLICABLE FOR SPIRAL 1.**

**SUBSYSTEM/PRIME ITEM LEVEL**

**CRITICAL ITEMS/COMPONENTS**

**NOT APPLICABLE FOR SPIRAL 1.**

APPROVAL: G15/C10.

* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.
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<td>Quick Look Reports due 48 hours after each test.</td>
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<td>Quick Look Reports not to exceed 3 pages.</td>
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<tr>
<td>Interim Test Reports due 30 days after system level test.</td>
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<td>Final Report due 60 days after completion of test.</td>
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<th>S. TOTAL</th>
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<tr>
<td>CONTRACT LINE ITEM NO.</td>
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<tr>
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<td>4, 6, 8, 10, 14</td>
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<thead>
<tr>
<th>SYSTEM/ITEM</th>
<th>D. EXHIBIT</th>
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<tbody>
<tr>
<td>JLENS</td>
<td>A017</td>
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<thead>
<tr>
<th>DATA ITEM NO.</th>
<th>2. TITLE OF DATA ITEM</th>
<th>F. CONTRACTOR</th>
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</thead>
<tbody>
<tr>
<td>A017</td>
<td>Scientific and Technical Reports Summaries</td>
<td>Raytheon</td>
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<tr>
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<tbody>
<tr>
<td>DI-MISC-80048</td>
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<tr>
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<th>13. DATE OF SUBSEQUENT SUBMISSION</th>
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<tbody>
<tr>
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</table>

**REMARKS**

Test Readiness Reviews (TRR)

**Agenda:** Submit 25 Days prior to scheduled review.

**Approval:** NLT 10 days following receipt of agenda.

**Minutes:** Submit one copy of minutes (including approval sheet) NLT 10 days after review. Approval: G15/C10.

**Readiness Reporting:** A written report shall be submitted within five (5) working days of a major downing event. The report shall define the problem, when, where, and how it occurred, actions that were taken immediately, who was notified, the actions that were taken to correct the problem, and to prevent occurrences.

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

**Prepared by:**

<table>
<thead>
<tr>
<th>H. DATE</th>
<th>I. APPROVED BY</th>
<th>J. DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 Oct 02</td>
<td></td>
<td>01 Oct 02</td>
</tr>
</tbody>
</table>

**PREPARED BY**

000769
he contractor shall submit initial plan by 18 Jun 04. Subsequent submissions are required annually or 60 days prior to a major program event. Scope of deliverable will expand as data becomes available.

The integrated support plan (ISP) shall include:

1. Maintenance plan for the JLENS system.

2. Supply support plan for the JLENS system.

3. MANPRINT management plan for the JLENS system. Include specific information concerning the analysis and handling of MANPRINT issues.

4. Training plan for the JLENS system.

5. Deployment plan for the JLENS system. Include specific information concerning resources required to deploy systems to include load plan.

approval: G30/C30.

contractor format acceptable.

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

PREPARED BY  H. DATE  I. APPROVED BY  J. DATE
01 Oct 02  01 Oct 02
The contractor shall immediately notify by telephone the contracting officer of any failures or projected failures of compliance with environmental requirements.

A written report shall be submitted within five (5) working days. The report shall define the problems, when, where, and how it occurred, actions that were taken immediately, who was notified, the actions that were taken to correct the problem, and to prevent future occurrences.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
The previously approved OPSEC Plan submitted under the concept definition contract shall be revised to reflect the present program.

Maintain current to reflect major program changes.

Approval: C30/C30.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
<table>
<thead>
<tr>
<th>CONTRACT LINE ITEM NO.</th>
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<tr>
<td>JLENS</td>
<td>Funds and Manhour Expenditure Report</td>
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<th>8. CONTRACT PR NO.</th>
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<th>12. DATE OF FIRST SUBMISSION</th>
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**REMINDERS**

- Item 12: 20 Calendar days after close of accounting month after contract award.
- Item 13: 20 days after close of accounting month.
- Item 15: 20 days after close of accounting month.

**NOTES**

- Tailor DID: Block 10, Preparation instruction, 10.3.2, Funds Expenditure graph is not required.
- Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
### CONTRACT DATA REQUIREMENTS LIST

- **System/Item**: JLENS
- **Data Item No.**: A022
- **Title of Data Item**: Cost/Schedule Status Reports
- **Authority (Data Acquisition Document No.)**: DI-MGMT-81467
- **Contract Reference**: SOW Para 2.6.2
- **Contractor**: Raytheon
- **Schedule Status Reports**

#### REMARKS

1. Initial submission shall be 20 calendar days after the close of the first full counting month after contract modification (reference paragraph 7.6).
2. Subsequent submissions shall be 15 calendar days after the close of each counting month throughout the period of performance.
3. Reference paragraph 10.4.1 - To maintain necessary visibility data reported will be separated on the CSSR via the WBS structure. Data will be reported at the critical item level. Lower level reporting may be required based upon risk and will be determined at the IBR.
4. Reference paragraph 7.7.1 - At a minimum, variance analysis should be conducted for the top 10 current and cumulative cost and schedule variances that exceed 5%. The contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact.

The contractor format is acceptable.

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

---

**Prepared By**

- **H. Date**: 01 Oct 02

**Approved By**

- **J. Date**: 01 Oct 02

---

**TOTAL**

- **600774**
AMENDMENT OF SOLICITATION/Modification of Contract

AMENDMENT/Modification No. 20074

1. EFFECTIVE DATE 17-Dec-2002

2. CODE W31RPD

3. FACILITY CODE

NAME AND ADDRESS OF CONTRACTOR

Raytheon Company

160 Hartwell Road

Bedford MA 01730-0000

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

9A. AMENDMENT OF SOLICITATION NO.

RAYTHEON COMPANY

9B. DATED (SEE ITEM 11)

8ERf0RD IIA 01730-0000

X

IO~

MOD. OF CONTRACT/ORDER NO.

SG60-98-C-0001

10B. DATED (SEE ITEM 13)

JOE 04164 IFACIJSU'Ji' CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

12. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

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

D. OTHER (Specify type of modification and authority)

13. OTHER (Specify type of modification and authority)

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

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

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

15. NAME AND TITLE OF SIGNER (Type or print)

16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

5B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

The United States of America

Signature of Contracting Officer

EXCEPTION TO SF 30

VWURED BY ORNM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)

Prepared by GSA

FAR (48 CFR) 52.232-22, Limitation of Funds

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

Failure to do so will not result in the modification being invalid.

000175
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

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

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

      ACRN: 
      CUMULATIVE AMOUNT: AT $4,500,000
      ACCT CLASS: 213 2040 SQ SQ17 P172419E55 255Y ER3D730200 S01021
      ORDER NO: ER3D730200-03 FUNDED AMT: $1,500,000 (P00074)

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

      CLINs 0003 and 0004:

      | (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: | $89,653,422 | $1,500,000 | $91,153,422 |
      | (3) Amount Separately Obligated for Payment for Target Fee: | $55,513,054 | ($1,500,000) | $54,013,054 |
      | (4) Total Amount Allotted and Obligated: | $24 Dec 02 | $24 Jan 03 |

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

DELETE

Page 13B1, Modification P00071
Page 14, Modification P00072
Page 21, Modification P00072

ADD

Page 13B1, Modification P00074
Page 14, Modification P00074
Page 21, Modification P00074

00776
<table>
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<tr>
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<td>CUMULATIVE AMOUNT:</td>
<td>$4,500,000</td>
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<tr>
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<td>213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000</td>
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<td>ORDER NO:</td>
<td>ER3D730200-01 FUNDED AMT: $1,500,000 (P00070)</td>
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<td></td>
<td>ER3D730200-02 FUNDED AMT: $1,500,000 (P00071)</td>
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<tr>
<td></td>
<td>ER3D730200-03 FUNDED AMT: $1,500,000 (P00074)</td>
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</table>

**CLIN 0009**

(a) SUBCLIN 0009AA

<table>
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<tr>
<td>CUMULATIVE AMOUNT:</td>
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<tr>
<td>ACCT CLASS:</td>
<td>5703600 290 4750 674478 28060F 503000 F78100</td>
</tr>
<tr>
<td>ORDER NO/PRON:</td>
<td>NACXXX00680104-01 FUNDED AMT: $200,000 (P00043)</td>
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</table>
G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:
   (1) Amount Required for Full Funding: $437,946
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
   (3) Total Amount Allotted and Obligated: $440,100
   (4) Net Amount Required for Full Funding: ($2,154)
   (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:
   (1) Amount Required for Full Funding, Including Fee(s): $145,166,476
   (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: 
   (3) Amount Separately Obligated for Payment of Target Fee: 
   (4) Total Amount Allotted and Obligated: $91,153,422*
   (5) Net Amount Required for Full Funding: $54,013,054*
   (6) Estimated Period of Performance the Allotted Amount Will Cover: 24 Jan 03

c. CLINs 0005 and 0006:
   SUBCLIN 0005AA
   (1) Amount Required for Full Funding, Including Fee(s): $164,011,800*
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: $-0-
   (3) Amount Separately Obligated for Payment of Target Fee: $-0-
   (4) Total Amount Allotted and Obligated: $-0-
   (5) Net Amount Required for Full Funding: $164,011,800*
   (6) Estimated Period of Performance the Allotted Amount Will Cover: 

*NOT-TO-EXCEED (NTE)
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 amounts 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 NO. (NSN) ISSUE | QUANTITY AUTHORIZED AS GFP |

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of $ 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 $ is obligated for Potential Fee for a total amount of $ for CLIN 0001.

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of $ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Jan 03. The amount of $ 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:

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<tr>
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<tr>
<td>CLIN 0001 Current Obligations (Jun 99)</td>
<td>$440,100</td>
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

5. PROJECT NO: [WHITFIELD COMPANY]
9A. AMENDMENT OF SOLICITATION NO.

6. CODE: [WHITFIELD COMPANY]
9B. DATED (SEE ITEM 11)

7. AMENDED BY: (fill in other than 5)

8. MODIFIED NO. (GAS#-60-95-C-0001)
10A. MOD. OF CONTRACT/ORDER NO.

9. EFFECTIVE DATE: 23-Dec-2002
10B. DATED (SEE ITEM 13)

9C. DATE SIGNED: 23-Dec-2002

11. FACILITY CODE: 04184

12. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

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

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

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 43.126B.

X. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return copies to OPTIONS.

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

Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 JAN 1998.

A portion of Option CLIN 0009 is hereby exercised and funded as set forth below:

CLIN 0009AA 1,773 hours $250,000

The contract is modified as described herein.

Special Contract Requirements Paragraph 13-10c, OPTIONS

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFICER

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. DATE SIGNED

EXCEPTION TO SF 30

APPROVED BY CHRM 11-84

000780
1. As a result of the option exercise, the contract amount is increased by $250,000. Standard Form 26, Block 15G, is increased accordingly, from $146,074,422 to $146,324,422.

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

   CLIN 0009AA Available Direct Productive person Hours (DPPH) is reduced by 95,827. Amount is decreased by $250,000, from $13,720,774 to $13,470,774. Exercised DPPH is increased by amount is increased by $250,000, from $375,106 to $625,106.

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

   SubCLIN 0009AA:
   
   ACRN: AV
   ACCT CLASS: 21320405Q 5117 PI72419ESS 255Y ER3D731000 SD1021 ER3D73100034KJLE4K0000
   ORDER NO: ER3D731000-01  FUNDED AMOUNT: $250,000 (P00075)

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

   PRIOR | THIS MODIFICATION | CUMULATIVE TOTAL
   -|--|-
   $14,095,880 | -0- | $14,095,880
   $375,106 | $250,000 | $625,106
   $13,720,774 | $(250,000) | $13,470,774

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

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

   ADD
   Page 1, Modification P00075
   Page 3B, Modification P00075
   Page 13C, Modification P00075
   Page 14B, Modification P00075
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<th>QUANTITY</th>
<th>UNIT</th>
<th>AMOUNT</th>
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<tr>
<td>0009AB</td>
<td>Available Material Dollars</td>
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<td></td>
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<td>$85,000</td>
<td>9700400 2520 0603173C 2564 BMDO0101129881 012123 REF: BMDO 0101129881</td>
<td>BMDO0101129881-2 FUNDED AMT: $50,000 (P00043) BMDO0101129881-03 FUNDED AMT: $35,000 (P00045)</td>
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<tr>
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(h) SUBCLIN 0009AB:

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<td>$59,894</td>
<td>2112040 36 9618 P172419E55 255Y ER1D732000 5001021</td>
<td>ER1D732000-01 FUNDED AMT: $24,894 (P00057) ER1D732000-02 FUNDED AMT: $35,000 (P00069)</td>
</tr>
<tr>
<td>AR</td>
<td>$35,000</td>
<td>212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 5001021</td>
<td>ER2D731400-01 FUNDED AMT: $35,000 (P00057)</td>
</tr>
</tbody>
</table>
### RAYTHEON COMPANY

MODIFICATION P00075 TO

CONTRACT DASG60-98-C-0001

PAGE 14B OF 49 PAGES

PREVIOUS: MOD P00057

**SUBCLIN 0007AB**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>(1) Amount Required for Full Funding, Including Fee(s):</td>
<td>$10,868,600*</td>
</tr>
<tr>
<td>(2) Amount Allotted Under the LOF Clause for Payment of Costs:</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>(3) Amount Separately Obligated for Payment of Target Fee:</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>(4) Total Amount Allotted and Obligated:</td>
<td>$10,868,600*</td>
</tr>
<tr>
<td>(5) Net Amount Required for Full Funding:</td>
<td>$10,868,600*</td>
</tr>
<tr>
<td>(6) Estimated Period of Performance the Allotted Amount Will Cover:</td>
<td></td>
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**SUBCLIN 0007AC**

<table>
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<tr>
<td>(1) Amount Required for Full Funding, Including Fee(s):</td>
<td>$61,868,600*</td>
</tr>
<tr>
<td>(2) Amount Allotted Under the LOF Clause for Payment of Costs:</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>(3) Amount Separately Obligated for Payment of Target Fee:</td>
<td>$10,000.00</td>
</tr>
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<td>(4) Total Amount Allotted and Obligated:</td>
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<td>(5) Net Amount Required for Full Funding:</td>
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<tr>
<td>(6) Estimated Period of Performance the Allotted Amount Will Cover:</td>
<td></td>
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</table>

c. CLINs 0009 and 0010:

**SUBCLIN 0009AA**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Amount Required for Full Funding, Including Fee(s):</td>
<td>$14,095,880</td>
</tr>
<tr>
<td>(2) Amount Allotted Under the LOF Clause for Payment of Costs:</td>
<td>$625,106</td>
</tr>
<tr>
<td>(3) Amount Separately Obligated for Payment of Fee:</td>
<td></td>
</tr>
<tr>
<td>(4) Total Amount Allotted and Obligated:</td>
<td>$14,720,986</td>
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<tr>
<td>(5) Net Amount Required for Full Funding:</td>
<td>$14,720,986</td>
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<tr>
<td>(6) Estimated Period of Performance the Allotted Amount Will Cover:</td>
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*NOT-TO-EXCEED (NTE)*

000785
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
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<tr>
<th>1</th>
<th>CONTRACT ID CODE</th>
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<th>PAGE OF PAGES</th>
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<tr>
<td>2</td>
<td>AMENDMENT/MODIFICATION NO.</td>
<td>W00076</td>
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<td>3</td>
<td>EFFECTIVE DATE</td>
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<td></td>
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<tr>
<td>4</td>
<td>REQUISITION/PURCHASES REQ. NO.</td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>PROJECT NO. (if applicable)</td>
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<td></td>
</tr>
<tr>
<td>6</td>
<td>AMENDED BY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>ADMINISTERED BY</td>
<td>DEFENSE COMMAND</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>CAGE</td>
<td>W311PD</td>
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<tr>
<td>9</td>
<td>FACILITY CODE</td>
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**NAME AND ADDRESS OF CONTRACTOR**

RAYTHEON COMPANY
MISSISSIPPI WALL ROAD
BEDFORD MA 01730-0000

**ODF**

02464

**FACILITY CODE**

<table>
<thead>
<tr>
<th>11</th>
<th>THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
</table>

The above amended solicitation is amended as set forth in item 11. The bidder must submit a copy of this item with the offer. Failure to submit may result in rejection of the offer. The bidder must submit a copy of the amendment with the offer submitted.

**ACCOUNTING AND APPROPRIATION DATA**

See Schedule

**13**. THIS Item applies only to modifications of contracts/orders, if modifies the contract order no. as described in item 14.

**A**. THIS CHANGE ORDER IS ISSUED PURSUANT TO: [Specify authority] The changes set forth in item 14 are made in the contract order no. in item 13.

**B**. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payment, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.105(B).

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

FAR 52.222-22, "Limitation of Funds"

**D**. OTHER (Specify type of modification and authority)

**_IMPORTANT**: Contractor must sign this document and return copies to the issuing office.

**DESCRIPTION OF AMENDMENT/MODIFICATION**

[Organized by OUC sections headings, including solicitation/contract subject matter]

**(a)** S pecial Procurement System defect, the statement in Block 10(b) of the SF30 may be inaccurate. That date should be 30 JAN 1998.

**(b)** We, on this modification, to decrease incremental funding in the amount of $250,000 for performance of CLIN 0009AA.

---

[Redacted portion of the document is indicated in black and red]

---

**FOH TO SF 39**

[Redacted portion of the document is indicated in black and red]

---

**000786**
The following items are applicable to this modification:

**NARRATIVE**

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

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

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

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

   SubCLIN 0009AA:

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

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

   **SUBCLIN 0009AA**

<table>
<thead>
<tr>
<th>PRIOR</th>
<th>THIS MODIFICATION</th>
<th>CUMULATIVE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Amount Required</td>
<td>$14,095,880</td>
</tr>
</tbody>
</table>
<pre><code>   | for Full Funding, |                  |                  |
   | Including Fee(s):|                  |                  |
</code></pre>
<p>| (2)   | Amount Allotted   | ($250,000)       | $375,106         |
| under the LOF    |                  |                  |
| Clause for       |                  |                  |
| Payment of Costs:|                  |                  |
| (3)   | Amount Separately |                  |                  |
| Obligated for     |                  |                  |
| Payment of Fee:   |                  |                  |
| (4)   | Total Amount      | $13,470,774      | $13,720,774      |
| Allotted and     |                  |                  |
| Obligated:        |                  |                  |
| (5)   | Net Amount        | $250,000         | $250,000         |
| Required for      |                  |                  |
| Full Funding:     |                  |                  |</p>

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

**DELETE**

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

**ADD**

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

000787
<table>
<thead>
<tr>
<th>CLIN</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>0009AA</td>
<td>Available Direct Productive Person Hours (DPPH)</td>
<td>See B-10</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Exercised DPPH</td>
<td>See B-10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0009AB</td>
<td>Available Material Dollars</td>
<td>See B-10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exercised Material Dollars</td>
<td>See B-10</td>
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<td></td>
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(b) (4)
<table>
<thead>
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<th>ACCT CLASS:</th>
<th>ORDER NO/PRON:</th>
<th>FUNDED AMT:</th>
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<tbody>
<tr>
<td>ACRN:</td>
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<tr>
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<td>2112040 36 9618 P172419E55 255Y ER1D732000 S01021</td>
<td>ER1D732000-01</td>
<td>$45,106 (P00057)</td>
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<tr>
<td>AV</td>
<td>$0</td>
<td>213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021</td>
<td>ER3D731000-01</td>
<td>$250,000 (P00075)</td>
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<tr>
<td>AQ</td>
<td>$59,894</td>
<td>2112040 36 9618 P172419E55 255Y ER1D732000 S01021</td>
<td>ER1D732000-01</td>
<td>$24,894 (P00057)</td>
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<tr>
<td>AR</td>
<td>$35,000</td>
<td>212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021</td>
<td>ER2D731400-01</td>
<td>$35,000 (P00057)</td>
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(b) SUBCLIN 0009AB:

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<th>ACCT CLASS:</th>
<th>ORDER NO/PRON:</th>
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<tbody>
<tr>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>AR</td>
<td>$35,000</td>
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</table>

000790
SUBCLIN 0007AB

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

SUBCLIN 0007AC

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

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

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

*NOT-TO-EXCEED (NTE)
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

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<th>4. EFFECTIVE DATE</th>
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<tr>
<td>7. ADMINISTERED BY</td>
<td>DCM TYNGSBORO</td>
</tr>
<tr>
<td></td>
<td>PO BOX 985</td>
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<tr>
<td></td>
<td>TYNGSBORO MA 01879</td>
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<table>
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<th>9A. AMENDMENT OF SOLICITATION NO.</th>
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<tbody>
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<td>10A. MOD. OF CONTRACT/ORDER NO.</td>
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<tr>
<td>10B. DATED (SEE ITEM 11)</td>
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<tr>
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</tr>
</tbody>
</table>

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

**See Schedule**

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

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

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

4. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

5. OTHER (Specify type of modification and authority)

**FACILITY CODE**

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<tr>
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</table>

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

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

Provide incremental funding in the amount of $1,500,000 for performance of CLIN 0003.

Provide additional funding in the amount of $1,000,000 for performance of CLIN 0013.

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

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

**AUTHORITY**

**NAME AND TITLE OF SIGNER (Type or print)**

**NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

**DATE SIGNED**

**SIGNATURE OF CONTRACTING OFFICER**

**DATE SIGNED**

**SIGNATURE OF SIGNER**

**STANDARD FORM 30 (Rev. 10-84)**

Prescribed by GSA

FAR (48 CFR) 53.243
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

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

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

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

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

      ACRN:     AT $6,000,000
      CUMULATIVE AMOUNT: 213 2040 SQ 5Q17 P172419E55 255 Y ER3D730200 S01021
      ACCT CLASS: ER3D730200/34KJLE/4K000
      ORDER NO: ER3D730200-04 FUNDED AMT: $1,500,000 (P00077)

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

      ACRN:     AU $5,775,000
      CUMULATIVE AMOUNT: 213 2040 SQ 5Q17 P172419E55 255 Y ER3D730000 S01021
      ACCT CLASS: ER3D730000/34KJLE/4K000
      ORDER NO: ER3D730000-03 FUNDED AMT: $1,000,000 (P00077)

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

      **CLINs 0003 and 0004:**

      | PRIOR | THIS MODIFICATION | CUMULATIVE TOTAL |
      |-------|-------------------|------------------|
      | $145,166,476 | -0- | $145,166,476 |

      (1) Amount Required for Full Funding, Including Fee(s): $91,153,422
      (2) Amount Allotted under the LOF Clause for Payment of Target Costs: $54,013,054
      (3) Amount Separately Obligated for Payment for Target Fee: $1,500,000
      (4) Total Amount Allotted and Obligated: $92,653,422
      (5) Net Amount Required for Full Funding: $52,513,054
      (6) Estimated Period of Performance the Allotted Amount will cover: 24 Jan 03 24 Feb 03

000793
2. SECTION I - CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:

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

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

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

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

   **ADD**
   Page 13Bi, Modification P00077
   Page 13D, Modification P00077
   Page 14, Modification P00077
   Page 21, Modification P00077
   Page 31A, Modification P00077
<table>
<thead>
<tr>
<th>ACRN:</th>
<th>CUMULATIVE AMOUNT:</th>
<th>ACCT CLASS:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>AT</td>
<td>$6,000,000</td>
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<td>213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 $01021</td>
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<td>ER3D730200/34KJLE/4K000</td>
</tr>
<tr>
<td>ORDER NO:</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>ER3D730200-01</td>
<td>FUNDED AMT: $1,500,000 (P00070)</td>
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</tr>
<tr>
<td>ER3D730200-02</td>
<td>FUNDED AMT: $1,500,000 (P00071)</td>
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<td>ER3D730200-03</td>
<td>FUNDED AMT: $1,500,000 (P00074)</td>
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<tr>
<td>ER3D730200-04</td>
<td>FUNDED AMT: $1,500,000 (P00077)</td>
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**CLIN 0009**

(a) **SUBCLIN 0009AA**

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<td>NACXXX00680104-01</td>
<td>FUNDED AMT: $200,000 (P00043)</td>
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CLIN 0013

ACRN: AU
CUMULATIVE AMOUNT: $5,775,000
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021
ORDER NO:
- ER3D730000-01 FUNDED AMT: $ 775,000 (P00073)
- ER3D730000-02 FUNDED AMT: $4,000,000 (P00073)
- ER3D730000-03 FUNDED AMT: $1,000,000 (P00077)
G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s), the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:
   (1) Amount Required for Full Funding: $437,946
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b)(4)
   (3) Total Amount Allotted and Obligated: $440,100
   (4) Net Amount Required for Full Funding: ($2,154)
   (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:
   (1) Amount Required for Full Funding, Including Fee(s): $145,166,476
   (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b)(4)
   (3) Amount Separately Obligated for Payment of Target Fee: (b)(4)
   (4) Total Amount Allotted and Obligated: $92,653,422*
   (5) Net Amount Required for Full Funding: $52,513,054*
   (6) Estimated Period of Performance the Allotted Amount Will Cover: 24 Feb 03

c. CLINs 0005 and 0006:
   SUBCLIN 0005AA
   (1) Amount Required for Full Funding, Including Fee(s): $164,011,800*
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: $0
   (3) Amount Separately Obligated for Payment of Target Fee: $0
   (4) Total Amount Allotted and Obligated: $0
   (5) Net Amount Required for Full Funding: $164,011,800*
   (6) Estimated Period of Performance the Allotted Amount Will Cover: (a)

*NOT-TO-EXCEED (NTE)
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:

<table>
<thead>
<tr>
<th>NATIONAL STOCK</th>
<th>UNIT OF ISSUE</th>
<th>QUANTITY AUTHORIZED AS GFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOMENCLATURE NO. (NSN)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 \( b \)(4) 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 \( b \)(4) is 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 \( b \)(4) is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Feb 03. The amount of \( b \)(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:

<table>
<thead>
<tr>
<th>PLANNED DATE OF FUNDING</th>
<th>AMOUNT (In Millions)</th>
<th>CUMULATIVE</th>
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</thead>
<tbody>
<tr>
<td>CLIN 0001</td>
<td>Current Obligations (Jun 99)</td>
<td>$440,100</td>
</tr>
</tbody>
</table>
102. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
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<td>3. EFFECTIVE DATE</td>
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<td>4. REQUISITION/PURCHASE REQ. NO.</td>
<td>W31RPD</td>
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<tr>
<td>5. PROJECT NO.(if applicable)</td>
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NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY
160 HARPWELL ROAD
BEDFORD MA 01730-0000

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY
160 HARPWELL ROAD
BEDFORD MA 01730-0000

2. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

18FAR 52.232-22, Limitation of Funds

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

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

The purpose of this modification is to provide additional funding in the amount of $2,195,000 for performance of CLIN 0013.

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

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

5A. NAME AND TITLE OF SIGNER (Type or print)

5B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

(Signature of person authorized to sign)

XCEPTION TO SF 30

APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 52.243
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

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

   Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:
   
   ACRN: AU
   CUMULATIVE AMOUNT: $7,970,000
   ACCT CLASS: 213 2040 SQ 5Q17 P172419E55 255Y ER3D730000 S01021
   ORDER NO: ER3D730000/34KJLE/4K0000
   FUNDED AMT: $2,195,000 (P00078)

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

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

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

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

   DELETE
   ADD

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

000801
**RAYTHEON COMPANY**

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

<table>
<thead>
<tr>
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<td>ACRN:</td>
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<td>CUMULATIVE AMOUNT:</td>
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<td>ORDER NO.</td>
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<tr>
<td>ER3D730000-01</td>
<td>FUNDED AMT: $775,000 (P00073)</td>
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<tr>
<td>ER3D730000-02</td>
<td>FUNDED AMT: $4,000,000 (P00073)</td>
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<tr>
<td>ER3D730000-03</td>
<td>FUNDED AMT: $1,000,000 (P00077)</td>
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<tr>
<td>ER3D730000-04</td>
<td>FUNDED AMT: $2,195,000 (P00078)</td>
</tr>
</tbody>
</table>

000802
THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

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

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

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

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

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

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

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

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

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

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

<table>
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<tr>
<th>AMENDMENT/MODIFICATION NO.</th>
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<th>PROJECT NO. (If applicable)</th>
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<tbody>
<tr>
<td>469</td>
<td>OCM NEW BORO</td>
<td>RBQU1SITIONIPURCHASl RlQ. NO.</td>
<td>RAYTHEON COMPANY 100 HARTWELL ROAD BEDFORD MA 01730-2000</td>
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<table>
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<tr>
<th>FACILITY CODE</th>
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<th>NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)</th>
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<tr>
<td>04164</td>
<td></td>
<td>RAYTHEON COMPANY 100 HARTWELL ROAD BEDFORD MA 01730-2000</td>
</tr>
</tbody>
</table>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 9 and 15, and returning copies of the amendment;
(b) By acknowledging receipt of this amendment on each copy of the offer submitted;
(c) By separate letter or telegram which includes a reference to the solicitation and amendment number.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

D. OTHER (Specify type of modification and authority)

LAW FAR 52.232-22, Limitation of Funds

IMPORTANT: Contractor ☐ is not, ☑ is required to sign this document and return ______ copies to the issuing office.

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

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

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

Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 96.

<table>
<thead>
<tr>
<th>EXCEPT TO SF 30</th>
<th>PROOVED BY OIRM 11-84</th>
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<tr>
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<td>30-195-04</td>
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STANDARD FORM 30 (Rev. 10-83)

Proscribed by GSA

FAR (48 CFR) 53.243

0000804
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

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

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

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

      ACRN:         AW
      CUMULATIVE AMOUNT: $100,000
      ACCT CLASS:     973 0400 1202 183 JT01 606051 651261 592415 525700
      ORDER NO:      NMIPR039207 FUNDED AMT: $100,000 (P00079)

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

      CLINs 0003 and 0004:

      | Приор | 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: | BLANK | BLANK | BLANK |
      | (3)   | Amount Separately Obligated for Payment for Target Fee: | $ 92,653,422 | $ 3,060,000 | $ 95,713,422 |
      | (4)   | Total Amount Allotted and Obligated: | $ 52,513,054 | ($3,060,000) | $ 49,453,054 |
      | (5)   | Net Amount Required for Full Funding: | 24 Feb 03 | 23 May 03 |
      | (6)   | Estimated Period of Performance the Allotted Amount will cover: | 00805 |
DELETE

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

ADD

Page 13Bi, Modification P00078
Page 14, Modification P00078
Page 21, Modification P00078
ACRN: AT
CUMULATIVE AMOUNT: $8,960,000
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021
ORDER NO:
- ER3D730200-01 FUNDED AMT: $1,500,000 (P00070)
- ER3D730200-02 FUNDED AMT: $1,500,000 (P00071)
- ER3D730200-03 FUNDED AMT: $1,500,000 (P00074)
- ER3D730200-04 FUNDED AMT: $1,500,000 (P00077)
- ER3D730200-05 FUNDED AMT: $2,960,000 (P00079)

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

CLIN 0009
(a) SUBCLIN 0009AA

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

000807
G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS. The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:
   (1) Amount Required for Full Funding: $437,946
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: $440,100
   (3) Total Amount Allotted and Obligated: $440,100
   (4) Net Amount Required for Full Funding: ($2,154)
   (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:
   (1) Amount Required for Full Funding, Including Fee(s): $145,166,476
   (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: $95,713,422
   (3) Amount Separately Obligated for Payment of Target Fee:
   (4) Total Amount Allotted and Obligated: $95,713,422
   (5) Net Amount Required for Full Funding: $49,453,054
   (6) Estimated Period of Performance the Allotted Amount Will Cover: 23 May 03

c. CLINs 0005 and 0006:
   SUBCLIN 0005AA
   (1) Amount Required for Full Funding, Including Fee(s): $164,011,800
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: $0
   (3) Amount Separately Obligated for Payment of Target Fee: $0
   (4) Total Amount Allotted and Obligated: $0
   (5) Net Amount Required for Full Funding: $164,011,800
   (6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)
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:

<table>
<thead>
<tr>
<th>NATIONAL STOCK NOMENCLATURE</th>
<th>UNIT OF ISSUE</th>
<th>QUANTITY AUTHORIZED AS GFP</th>
</tr>
</thead>
</table>

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 $0 is obligated for Potential Fee for a total amount of $0 for CLIN 0001.

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of $0 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 23 May 93. The amount of $0 is obligated for Potential Fee (if applicable), for a total amount of $0 for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

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<th>PLANNED DATE OF FUNDING</th>
<th>AMOUNT</th>
<th>CUMULATIVE</th>
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<tr>
<td>CLIN 0001</td>
<td>Current Obligations (Jun 99)</td>
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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

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**SPACE & Missile Defense Command**

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</table>

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CONTRACTOR</th>
<th>DESCRIPTION OF AMENDMENT/MODIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAYTHEON COMPANY, 180 HARTWELL ROAD BFDENF MA 01730-0000</td>
<td>The purpose of this modification is to provide incremental funding in the amount of $3,396,000 for performance of CLN 0013. All other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.</td>
</tr>
</tbody>
</table>

**ACCOUNTING AND APPROPRIATION DATA**

See Schedule 13: This item applies only to modifications of contracts/orders. It modifies the contract/order no. as described in item 14.

A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying, appropriation data, etc.) set forth in Item 14, Pursuant to the authority of FAR 43.103(b).

**OTHER**

<table>
<thead>
<tr>
<th>IMPORTANT</th>
<th>NAME AND TITLE OF SIGNER (Type or print)</th>
<th>NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X is not</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXCEPTION TO SF 30**

Approved by ORM 11-84

Standard Form 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

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

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

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

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

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

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

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

   DELETE
   ADD

   Page 13D, Modification P00078
   Page 31A, Modification P00078

   Page 13D, Modification P00080
   Page 31A, Modification P00080
<table>
<thead>
<tr>
<th>CLIN 0013</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRN:</td>
<td>AU</td>
</tr>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$7,970,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000</td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>2132040 5Q 5Q17 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000</td>
</tr>
<tr>
<td>FUNDED AMT:</td>
<td>$775,000 (P00073)</td>
</tr>
<tr>
<td>FUNDED AMT:</td>
<td>$4,000,000 (P00073)</td>
</tr>
<tr>
<td>FUNDED AMT:</td>
<td>$1,000,000 (P00077)</td>
</tr>
<tr>
<td>FUNDED AMT:</td>
<td>$2,195,000 (P00078)</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT/MODIFICATION NO. 100081

1. CONTRACT ID CODE

2. EFFECTIVE DATE 15-Jul-2003

3. REQUATION/PURCHASE REQ. NO.

4. ADMINISTERED BY

5. PROJECT NO. (If applicable)

6. AMENDED BY (If other than item 6)

7. CODE W31RPD

ADMINISTERED BY

SPACE AND MISSILE DEFENSE COMMAND

HUNTSVILLE AL 35807-3401

COMMART

NAME AND ADDRESS OF CONTRACTOR

180 HAWTHORN ROAD

BEDFORD MA 01730-0000

RATHYON COMPANY

9. AMENDMENT OF SOLICITATION NO.

10A. MOD. OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 11)

11. FACILITY CODE

04184

11A. MOD. OF CONTRACT/ORDER NO.

11B. DATED (SEE ITEM 13)

12. AMENDMENT/MODIFICATION OF CONTRACT/ORDERS

13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

14. This numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer shall be amended, or not amended.

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

(a) By completing lines 8 and 15, and returning copies of this amendment on such copy of the offer submitted;

(b) By completing all contracts and amendments for the receipt of offers prior to the hour and date specified.

Failure of your acknowledgment to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer.

See Schedule

14A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)

14B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying by the contractor, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.108(B).

14C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

14D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is required to sign this document and return copies to the issuing office.

15. DESCRIPTION OF AMENDMENT/MODIFICATION

16. AMENDMENT/ MODIFICATION OF CONTRACT/ORDERS

17A. NAME AND TITLE OF SIGNER (Type or print)

17B. CONTRACTOR/OFFEROR

17C. DATE SIGNED

18. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

18B. CONTRACTOR/OFFEROR

18C. DATE SIGNED

18D. DATE SIGNED

19. STANDARD FORM 30 (Rev. 10-84)

20. AMENDMENT OF SOLICITATION NO.

21. MOD. OF CONTRACT/ORDER NO.

22. DATED (SEE ITEM 13)

23. FACILITY CODE

24. This number solicitation is amended as set forth in item 24. The hour and date specified for receipt of offer shall be amended, or not amended.

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

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The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

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

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

   DELETE
   ADD

Page 13D, Modification P00080
Page 13D, Modification P0081
### CLIN 0013

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>AU</th>
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</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$7,970,000</td>
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</tr>
<tr>
<td>ORDER NO</td>
<td>ER3D730000-01 FUNDDED AMT: $775,000 (P00073)</td>
</tr>
<tr>
<td></td>
<td>ER3D730000-02 FUNDDED AMT: $4,000,000 (P00073)</td>
</tr>
<tr>
<td></td>
<td>ER3D730000-03 FUNDDED AMT: $1,000,000 (P00077)</td>
</tr>
<tr>
<td></td>
<td>ER3D730000-04 FUNDDED AMT: $2,195,000 (P00078)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>AX</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
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</tr>
<tr>
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<td>213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021 ER3D740000/34KJLF/4K0000</td>
</tr>
<tr>
<td>ORDER NO</td>
<td>ER3D740000-01 FUNDDED AMT: $3,396,000 (P00080)</td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION NO. 00082

3. EFFECTIVE DATE 31-Jul-2003

4. RIBUCTION/PURCHASE REQ. NO. W31RFP

ADMINISTERED BY DOM TYINGSBORO

PO BOX 1000

POMSPNASA MD 21225

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY

180 HARRIWELL ROAD

BEDFORD MA 01730-9900

ADDRESS

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY

180 HARRIWELL ROAD

BEDFORD MA 01730-9900

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003

4. RIBUCTION/PURCHASE REQ. NO. W31RFP

ADMINISTERED BY DOM TYINGSBORO

PO BOX 1000

POMSPNASA MD 21225

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY

180 HARRIWELL ROAD

BEDFORD MA 01730-9900

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003

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ADMINISTERED BY DOM TYINGSBORO

PO BOX 1000

POMSPNASA MD 21225

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY

180 HARRIWELL ROAD

BEDFORD MA 01730-9900

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

NAME

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ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003

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ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

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R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003

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ADMINISTERED BY DOM TYINGSBORO

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POMSPNASA MD 21225

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY

180 HARRIWELL ROAD

BEDFORD MA 01730-9900

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003

4. RIBUCTION/PURCHASE REQ. NO. W31RFP

ADMINISTERED BY DOM TYINGSBORO

PO BOX 1000

POMSPNASA MD 21225

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY

180 HARRIWELL ROAD

BEDFORD MA 01730-9900

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003

4. RIBUCTION/PURCHASE REQ. NO. W31RFP

ADMINISTERED BY DOM TYINGSBORO

PO BOX 1000

POMSPNASA MD 21225

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

RAYTHEON COMPANY

180 HARRIWELL ROAD

BEDFORD MA 01730-9900

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

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R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003

4. RIBUCTION/PURCHASE REQ. NO. W31RFP

ADMINISTERED BY DOM TYINGSBORO

PO BOX 1000

POMSPNASA MD 21225

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

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180 HARRIWELL ROAD

BEDFORD MA 01730-9900

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

NAME

R. M. CUNNINGHAM

ADMINISTRATOR

ADMINISTRATIVE CODE W31RFP

DATE

31-Jul-2003
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATED</th>
<th># OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Security Classification Specification (DD Form 254-E), Rev 6</td>
<td>29 Jul 03</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>15 Nov 00</td>
<td>24</td>
</tr>
</tbody>
</table>

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

DELETE                     ADD

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

(b)(3)(A)
(i)&Title 10 Sec 130 (a)(b)
<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
<th># OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award/Contract (SF 26) and Continuation Sheets</td>
<td></td>
<td>49</td>
</tr>
<tr>
<td>Contract Security Classification Specification (DD Form 254-E) Rev 6</td>
<td>29 Jul 03</td>
<td>6</td>
</tr>
<tr>
<td>Contract Data Requirements List (DD Form 1423)</td>
<td>12 Oct 99</td>
<td>29</td>
</tr>
<tr>
<td>Exhibits A, B, and C, with Distribution List &amp; Data Item Nos. A001, A0008, A0011, A013, A18 &amp; A021</td>
<td>1 Sep 00</td>
<td>6</td>
</tr>
<tr>
<td>Scope of Work SW-JLENS-16-97, “JLENS Program,” Rev. 2 With Attachment A</td>
<td>16 Nov 00</td>
<td>12</td>
</tr>
<tr>
<td>U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.</td>
<td>03 Jul 89</td>
<td>132</td>
</tr>
<tr>
<td>Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.</td>
<td>1 Feb 90</td>
<td>43</td>
</tr>
<tr>
<td>Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.</td>
<td>7 Jul 00</td>
<td>32</td>
</tr>
<tr>
<td>(b) (7)(E)</td>
<td>29 Jun 92</td>
<td>16</td>
</tr>
<tr>
<td>(b) (7)(E)</td>
<td>Aug 2000</td>
<td>70</td>
</tr>
<tr>
<td>TITLE</td>
<td>DATE</td>
<td># OF PAGES</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>Acronym List</td>
<td>14 Nov 97</td>
<td>7</td>
</tr>
<tr>
<td>Rights in Technical Data and Computer Software attached hereto by reference</td>
<td>12 Oct 99</td>
<td>2</td>
</tr>
<tr>
<td>The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Work SW-JLENS-16-97, “JLENS Program, Spiral 1” Rev 4</td>
<td>3 Dec 02</td>
<td>12</td>
</tr>
<tr>
<td>Contract Data Requirements List (DD Form 1423)</td>
<td>1 Oct 02</td>
<td>22</td>
</tr>
<tr>
<td>Exhibits A, B, and C, with Distribution List &amp; Data Item Nos. A001 through A022</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Guide</td>
<td>15 Nov 00</td>
<td>24</td>
</tr>
</tbody>
</table>
**DEPARTMENT OF DEFENSE**  
**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

## 1. CLEARANCE AND SAFEGUARDING

| a. FACILITY CLEARANCE REQUIRED | (b)(7)(E) |
| b. LEVEL OF SAFEGUARDING | |

## 2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

| a. PRIME CONTRACT NUMBER | DASG60-98-C-0001 |
| b. SUBCONTRACT NUMBER | |
| c. SOLICITATION OR OTHER NUMBER | DUE DATE (YYYYMMDD) |

## 3. THIS SPECIFICATION IS: (X and complete as applicable)

| a. ORIGINAL (Complete date in all cases) | DATE (YYYYMMDD) 19980113 |
| b. REVISED (Supersedes all previous specs) | REVISION NO. 6 |
| c. FINAL (Complete item 6 in all cases) | DATE (YYYYMMDD) 20030729 |

## 4. IS THIS A FOLLOW-ON CONTRACT?  

| X YES | NO | If Yes, complete the following: |

**Classified material received or generated under** DASG60-96-C-0190  
(Preceding Contract Number) is transferred to this follow-on contract.

## 5. IS THIS A FINAL DD FORM 254?  

| X NO | If Yes, complete the following: |

In response to the contractor's request dated , retention of the classified material is authorized for the period of  

## 6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

| a. NAME, ADDRESS, AND ZIP CODE | Raytheon Company  
180 Hartwell Road  
Bedford, MA 01730 |
| b. CAGE CODE | 04164 |
| c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) | Northeast Region DSS  
Barnes Building  
495 Summer Street  
Boston, MA 02210-2192 |

## 7. SUBCONTRACTOR

| a. NAME, ADDRESS, AND ZIP CODE | |
| b. CAGE CODE | |
| c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) | |

## 8. ACTUAL PERFORMANCE

**a. LOCATION**  
Same as Block 6a  
See Block 13 - Remarks for additional performance locations

**b. CAGE CODE**  
|
| c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) | |

## 9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Conduct Advanced Studies Concerning Aerostat Applications for Cruise Missile Defense.

## 10. CONTRACTOR WILL REQUIRE ACCESS TO:

| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION | YES | NO |
| b. RESTRICTED DATA | |
| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION | |
| d. FORMERLY RESTRICTED DATA | |
| e. INTELLIGENCE INFORMATION | |
| (1) Sensitive Compartmented Information (SCI) | |
| (2) Non-SCI | |
| f. SPECIAL ACCESS INFORMATION | |
| g. NATO INFORMATION | |
| h. FOREIGN GOVERNMENT INFORMATION | |
| i. LIMITED DISSEMINATION INFORMATION | |

**OTHER (Specify)**  
See Block 13 Remarks

## 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

| a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY | YES | NO |
| b. RECEIVE CLASSIFIED DOCUMENTS ONLY | |
| c. RECEIVE AND GENERATE CLASSIFIED MATERIAL | |
| d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE | |
| e. PERFORM SERVICES ONLY | |
| f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES | |
| g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER | |
| h. REQUIRE A COMSEC ACCOUNT | |
| i. HAVE TEMPEST REQUIREMENTS | |
| j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS | |
| k. BE AUTHORIZED TO USE THE DEFENSE COUNTER SERVICE | |
| l. OTHER (Specify) | YES | NO | See Block 13 Remarks |

**DD FORM 254, DEC 1999**  
PREVIOUS EDITION IS OBSOLETE.  
(b)(7)(E)
12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release [ ] Direct [X] Through (Specify).

Deputy Commander, U.S. Army Space and Missile Defense Command, ATTN: SMDC-PA, P.O. Box 1500, Huntsville, AL 35807-3801 to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

SEE ATTACHED PAGES

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

(b)(7)(E) - See Block 13, Remarks.

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

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

a. TYPE NAME OF CERTIFYING OFFICIAL

(b)(6) PROGRAM SECURITY MANAGER

c. TELEPHONE (Include Area Code)

(b)(6)

d. ADDRESS (include Zip Code)

Huntsville, AL 35807-3001

e. SIGNATURE

(b)(6)

17. REQUIRED DISTRIBUTION

[ ] a. CONTRACTOR
[ ] b. SUBCONTRACTOR
[ ] c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
[ ] d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
[ ] e. ADMINISTRATIVE CONTRACTING OFFICER
[ ] f. OTHERS AS NECESSARY

000822
ITEM 13 Continuation

REFERENCE BLOCK 8: Actual Performance Locations.

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>CAGE CODE</th>
<th>COGNIZANT SECURITY OFFICE</th>
</tr>
</thead>
</table>
| Raytheon Company  
2175 Park Place  
P.O. Box 902  
El Segundo, CA 90245 | 1CEX7 | Defense Security Service  
Pacific Region, Southern Sector  
3605 Long Beach Blvd, Suite 405  
Long Beach, CA 90807-4013 |
| Raytheon Company  
13510 N. Central Expressway  
Dallas, TX 75243 | 084T3 | Defense Security Service  
5800 E. Campus Circle Dr.  
Suite 110A  
Irving, TX 75063 |

(b)(7)(E)
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>FIGURES</th>
<th>FIGURES</th>
<th>FIGURES</th>
<th>FIGURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CODE</td>
<td>CODE</td>
<td>CODE</td>
<td>CODE</td>
</tr>
<tr>
<td>W91PQ0</td>
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<td>W91PQ0</td>
<td>W91PQ0</td>
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</tbody>
</table>

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<thead>
<tr>
<th>ADMINISTERED BY</th>
<th>ADMINISTERED BY</th>
<th>ADMINISTERED BY</th>
<th>ADMINISTERED BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Charter Name)</td>
<td>(Charter Name)</td>
<td>(Charter Name)</td>
<td>(Charter Name)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>STATE OR METHOD OF DEPARTMENT</th>
<th>STATE OR METHOD OF DEPARTMENT</th>
<th>STATE OR METHOD OF DEPARTMENT</th>
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</thead>
<tbody>
<tr>
<td>(b)(6)</td>
<td>(b)(6)</td>
<td>(b)(6)</td>
<td>(b)(6)</td>
</tr>
</tbody>
</table>

**8. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, State and Zip Code):**

151 WATERFALL, W1040
7700 S. FEDERAL HIGHWAY
PARKS
FAIRFAX, VA 22030

**9. DATES:**

**9A. AMENDMENT OF SOLICITATION NO.**

**9B. AMENDMENT OF SOLICITATION NO.**

**9X. MOD. OF CONTRACT/ORDER NO.**

**9T. DATED (SEE ITEM 11):**

**9Q. DATED (SEE ITEM 13):**

22-Aug-2098

**10. FACILITY CODE:**

54194

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

- The above modified solicitation is amended as set forth in Item 14. This form may be completed and submitted by you or by any other person authorized to sign this solicitation.
- This form shall be submitted with the amendment to the solicitation.
- You may submit this form by mail or by facsimile.
- This form must be completed and submitted within 7 days of receipt of the amendment.
- This form is required to be completed and submitted with the amendment to the solicitation.

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

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/OFFERS:**

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

- THE ABOVE NUMBERED CHANGE ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payback, interest, repayment plans, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 4.1009.

- THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement.

- OTHER (Specify type of modification and authority)

**14. OPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including attachments and subject matter):**

- ALL of this modification is subject to review by UCP section headings, including attachments and subject matter.

**15. IMPORTANT: CONSIDER:**

- Is up-to-date: AMENDMENTS/MODIFICATIONS to this document and return t copies to the issuing office.

- Use of this modification is subject to review by UCP section headings, including attachments and subject matter.

**16. L A, NAME:**

- John Doe

**17. L A, NAME:**

- Jane Smith

**18. L A, NAME:**

- John Doe

**19. L A, NAME:**

- Jane Smith

**20. SIGNS DATE SIGNED:**

- 8/27/93

**21. SIGNS DATE SIGNED:**

- 8/27/93

**22. APPROVED BY:**

- 10-10-68

**23. STANDARD FORM 10 (Rev/10/203) Printed by CSA FAR (54 CPNS 53 24)
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

   Submission of Proposal: 60 days after award of letter contract modification

   Begin Negotiations: 90 days after receipt of qualifying proposal

   Definitization of Modification: 130 days after receipt of qualifying proposal (30 Sep 2003)

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

   DELETE

   ADD

   Page 46A, Modification P00073

   Page 46A, Modification P00083
55. CONTRACT DEFINITIZATION (OCT 1998)(DFARS 252.217-7027)

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

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

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

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

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

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

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

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

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

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

### Section 1: Amendment of Solicitation

**Effective Date:** 26 Sep 03

### Section 2: Modification of Contract

- **Due Date:** 000830
- **Amendment No.:** 0
- **Contract No.:** 0

### Section 3: Additional Information

- **Contractor:** [Details]
- **Government Contact Person:** [Details]

### Section 4: Instructions

- **Contractor:** [Instructions]
- **Government:** [Instructions]

---

**Due Date:** 000830

---

**Contractor:** [Details]

---

**Approval:**

- **By:** [Name]
- **Date:** 000830

---

**Contract Number:** [Details]

---

**Government Contact:** [Details]

---

**Contractor:** [Details]
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

NOW, THEREFORE, the contract is modified as follows:

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

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

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

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

<table>
<thead>
<tr>
<th>SUBCLIN</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0015AA</td>
<td>Level of Effort</td>
<td>See B-15</td>
<td>$8,323,376</td>
</tr>
<tr>
<td>0015AB</td>
<td>Materials</td>
<td>See B-15</td>
<td>$250,378</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

   a. Target Cost:

   b. Target Fee:

   c. Minimum Incentive Fee:

   d. Maximum Incentive Fee:
c. Total Target Cost and Target Fee: $41,047,110

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

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

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

<table>
<thead>
<tr>
<th>Target Cost</th>
<th>Target Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underrun:</td>
<td>for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)</td>
</tr>
<tr>
<td>Overrun:</td>
<td>for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)</td>
</tr>
<tr>
<td>(Share Ratio: Government/Contractor)</td>
<td></td>
</tr>
</tbody>
</table>

FAR 52.216-10 INCENTIVE FEE Paragraph (e)(1) is stated as follows:

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

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

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

a. SUBCLIN 0015AA:

(1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA is [ ]

(2) The fixed fee for SUBCLIN 0015AA is [ ]

(3) The total amount for SUBCLIN 0015AA is $8,323,376

b. SUBCLIN 0015AB:

(1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB is [ ]

(2) The fixed fee for SUBCLIN 0015AB is [ ]

(3) The total amount for SUBCLIN 0015AB is $250,178.

h. Paragraph B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016) is hereby added as follows:

000832
a. SUBCLIN 0015AA:

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

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering and Support</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

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

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

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

3. SECTION F – DELIVERIES OR PERFORMANCE

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

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

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

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

<table>
<thead>
<tr>
<th>MILESTONE EVENT</th>
<th>TIME PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN 0013 – Spiral 1</td>
<td></td>
</tr>
<tr>
<td>System Requirements Review</td>
<td>First Quarter FY 03</td>
</tr>
<tr>
<td>Design Review</td>
<td>Second Quarter FY 03</td>
</tr>
<tr>
<td>Processing Station IPR</td>
<td>Third Quarter FY 03</td>
</tr>
<tr>
<td>Platform IPR</td>
<td>Fourth Quarter FY 03</td>
</tr>
<tr>
<td>Payload IPR</td>
<td>First Quarter FY 04</td>
</tr>
<tr>
<td>System IPR</td>
<td>Second Quarter FY 04</td>
</tr>
<tr>
<td>Radar Ground Test</td>
<td>Third Quarter FY 04</td>
</tr>
</tbody>
</table>
4. SECTION G - CONTRACT ADMINISTRATION DATA:

a. Paragraph G-1. INVOICING AND VOUCHERING:

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

(2) Paragraph h. is added as follows:

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

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

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

g. CLINs 0013 and 0014:

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

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

h. CLINs 0015 and 0016:

SUBCLIN 0015AA:

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

SUBCLIN 0015AB:
(1) Amount Required for Full Funding, Including Fee(s): $250,378
(2) Amount Allotted Under the LOF Clause for Payment of Costs: $-0-
(3) Amount Separately Obligated for Payment of Fee: $-0-
(4) Total Amount Allotted and Obligated: $-0-
(5) Net Amount Required for Full Funding: $250,378
(6) Estimated Period of Performance the Allotted Amount Will Cover:

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS:
   a. Paragraph H-3. OPTIONS, CLIN 0015 is changed to read as follows:

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

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

<table>
<thead>
<tr>
<th>CLIN 0013</th>
<th>Current Obligations</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 04</td>
<td>$18,293,000</td>
</tr>
<tr>
<td>FY 05</td>
<td>$11,388,110</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN 0015</th>
<th>Current Obligations</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 04</td>
<td>TBD</td>
</tr>
<tr>
<td>FY 05</td>
<td>TBD</td>
</tr>
</tbody>
</table>

6. SECTION I – CONTRACT CLAUSES:
   a. FAR 52.216-8, FIXED FEE. Applicability is changed to include CLINs 0015/0016.
   b. FAR 52.216-10, INCENTIVE FEE. Applicability is changed to include CLINs 0013/0014.
   c. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is hereby deleted.
   d. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000) is hereby deleted.
   e. DFARS 252.227-7027, CONTRACT DEFINITIZATION (OCT 1998) is hereby deleted.

7. SECTION J – LIST OF ATTACHMENTS is modified as follows:
b. Scope of Work SW-JLENS-16-97, “JLENS Program, Spiral 1” Rev 4, dated 3 Dec 02 is hereby deleted and replaced with Statement of Work, “JLENS Program, Spiral 1,” Rev 5, dated 30 May 03.

c. Contract Data Requirements List (DD Form 1423), Data Item Nos. A001, A004, A022, dated 1 Oct 02 are hereby deleted and replaced with the following:

   - A001, dated 19 Sep 03
   - A004, dated 11 Jun 03
   - A022, dated 1 Aug 03

d. Contract Data Requirements List (DD Form 1423), Data Item No. A023, dated 2 Jun 03 is hereby incorporated into the contract.

e. Government Furnished Equipment List – Spiral 1, dated 20 Jun 03 is hereby incorporated into the contract.

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

<table>
<thead>
<tr>
<th>DELETE</th>
<th>ADD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page 1, Modification P00076</td>
<td>Page 1, Modification P00084</td>
</tr>
<tr>
<td>Page 3A, Modification P00073</td>
<td>Page 3A, Modification P00084</td>
</tr>
<tr>
<td>Page 3B, Modification P00076</td>
<td>Page 3B, Modification P00084</td>
</tr>
<tr>
<td>Page 6, Modification P00051</td>
<td>Page 6, Modification P00084</td>
</tr>
<tr>
<td>Page 7, Modification P00073</td>
<td>Page 7, Modification P00084</td>
</tr>
<tr>
<td>Page 7A, Modification P00073</td>
<td>Page 7A, Modification P00084</td>
</tr>
<tr>
<td>Page 7B, Modification P00084</td>
<td></td>
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<tr>
<td>Page 10, Modification P00073</td>
<td>Page 10, Modification P00084</td>
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<td>Page 11A, Modification P00084</td>
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<td>Page 12, Modification P00084</td>
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<tr>
<td>Page 15, Modification P00073</td>
<td>Page 15, Modification P00084</td>
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<td>Page 17, Modification P00073</td>
<td>Page 17, Modification P00084</td>
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<td>Page 22, Modification P00084</td>
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<td>Page 27, Modification P00034</td>
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<td>Page 31, Modification P00073</td>
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<td></td>
</tr>
<tr>
<td>Page 49, Modification P00082</td>
<td>Page 49, Modification P00084</td>
</tr>
</tbody>
</table>
AWARD/CONTRACT

1. THE CONTRACT IS A SATIS FACTORY
   UNDERDM# (150-160-200)
   DO-32
   DASG-63-01-6-0901
   ORDER DATE
   29 Jan 30
   J. RECEIVING ORGANIZATION NAME AND
   ADDRESS
   DEFENSE LOGISTICS AGENCY
   P.O. BOX 928
   Hanover, MD 21076
   ORDER NO.: EP50-7550-9

2. CONTRACT NO.
   EP877-5505-9

3. SCD: A
   ADP: NA
   PAT: NONE

4. DELIVERY
   [] FULL ORDER
   [x] OTHER (Specify)

5. BILLING ADDRESS
   [x] SAME AS SHIPPER
   [ ] OTHER (Specify)

6. SHIP TO ADDRESS
   [x] SAME AS BILLING
   [ ] OTHER (Specify)

MODIFICATION

P00084

PREVIOUS
P00076

RAYTHEON COMPANY

dba RAYTHEON SYSTEMS COMPANY

180 HAWTHORN ROAD

BEDFORD, MA 01730

AO: 0166

FACILITY CODE

11. CODE DESIGNS FOR
   SEc DISTRIBUTION LIST ATTACHED TO DD FORM 1433

12. HANDBOOKS WILL BE SHIPPED BY
   DM3 Columbus Center mailing procedure provided under
   separate cover

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN BILING

14. AUTHORITY AND APPROPRIATION DATA

See Section G-9

See Section 6 for items 15A through 15F

15A. ITEM NO. 15A

15. TOTAL VALUE OF CONTRACT

187,121,532

PART I - DESCRIPTION

16. MILEAGE/RATES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MILEAGE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
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<td>J</td>
<td>AERONAUTICAL FEES</td>
<td>0.5</td>
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<td>J</td>
<td>SUPPLIES OR SERVICES</td>
<td>1.5</td>
<td>47.44</td>
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<tr>
<td>J</td>
<td>REPAIRS AND MAINTENANCE</td>
<td>0.5</td>
<td>10.11</td>
</tr>
<tr>
<td>J</td>
<td>EXPENSES</td>
<td>0.5</td>
<td>10.11</td>
</tr>
<tr>
<td>J</td>
<td>OTHER</td>
<td>0.5</td>
<td>10.11</td>
</tr>
<tr>
<td>J</td>
<td>TOTAL</td>
<td>1.5</td>
<td>47.44</td>
</tr>
</tbody>
</table>

17. CONTRACTOR'S RECEIVING AGENT (Contact of this)

18. ECCOMPLIANCE (Contractor is not required to sign this document.)

19. NAME AND TITLE OF OFFICIAL (Sign here)

See Page 1A

SIGNED OF CONTRACT

101. DATE SIGNED

BY

RECEIVED FROM 15-396739
PREVIOUS EDITION COMPLIABLE

000837
RA

THEON COMPANY

MODIFICATION P00084 TO
CONTRACT DASG60-98-C-0001
PAGE 3Al OF 49 PAGES
PREVIOUS: MOD P00073

BASIC

0013 Spiral 1 -- COTS -- Based System

Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0

0014 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.

OPTION V

0015 Operations & Sustainment -- Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0

0015AA Level-of-Effort (Includes labor and travel)

See B-15

$8,323,376

0015AB Materials

See B-15

$250,378

0016 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.
<table>
<thead>
<tr>
<th>CLIN</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0009AA</td>
<td>Available Direct Productive Person Hours (DPPH)</td>
<td>See B-10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exercised DPPH</td>
<td>See B-10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0009AB</td>
<td>Available Material Dollars</td>
<td>See B-10</td>
<td></td>
<td>$ 5,433,402</td>
</tr>
<tr>
<td></td>
<td>Exercised Material Dollars</td>
<td>See B-10</td>
<td></td>
<td>$ 94,894</td>
</tr>
<tr>
<td>0015AA</td>
<td>Available Direct Productive Person Hours (DPPH)</td>
<td>See B-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exercised DPPH</td>
<td>See B-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0015AB</td>
<td>Available Material Dollars</td>
<td>See B-16</td>
<td></td>
<td>$ 250,378</td>
</tr>
<tr>
<td></td>
<td>Exercised Material Dollars</td>
<td>See B-16</td>
<td></td>
<td>$ -0-</td>
</tr>
</tbody>
</table>
B-10. LEVEL OF EFFORT (Applicable to CLINs 0009/0010):

a. SUBCLIN 0009AA:

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

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering and Support</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

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

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

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

B-11 COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

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

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

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

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of PTIR ADSAM Demonstration and statement of work requirements.
e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

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

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

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

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

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

a. Target Cost:

b. Target Fee:

c. Minimum Incentive Fee.

d. Maximum Incentive Fee.

e. Total Target Cost and Target Fee:

$41,047,110

B-14 INCENTIVE FEE FOR CLINs 0013/0014:

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

Target Cost
Target Fee

Incentive Arrangement: Maximum Fee
Minimum Fee:

(Share Ratio: Government/Contractor)

Underrun: 70/30 for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

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YTHEON COMPANY

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PREVIOUS: MOD P00083

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

FAR 52.216-10 INCENTIVE FEE

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

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

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

a. SUBCLIN 0015AA:

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

b. SUBCLIN 0015AB:

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

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

a. SUBCLIN 0015AA:

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

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering and Support</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

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

b. SUBCLIN 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0015. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0015.
SECTON 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 levels of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.

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

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

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

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

F-3. PLACE AND METHOD OF DELIVERY

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

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

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

000844
CLIN 0013 – Spiral 1
System Requirements Review
Design Review
Processing Station IPR
Platform IPR
Payload IPR
System IPR
Radar Ground Test
SIL Interoperability Demonstration
Integration and Test Site
JLENS System FVT
Roving Sands 05

First Quarter FY 03
Second Quarter FY 03
Third Quarter FY 03
Fourth Quarter FY 03
First Quarter FY 04
Second Quarter FY 04
Third Quarter FY 04
Fourth Quarter FY 04
First Quarter FY 05
Second Quarter FY 05
Third Quarter FY 05
SECTION G - CONTRACT ADMINISTRATION DATA

G-1. INVOICING AND VOUCHERING

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

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

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

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

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

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

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

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

G-2. CONTRACT ADMINISTRATION. Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.
d. CLINs 0011 and 0012:

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

*NOT-TO-EXCEED (NTE)*

g. CLINs 0013 and 0014:

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

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

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

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CONTRACT DASG60-98-C-0001
PAGE 15A OF 49 PAGES
ADDED: MOD P00084

SUBCLIN 00015AB:

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

G-7. DELETED

G-8. Remittance Address:

(b)(4)

000848
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:

<table>
<thead>
<tr>
<th>OPTION</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLINs 0005/0006 (OPTION I)</td>
<td></td>
</tr>
<tr>
<td>0005AA</td>
<td>NLT 30 Dec 00</td>
</tr>
<tr>
<td>0005AB</td>
<td>NLT 30 Dec 02</td>
</tr>
<tr>
<td>0005AC</td>
<td>NLT 30 Jun 03</td>
</tr>
<tr>
<td>CLINs 0007/0008 (OPTION II)</td>
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</tr>
<tr>
<td>0007AA</td>
<td>NLT 30 Nov 01</td>
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<tr>
<td>0007AB</td>
<td>NLT 30 Nov 02</td>
</tr>
<tr>
<td>0007AC</td>
<td>NLT 30 Jun 03</td>
</tr>
<tr>
<td>CLINs 0011 and 0012 (Option IV)</td>
<td>NLT 30 Dec 05</td>
</tr>
</tbody>
</table>

**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 (1) will be used to exercise CLIN 0009, if it is exercised incrementally.

**CLIN 0015:** At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH (2) will be used to exercise CLIN 0015, if it is exercised incrementally.
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.)
<table>
<thead>
<tr>
<th>CLAUSE NUMBER</th>
<th>FAR CITATION</th>
<th>CLAUSE TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>52.216-8</td>
<td>FIXED FEE (Applicable to CLINs 0009/0010, 0011/0012, and 0015/0016)</td>
<td>MAR 1997</td>
</tr>
<tr>
<td>31</td>
<td>52.216-10</td>
<td>INCENTIVE FEE (Applicable to CLINs 0003/0004 and 0013/0014)</td>
<td>MAR 1997</td>
</tr>
<tr>
<td>32</td>
<td>52.216-12</td>
<td>COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)</td>
<td>APR 1984</td>
</tr>
<tr>
<td>33</td>
<td>52.219-8</td>
<td>UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERN</td>
<td>JUN 1997</td>
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<tr>
<td>34</td>
<td>52.219-9</td>
<td>SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>35</td>
<td>52.219-16</td>
<td>LIQUIDATED DAMAGES - SUBCONTRACTING PLAN</td>
<td>OCT 1995</td>
</tr>
<tr>
<td>36</td>
<td>52.222-1</td>
<td>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</td>
<td>FEB 1997</td>
</tr>
<tr>
<td>37</td>
<td>52.222-2</td>
<td>PAYMENT FOR OVERTIME PREMIUMS</td>
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THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. RESERVED.

103. RESERVED.

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THE FOLLOWING DOD FAR SUPPLEMENT FULL TEXT CLAUSES APPLY:

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

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

   (1) Organizational structure;

   (2) Established lines of authority, duties, and responsibilities;

   (3) Internal controls and managerial reviews;

   (4) Flow of work, coordination, and communication; and

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

   (b) General.

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

   (2) The system should be --

      (i) Consistent and integrated with the Contractor's related management systems; and

      (ii) Subject to applicable financial control systems.
55. RESERVED
# PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

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<td>Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.</td>
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<td>Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.</td>
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<td>The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.</td>
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PROGRAM EXECUTIVE OFFICE FOR
AIR AND MISSILE DEFENSE
JOINT LAND ATTACK CRUISE MISSILE
DEFENSE ELEVATED NETTED SENSOR
SYSTEM (JLENS) PROJECT OFFICE

JLENS PROGRAM

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

STATEMENT OF WORK
Spiral 1

30 May 03
Rev 5

000859
1.0 INTRODUCTION

1.1 Objectives

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

1.2 Scope

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

1.3 Integrated Product Teams (IPTs)

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

2.0 PROGRAM MANAGEMENT

2.1 General

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

2.2 Meetings and Reviews - Contractor Internal

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

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

2.4 Master Integrated Program Schedule (MIPS)

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

2.5 Contract Work Breakdown Structure (CWBS)

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

2.6 Cost Reporting

2.6.1 Funds Manhour Expenditure Report

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

2.6.2 Cost Reporting

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

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

2.7 Renumbered previous paragraph to paragraph 2.6.3.

2.8 See para 3.1

2.9 **Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval. All contractual data items shall be delivered in electronic format on permitted media. These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: the classified JFENS server or CD-ROM, 100 and 250 MB Zip Disks. Media (e.g., diskettes, tapes, etc.) delivered under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. The contractor shall support and provide input to the government in the development of documentation to support the government acquisition documentation. (CDRL A006) (13,15)
3.0 SYSTEM ENGINEERING

3.1 General

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and the performance specifications. The configurations of these systems shall be explained and documented in the System/Subsystem Design Document. Systems Engineering shall include system/subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware, tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach." (13.15)

3.2 System Engineering Requirements Allocation

The contractor shall develop and provide a Specification free for each radar configuration to the equivalent of the Critical Item (CI)/Prime Item/subsystem level. The contractor shall flow down the requirements of the performance specifications to the equivalent of the CI/Prime Item/subsystem level. The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to preclude obsolescence, address production readiness reviews, producibility planning, manufacturing technology insertion and other pertinent efforts associated with manufacturing and production (A023). The contractor shall detail this information in Attachment A4 “Systems Engineering Approach”. The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software design specifications (CDRL A009). The contractor shall develop and maintain, in contractor format, design and performance specifications to the Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces (CDRL A010)(13)

3.3 System Analyses

The contractor shall conduct performance analyses to support the system designs IAW the requirements of performance specification. The contractor shall conduct analyses that establish the sensitivity of system performance to these error budgets. Performance analyses
and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (13)

3.4 Hardware

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

3.5 Software

3.5.1 Reuse

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

3.5.2 Software Engineering Environment (SEE)

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

3.5.3 Software Development

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS software. The contractor shall document the design decisions, algorithm descriptions, and the architectural and interface design for each Software Requirements Specification. The contractor shall document the detailed design and requirements traceability for each software unit in a Software Requirements Specifications. (A009) (13)

3.5.4 Software Testing

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

(A015)(13)

3.5.5 Software Version

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

3.5.6 Corrective Action

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

3.5.7 Management Indicators

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

3.6 Deleted

3.7 Interface Management and Integration

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

3.8 Safety

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

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3.9 Modeling and Simulation

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

3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, and operational exercise demonstrations. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the performance specifications. These models and simulations shall be configured to operate both individually and collectively. (CDRL A013) (13)

3.9.2 System Integration Laboratory (SIL)

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. Actual JLENS hardware and software shall be integrated and tested at the SIL prior to shipment. (13)

3.10 Technical Reviews and Meetings

3.10.1 Design Reviews (DRs)

Using the government approved path to DRs, the contractor shall conduct DRs that meet requirements for system preliminary design review and system critical design review at the contractor’s facilities. (CDRL A014)(13)

3.10.1.1 DR Entrance Criteria

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

3.10.1.2 DR Exit Criteria

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

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

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

5.0 TEST AND EVALUATION

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

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

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5.3 Component and Subsystem Testing

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

5.4 Ground Testing

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

5.5 System Tests/Demonstrations

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSS1 to include both internal and external interfaces. The contractor shall support the use of planned government events such as Roving Sands and JCIEF where possible to demonstrate incremental and full system capability. System tests/demonstrations are system level tests/demonstrations of the technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. System tests/demonstrations shall include participation with surface fire units in simulated engagements and live system and/or Testing shall be conducted IAW approved test plans. (13)

5.6 Government Test Support

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

6.1

6.1.1

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

6.1.3 Status Reporting
The contractor shall establish an on-line database to document each operational event, maintenance and/or supply actions, training tasks, and action(s) taken as appropriate during government tests and demonstrations, test utilizing government resources, and during exercises. The contractor shall record data within 24 hours of the event. The contractor shall provide the government online access to this database. (13,15)

6.1.4 Communications

6.1.5 Logistics Information Data Base
The contractor shall establish and maintain a Logistics Management Information database to document requirements to support a tactical system and shall provide the government access to the data. The database shall be continually updated. (13, 15)

6.1.6 Training
The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (13, 15)
6.2 Product Assurance
The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (13,15)

6.3 Environmental Management
The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019)(13,15)

6.4 Configuration Management
The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (13,15)

7.0 OPERATIONS SECURITY
The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and USASMD Exhibit OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (13,15)

8.0 OPERATIONS AND SUSTAINMENT
The contractor shall operate and provide total contractor logistic support of the JLENS system on 1/8/5 basis at McGregor Test Range, NM. The contractor shall be responsible for all aspects of operating, maintaining, repairing, site security and supporting the JLENS system 24/7 basis. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operation and Sustainment Approach". The contractor shall report operation and sustainment activities. (CDRL A001)(15)
Develop and submit a detailed agenda 10 working days prior to the meeting date. The agenda will include the list of expected government, contractor, subcontractor, and IPT attendees.

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

Specifically address, but not limited to, the following:

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

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

Other Topics

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

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

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

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

Contractor format acceptable. Approval: G10/C10

* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic queue. Letter of transmittal must be signed electronically.
### CONTRACT DATA REQUIREMENTS LIST

<table>
<thead>
<tr>
<th>A. CONTRACT LINE ITEM NO.</th>
<th>B. EXHIBIT</th>
<th>C. CATEGORY</th>
<th>D. SYSTEM/ITEM</th>
<th>E. CONTRACT/PR NO.</th>
<th>F. CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>A004</td>
<td></td>
<td></td>
<td>JILLS</td>
<td>DASG60-98-C-0001</td>
<td>RAYTHEON</td>
</tr>
</tbody>
</table>

#### 4. AUTHORITY (Data Acquisition Document No.)
- DMG 81466

#### 5. CONTRACT REFERENCE
- SOW PARA 2.6.2

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

### 17. PRICE GROUP

#### 18. ESTIMATED TOTAL PRICE

### REMARKS

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

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

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

THE CONTRACTOR SHALL ALSO PROVIDE VARIANCE ANALYSIS FOR ALL WBS ELEMENTS EXPERIENCING A +/- 5% VARIANCE AT COMPLETION. ADDITIONALLY, IN ACCORDANCE WITH PARAGRAPH 10 2.6.1.2, THE GOVERNMENT MAY PERIODICALLY SELECT ADDITIONAL VARIANCE ANALYSIS AFTER REVIEW OF THE CPR. THE VARIANCE ANALYSIS SHALL INCLUDE A DETAILED EXPLANATION OF THE PROBLEM, CORRECTIVE ACTION, AND PROGRAM IMPACT.

CONTRACTOR FORMAT IS ACCEPTABLE.

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

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

A. CONTRACT LINE ITEM NO.   14
B. EXHIBIT   A
C. CATEGORY:     TOP
D. SYSTEM/ITEM   JLENS
E. CONTRACT/PR NO.   DASG60-98-C-0001
F. CONTRACTOR   Raytheon

1. DATA ITEM NO.   2. TITLE OF DATA ITEM   3. SUBTITLE
A022   Cost/Schedule Status Reports

7. DD 250 REQ L.T.   9. DIST STATEMENT REQUIRED   10. FREQUENCY   12. DATE OF FIRST SUBMISSION
N/A   Required   Blk 16   Blk 16

11. AS OF DATE   13. DATE OF SUBSEQUENT SUBMISSION
Blk 16   Blk 16

14. DISTRIBUTION

16. REMARKS
Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.6). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance.

The contractor shall submit a quick look report 5 days after close of accounting period. Quick Look report shall contain actual BCWP, BCWS, and ACWP data, when available, otherwise the report shall contain actual BCWS with estimated BCWP/ACWP. The report shall be clearly marked DRAFT or Preliminary.

Reference paragraph 10.4.1 - To maintain necessary visibility data reported will be separated on the C/SSR via the WBS structure. Data will be reported at the item level. Lower level reporting may be required based upon risk and be determined at the IBR.

Reference paragraph 7.7.1 - At a minimum, variance analysis should be provided for the top 10 current and cumulative cost and schedule variances that are +/- 10%. The contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. Variance Analysis is not required for the quick look report.

Contractor format is acceptable.

* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
Critical Items for CDRL A022 Spiral 1

Platform

Air Vehicle Flexible Structure
Air Vehicle Rigging and Hardware
Air Vehicle Sensor Payload Truss/Rack
Air Vehicle Communications Payload Truss/Rack
Air Vehicle Avionics Super Rack
Air Vehicle Software
Air Vehicle Subsystem Engineering
Air Vehicle Integration and Test
Tether Fabrication
Tether Subsystem Engineering
Tether Integration and Test
Mobile Mooring Station Subsystem Engineering
Mobile Mooring Station Integration and Test
Mobile Mooring Station Hardware
Ground Support Equipment Platform Transport Shelters
Ground Support Equipment Ground Electronics
Ground Support Equipment Power Module
Ground Support Equipment Support Equipment
Ground Support Equipment Special Test Equipment
Ground Support Equipment Training
Ground Support Equipment Technical Manuals
Ground Support Equipment Spares
Ground Support Equipment Engineering
Ground Support Equipment Flight Director Console S/W
Ground Support Equipment Integration and Test
Platform Subsystem Engineering Systems Engineer
Platform Subsystem Engineering Program Manager
Platform Subsystem Engineering Configuration Management
Platform Integration and Test Functional Verification Test
Platform Integration and Test Payload Integration and Test
Platform Integration and Test Field Integration and Checkout and Tests

Communications Payload
Communication Subsystem Engineering

Radar

Program Manager
Technical Director
Business Manager
Contracts Manager
Subcontracts Manager
Configuration Manager
Product Assurance
Proposal Preparation
Fiber Optic Interfaces
Orientation Subsystem Interfaces
System Design
Engineering Data
Unit Tests
System Level Electrical Design
Test and Integration
Test Equipment
Systems Engineering, Integration, and Test Support
Surveillance Mode Software
FDL Reporting Software
INS/PLGR Interface Software
Software Quality
Software Management
Software Problem Resolution
Antenna Design/Redesign
BSU Design/Redesign
REX Design/Redesign
IFF Design/Redesign
Signal Data Processor Design/Redesign
Power Distribution Unit Design/Redesign
System Level Design/Redesign
Weight Reduction IPT Management
Antenna Modification/Fabrication/Assembly
BSU Modification/Fabrication/Assembly
IFF Modification/Fabrication/Assembly
Signal Data Processor Modification/Fabrication/Assembly
System Procure/Fabrication/Assembly
Problem Resolution

(b)(3)(A)
Processing Station
  Processing Station Hardware
  Processing Station Equipment
  Processing Station Software
  Processing Station Integration & Test

Systems Engineering, Integration and Test
  System Engineering,
  Concept of Operations
  System Engineering Management
  System Safety
  System Integration
  System Test
  Test & Evaluation
  Log Support

Program Management
  Program Management
  Business Management
  Contracts Management
  SubContracts Management
  CAIV/Risk
  Security

Operations & Sustainment
  Operations
    Site Management
    Test Planning and Operations
    System Readiness and CM
    Facilities Operation
  Sustainment
    Platform
    Payload
    Processing Station
    SEIT
    Program Management

Operational Site Activation
  Site Preparation
  Technical Support
**CONTRACT DATA REQUIREMENTS LIST**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Exhibit</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>A023</td>
<td>JLENS</td>
<td>Produbility Analysis Report</td>
</tr>
</tbody>
</table>

**Authority** (Data Acquisition Document No.)
DI-MGMT-80797

**Contract Reference**
SOW Para 3.2.

**Requiring Office**
SFAE-AMD-JLN

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

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

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

1. **Title:** Producingibility Analysis Report

2. **Identification Number:** DI-MEMT-80797

3. **Description/Purpose:**
   1.1 The Producingibility Analysis Report identifies potentially high cost, high risk, and long lead-time items.
   1.2 The report is used to determine whether the item can be produced economically to drawing and specification requirements and within the design to unit production cost goals.

4. **Approval Date (YYMMDD):** 890322

5. **Office of Primary Responsibility (OPR):** A/HICON

6. **DID Supersedes:** DI-E-1123 and DI-P-1653.

7. **Application/Interrelationship:**
   7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.
   7.2 This DID is applicable during Producingibility Engineering and Planning (PEP) and engineering in support of new items planned to enter production.

8. **Approval Limitation:** A4679

9. **Preparation Instructions:**
   10.1 General. The Producingibility Analysis Report shall portray those design characteristics and material selections which are compatible with economic production methods.
   10.2 Format. The Producingibility Analysis Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions.
   10.3 Content. The Producingibility Analysis Report shall contain the following:
      a. Individual trade-off studies on:
         1. Impact on program life-cycle cost
         2. Effectiveness
         3. Reproducibility schedules
         4. Resource constraints
         5. Reliability
         6. Maintainability
         7. Interchangeability
         8. Inspectability

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

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**CONTINUED ON PAGE 2**
DI-MGMT-80797

Block 13, Preparation Instructions (Continued)

(9) Design To Cost (DTC) Goals
(10) Other factors impacting program objectives

b. Identification of candidate items for cost reduction through:
(1) Material changes
(2) Facility improvements
(3) Development of manufacturing technology
(4) Redesign of special purpose tooling and equipment
(5) Changes to improve procedures
(6) Redesign of production hardware

c. Marked-up or redrawn drawings and changes to any other technical documents to indicate recommended changes to the item.
<table>
<thead>
<tr>
<th>Semi-trailer, Helium 56K CF</th>
<th>Unit Price</th>
<th>Total Cost(K$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(3)(A)</td>
<td>(i)&amp;Title</td>
<td>10 Sec</td>
</tr>
<tr>
<td>130 (a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)(ii)</td>
<td></td>
<td>(b)</td>
</tr>
<tr>
<td>(A)</td>
<td></td>
<td></td>
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<tr>
<td>(i)&amp;Title</td>
<td>10 Sec</td>
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<td>130 (a)</td>
<td></td>
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</tr>
<tr>
<td>(b)</td>
<td></td>
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</tbody>
</table>

As of 6/20/03
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. RENTENTION/PURCHASE REQ NO.</th>
<th>5. PROJECT NO. (if applicable)</th>
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<tbody>
<tr>
<td>P000095</td>
<td>28-Oct-2003</td>
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<table>
<thead>
<tr>
<th>6. BY CODE</th>
<th>7. ADMINISTERED BY (if other than item 6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>V9113M</td>
<td>DOW TYNGSBORO</td>
</tr>
<tr>
<td></td>
<td>PG BOX 688</td>
</tr>
<tr>
<td></td>
<td>TYNGSBORO MA 01796</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. NAME &amp; ADDRESS OF CONTRACTOR</th>
<th>9A. AMENDMENT OR SOLICITATION NO.</th>
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<tbody>
<tr>
<td>RAYTHEON COMPANY</td>
<td>40A06-58-C-0001</td>
</tr>
<tr>
<td>160 HANOVER ROAD</td>
<td>10A. MOD. OF CONTRACT/ORDER NO.</td>
</tr>
<tr>
<td>BEDFORD MA 01730-0000</td>
<td>DA5G60-58-C-0001</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>10B. DATED (SEE ITEM 11)</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>10B. DATED (SEE ITEM 13)</td>
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<tr>
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<td>X</td>
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<td></td>
<td>20-Aug-1998</td>
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<table>
<thead>
<tr>
<th>CODE</th>
<th>11. FACILITY CODE</th>
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<tbody>
<tr>
<td>04164</td>
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<table>
<thead>
<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for amendments are extended or not extended.</td>
</tr>
</tbody>
</table>

- Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or amendment by one of the following methods:
  - (a) By completing forms 9 and 15, and returning copies of the amendment.
  - (b) By acknowledging receipt of this amendment on each copy of the offer submitted.
  - (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. Failure of your acknowledgment to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

<table>
<thead>
<tr>
<th>12. ACCOUNTING AND APPROPRIATION DATA (if required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Schedule</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</td>
</tr>
</tbody>
</table>

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

- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b) SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

- X D. OTHER (Specify type of modification and authority)

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

- The purpose of this modification is to provide incremental funding in the amount of $3,000,000 for performance of CLIN 0003 and $14,000,000 for performance of CLIN 0013.

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

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

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

<table>
<thead>
<tr>
<th>15A. NAME AND TITLE OF SIGNER (Type or print)</th>
<th>15B. CONTRACTOR/OFFEROR</th>
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</thead>
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<tr>
<td></td>
<td>15C. DATE SIGNED</td>
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</tbody>
</table>

<table>
<thead>
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<th>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</th>
<th>16B. UNITED STATES OF AMERICA</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>16C. DATE SIGNED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Signature of person authorized to sign)</th>
<th>(Signature of Contracting Office)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>000 S81</th>
</tr>
</thead>
</table>

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA
FAR (48 CFR) 53.243
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

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

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

      | ACRN | CUMULATIVE AMOUNT | ACCTCLASS | ORDER NO |
      |------|------------------|-----------|----------|
      |      | $3,000,000       | 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021 |
      |      |                  | ER4D730000/44KJLE/4K0000 |

      FUNDED AMT: $3,000,000 (P00085)

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

      | ACRN | CUMULATIVE AMOUNT | ACCTCLASS | ORDER NO |
      |------|------------------|-----------|----------|
      |      | $14,000,000      | 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021 |
      |      |                  | ER4D730100/44KJLE/4K0000 |

      FUNDED AMT: $14,000,000 (P00085)

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

<table>
<thead>
<tr>
<th>CLINs 0003 and 0004:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior</td>
<td>This Modification</td>
<td>Cumulative Total</td>
<td></td>
</tr>
<tr>
<td>(1) Amount Required for Full Funding, Including Fee(s):</td>
<td>$145,166,476</td>
<td>0</td>
<td>$145,166,476</td>
</tr>
<tr>
<td>(2) Amount Allotted under the LOF Clause for Payment of Target Costs:</td>
<td>$95,713,422</td>
<td>$3,000,000</td>
<td>$98,713,422</td>
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<tr>
<td>(3) Amount Separately Obligated for Payment for Target Fee:</td>
<td>$49,453,054</td>
<td>($3,000,000)</td>
<td>$46,451,054</td>
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<tr>
<td>(4) Total Amount Allotted and Obligated:</td>
<td>$49,453,054</td>
<td>$3,000,000</td>
<td>$52,451,054</td>
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<tr>
<td>(5) Net Amount Required for Full Funding:</td>
<td>$49,453,054</td>
<td>($3,000,000)</td>
<td>$46,451,054</td>
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<td>(6) Estimated Period of Performance the Allotted Amount will cover:</td>
<td>23 May 03</td>
<td>31 Dec 03</td>
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</table>

CLINs 0013 and 0014:

000882
<table>
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<tr>
<th></th>
<th>PRIOR</th>
<th>THIS MODIFICATION</th>
<th>CUMULATIVE TOTAL</th>
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<tbody>
<tr>
<td>1</td>
<td>Amount Required for Full Funding,</td>
<td>$41,047,110</td>
<td>$41,047,110</td>
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<tr>
<td></td>
<td>Including Fee(s):</td>
<td></td>
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<tr>
<td>2</td>
<td>Amount Allotted under the LOF Clause for</td>
<td></td>
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<tr>
<td></td>
<td>Payment of Target Costs:</td>
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<tr>
<td>3</td>
<td>Amount Separately obligated for Payment</td>
<td>$11,366,000</td>
<td>$25,366,000</td>
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<tr>
<td></td>
<td>for Target Fee:</td>
<td>$1,154,245</td>
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<td>4</td>
<td>Total Amount Allotted and Obligated:</td>
<td>$29,681,110</td>
<td>$15,681,110</td>
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<td>($14,000,000)</td>
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</tr>
<tr>
<td>6</td>
<td>Estimated Period of Performance</td>
<td>31 Oct 03</td>
<td>31 May 04</td>
</tr>
<tr>
<td></td>
<td>the Allotted Amount will cover:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**DELETE**

- Page 13Bi, Modification PO0079
- Page 13D, Modification PO0081
- Page 14, Modification PO0079
- Page 15, Modification PO0084
- Page 21, Modification PO0079
- Page 22, Modification PO0084

**ADD**

- Page 13Bi, Modification PO0085
- Page 13D, Modification PO0085
- Page 14, Modification PO0085
- Page 15, Modification PO0085
- Page 21, Modification PO0085
- Page 22, Modification PO0085
### ACRN: AT
**CUMULATIVE AMOUNT:** $8,960,000  
**ACCT CLASS:** 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  ER3D730200/34KJLE/4K0000  
**ORDER NO:** ER3D730200-01  FUNDED AMT: $1,500,000 (P00070)  
ER3D730200-02  FUNDED AMT: $1,500,000 (P00071)  
ER3D730200-03  FUNDED AMT: $1,500,000 (P00074)  
ER3D730200-04  FUNDED AMT: $1,500,000 (P00077)  
ER3D730200-05  FUNDED AMT: $2,960,000 (P00079)

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

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

### CLIN 0009

(a) **SUBCLIN 0009AA**

### ACRN: AJ
**CUMULATIVE AMOUNT:** $200,000  
**ACCT CLASS:** 5703600 290 4750 674478 28060F 503000 F78100  
**REF:** NACXXX00680104  
**ORDER NO/PRON:** NACXXX00680104-01  
**FUNDED AMT:** $200,000 (P00043)
<table>
<thead>
<tr>
<th>CLIN 0013</th>
<th>MODIFICATION P00085 TO CONTRACT DASG60-98-C-0001 PAGE 13D OF 49 PAGES PREVIOUS: MOD P00081</th>
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</thead>
<tbody>
<tr>
<td>ACRN:</td>
<td>AU</td>
</tr>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$7,970,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLF/4K0000</td>
</tr>
<tr>
<td>ORDER NO.</td>
<td>ER3D730000-01 FUNDED AMT: $775,000 (P00073)</td>
</tr>
<tr>
<td></td>
<td>ER3D730000-02 FUNDED AMT: $4,000,000 (P00073)</td>
</tr>
<tr>
<td></td>
<td>ER3D730000-03 FUNDED AMT: $1,000,000 (P00077)</td>
</tr>
<tr>
<td></td>
<td>ER3D730000-04 FUNDED AMT: $2,195,000 (P00078)</td>
</tr>
<tr>
<td>ACRN:</td>
<td>AX</td>
</tr>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$3,396,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021 ER3D740000/34KJLF/4K0000</td>
</tr>
<tr>
<td>ORDER NO.</td>
<td>ER3D740000-01 FUNDED AMT: $3,396,000 (P00080)</td>
</tr>
<tr>
<td>ACRN:</td>
<td>AZ</td>
</tr>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021 ER4D730100/44KJLF/4K0000</td>
</tr>
<tr>
<td>ORDER NO.</td>
<td>ER4D730100-01 FUNDED AMT: $14,000,000 (P00085)</td>
</tr>
</tbody>
</table>
G-6. **IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS.** The amount of funds estimated to be required for full performance, including fee(s), the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds, the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:
   (1) Amount Required for Full Funding: $437,946
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: $440,100
   (3) Total Amount Allotted and Obligated: $46,453,054
   (4) Net Amount Required for Full Funding: ($2,154)
   (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:
   (1) Amount Required for Full Funding, Including Fee(s): $145,166,476
   (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: $98,713,422
   (3) Amount Separately Obligated for Payment of Target Fee: 
   (4) Total Amount Allotted and Obligated: $46,453,054
   (5) Net Amount Required for Full Funding: $46,453,054
   (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03

c. CLINs 0005 and 0006:
SUBCLIN 0005AA
   (1) Amount Required for Full Funding, Including Fee(s): $164,011,800
   (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
   (3) Amount Separately Obligated for Payment of Target Fee: 
   (4) Total Amount Allotted and Obligated: 
   (5) Net Amount Required for Full Funding: $164,011,800
   (6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)
d. CLINs 0011 and 0012:

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

*NOT-TO-EXCEED (NTE)*

g. CLINs 0013 and 0014:

- Amount Required for Full Funding, Including Fee(s): $41,047,110
- Amount Allotted Under the LOF Clause for Payment of Costs:
- Amount Separately Obligated for Payment of Target Fee:
- Total Amount Allotted and Obligated: $25,366,000
- Net Amount Required for Full Funding: $15,681,110
- Estimated Period of Performance the Allotted Amount Will Cover: 31 May 04

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

- Amount Required for Full Funding, Including Fee(s): $8,323,376
- Amount Allotted Under the LOF Clause for Payment of Costs: $-0-
- Amount Separately Obligated for Payment of Fee: $-0-
- Total Amount Allotted and Obligated: $-0-
- Net Amount Required for Full Funding: $8,323,376
- Estimated Period of Performance the Allotted Amount Will Cover: 8887
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:

<table>
<thead>
<tr>
<th>NATIONAL STOCK NOMENCLATURE</th>
<th>UNIT OF ISSUE</th>
<th>QUANTITY AUTHORIZED AS GFP</th>
</tr>
</thead>
</table>
| 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 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 is obligated for Potential Fee for a total amount of for CLIN 0001.

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

Pursuant to the LIMITATION OF FUNDS clause, the sum of is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 31 May 04. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0013.
It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Current Obligations (Jun 99)</td>
<td>$440,100</td>
</tr>
<tr>
<td>0003</td>
<td>Current Obligations (Oct 99)</td>
<td>$31,431,222</td>
</tr>
<tr>
<td>FY 00</td>
<td></td>
<td>16,0000</td>
</tr>
<tr>
<td>FY 01</td>
<td></td>
<td>17,5000</td>
</tr>
<tr>
<td>FY 02</td>
<td></td>
<td>20,0650</td>
</tr>
<tr>
<td>FY 03</td>
<td></td>
<td>20,0650</td>
</tr>
<tr>
<td>FY 04</td>
<td></td>
<td>20,0650</td>
</tr>
<tr>
<td>FY 05</td>
<td></td>
<td>20,040254</td>
</tr>
<tr>
<td>0005 I</td>
<td>(OPTION I)</td>
<td>TBD</td>
</tr>
<tr>
<td>0007 I</td>
<td>(OPTION II)</td>
<td>TBD</td>
</tr>
<tr>
<td>0009 I</td>
<td>(OPTION III)</td>
<td>TBD</td>
</tr>
<tr>
<td>0011 I</td>
<td>(OPTION IV)</td>
<td>TBD</td>
</tr>
<tr>
<td>0013</td>
<td>Current Obligations (Oct 03)</td>
<td>$4,293,000</td>
</tr>
<tr>
<td>FY 04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 05</td>
<td></td>
<td>$11,388,110</td>
</tr>
<tr>
<td>0015</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

- 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.

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

- 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 SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>FACILITY CODE</th>
<th>CODE 04164</th>
</tr>
</thead>
</table>

### 11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

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

- By completing Items 8 and 13, and returning copies of the amendment.
- By acknowledging receipt of this amendment on each copy of the offer submitted.
- By telegraph which includes a reference to the solicitation and amendment numbers. FIRM UPDATE ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THIS RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If Required)

**See Schedule**

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS.

**IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14**

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

- **B. THE ABOVE AMENDED CONTRACT ORDER MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 41.10(B).**

**THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:***

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

See Schedule.

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**Exception to SF 30**

APPROVED BY GIRM 11-84

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAX (48 CGF) 53.243

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**000890**
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

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

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

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

NOW, THEREFORE, the contract is changed as follows:

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

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

<table>
<thead>
<tr>
<th>CLIN</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled &quot;JLENS Program&quot;, 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.</td>
<td>1</td>
<td>Task</td>
<td>$ 437,946</td>
</tr>
<tr>
<td>0002</td>
<td>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.</td>
<td>1</td>
<td>Lot</td>
<td>Not Separately Priced</td>
</tr>
<tr>
<td>0003</td>
<td>JLENS System: Design, Development, Fabrication, Integration, and Test - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled &quot;JLENS Program&quot;, 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, 145,166,476</td>
<td>1</td>
<td>Task</td>
<td>$ 145,166,476</td>
</tr>
<tr>
<td>CLIN</td>
<td>SUPPLIES OR SERVICES</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------</td>
<td>----------</td>
<td>------</td>
<td>--------------</td>
</tr>
<tr>
<td>0004</td>
<td>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.</td>
<td>1</td>
<td>Lot</td>
<td>Not Separately Priced</td>
</tr>
<tr>
<td>0005</td>
<td>JLENS System Design and Demonstration (SDD) - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled “JLENS Program”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.</td>
<td>Task</td>
<td>$894,000,000 NTE*</td>
<td></td>
</tr>
<tr>
<td>0006</td>
<td>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.</td>
<td>1</td>
<td>Lot</td>
<td>Not Separately Priced</td>
</tr>
</tbody>
</table>

**OPTION II**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0007</td>
<td>SuR: Design, Development, Fabrication, Integration, Test &amp; Demonstration - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled “JLENS Program”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.</td>
<td>1</td>
<td>Task</td>
<td>$185,932,600 NTE*</td>
</tr>
<tr>
<td>0007AA SuR: Design, Development, Fabrication, Integration, Test</td>
<td>1</td>
<td>Task</td>
<td>$1 0,868,600 NTE*</td>
<td></td>
</tr>
<tr>
<td>0007AB Mobile Mooring Station</td>
<td>1</td>
<td>Task</td>
<td>$61,868,600 NTE*</td>
<td></td>
</tr>
<tr>
<td>0007AC Leave Behind Capability including Ground Support Equipment</td>
<td>1</td>
<td>Task</td>
<td>TBD***</td>
<td></td>
</tr>
</tbody>
</table>
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.

0009 OPTION III
Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.

0009AA Level-of-Effort (Includes labor, travel, subcontract) Materials


0010 OPTION IV
Operations & Sustainment - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.

0012 Basic
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.

0013 BASIC
Spiral 1 - COTS - Based System
Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral I", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8,
OPTION V


Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0

See B-15

Level-of-Effort (Includes labor and travel) See B-15 $8,323,376

Materials See B-15 $250,378

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B0010, incorporated herein and attached as set forth in Part III, Section J, hereof.

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

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

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

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

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

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

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

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

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

   e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.
f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

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

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

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

<table>
<thead>
<tr>
<th>MILESTONE EVENT</th>
<th>TIME PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN 0003 – PTIR System</td>
<td></td>
</tr>
<tr>
<td>FP Demo</td>
<td>Second Quarter FY 00</td>
</tr>
<tr>
<td>PTIR Hardware PDR</td>
<td>First Quarter FY 01</td>
</tr>
<tr>
<td>PTIR Hardware CDR</td>
<td>Fourth Quarter FY 01</td>
</tr>
<tr>
<td>Tether CDR</td>
<td>Second Quarter FY 02</td>
</tr>
<tr>
<td>POD TRIMMs Assembled</td>
<td>Fourth Quarter FY 02</td>
</tr>
<tr>
<td>REX Assembled</td>
<td>Second Quarter FY 03</td>
</tr>
<tr>
<td>Tether Test</td>
<td>Second Quarter FY 03</td>
</tr>
<tr>
<td>PTIR SRS Released</td>
<td>Fourth Quarter FY 03</td>
</tr>
<tr>
<td>POM TRIMMs Complete</td>
<td>Third Quarter FY 03</td>
</tr>
<tr>
<td>Master Test Plan (Draft)</td>
<td>Fourth Quarter FY 03</td>
</tr>
</tbody>
</table>

| CLIN 0005                              |                   |
| Logistics Planning Document            | First Quarter FY 04 |
| Tether Test                            | Second Quarter FY 04 |
| Draft Master Test Plan                 | Third Quarter FY 04 |
| SuR Risk Reduction IPR                 | Fourth Quarter FY 04 |
| PTIR Build 1 SRS Released              | Fourth Quarter FY 04 |
| System Requirements Review (SRR)       | First Quarter FY 05 |
| POM TRIMMS Assembled and Tested        | First Quarter FY 05 |
Surveillance Radar (SuR) Risk Reduction Test
System Functional Review
Master Test Plan
Platform PDR (Part 1 System PDR)
Platform CDR
System ICD
Processing Station & CP PDR (Part 2 System PDR)
Mil O & S PDR
System Integration Laboratory (SIL) - Functional Verification Test (FVT)

Precision Track Illumination Radar (PTIR) Complete
Processing Station & CP CDR
System CDR
PTIR #1 FVT Complete
PTIR SIL SIAP Demonstration (LINK 16)
PTIR SIL SIAP Demonstration (Link 16/CEC)
Orbit/SIAP Test (SDD #1) Complete
Deliver Orbit (SDD #1) to Government
Orbit FVT Test (SDD #2) Complete
Deliver Orbit (SDD #2) to Government
Production Readiness Review
Contractor Final Test Report
Processing Station Software (TBM, SMTI, LCR) Build 5 Demo
Log Demo
JTA-A Certification Complete

Third Quarter FY 05
Fourth Quarter FY 05
Fourth Quarter FY 05
First Quarter FY 06
Third Quarter FY 06
Fourth Quarter FY 06
First Quarter FY 07
TBD
Second Quarter FY 07
Third Quarter FY 07 (b)(3)(A)
Fourth Quarter FY 07
First Quarter FY 08
First Quarter FY 08
Second Quarter FY 08
Fourth Quarter FY 08
First Quarter FY 09
First Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Third Quarter FY 09
TBD
First Quarter FY 10

CLIN 0007

SUBCLIN 0007AA - SuR
SuR Preliminary Design Review
SuR Critical Design Review
SIAP Demonstration
SuR Delivery
SUBCLIN 0007AB - SuR
Mobile Mooring Station Delivery
SUBCLIN 0007AC - SuR
Leave Behind Capability Including GSE
SUBCLIN 0007AD - PDRR
SuR Launch and Recovery
CLIN 0011
Deliver Final Report

CLIN 0013 - Spiral 1
System Requirements Review
System Functional Review
Spiral 1 Radar IPR
Platform IPR
Communication Payload IPR
Processing Station IPR
SIL Demonstration
Spiral 1 Radar FVT
Spiral 1 Platform FVT
Integration Testing
RS-05 Spiral 1 Capability Demonstration
RS-05 Test Report

Third Quarter FY 05
Second Quarter FY 06
First Quarter FY 08
Fourth Quarter FY 08
Fourth Quarter FY 08
Fourth Quarter FY 08
Fourth Quarter FY 08
Fourth Quarter FY 05
Twenty-four Months after exercise of Option
Second Quarter FY 03
Third Quarter FY 03
Fourth Quarter FY 03
First Quarter FY 04
Second Quarter FY 04
Third Quarter FY 04
Fourth Quarter FY 04
First Quarter FY 05
First Quarter FY 05
Second Quarter FY 05
Third Quarter FY 05
Fourth Quarter FY 05
a. Paragraph G-5, Accounting and Appropriation Data, CLIN 0005 is revised to add the following:

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BA</th>
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<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$14,000,000</td>
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<tr>
<td>ACCT CLASS:</td>
<td>214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021</td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>ER4D731500-01</td>
</tr>
<tr>
<td>FUNDED AMT:</td>
<td>$14,000,000 (P00086)</td>
</tr>
</tbody>
</table>

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

G-9. DCMA FACILITIES

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

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

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

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

<table>
<thead>
<tr>
<th>OPTION</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLINs 0007 and 0008 (Option II)</td>
<td></td>
</tr>
<tr>
<td>0007AA</td>
<td>NLT 30 Aug 04</td>
</tr>
<tr>
<td>0007AB</td>
<td>NT 30 Aug 05</td>
</tr>
<tr>
<td>0007AC</td>
<td>NLT 30 Jun 06</td>
</tr>
<tr>
<td>0007AD</td>
<td>NLT 1 Dec 05</td>
</tr>
<tr>
<td>CLINs 0009 and 0010 (Option III)</td>
<td>NLT 30 Sep 05</td>
</tr>
<tr>
<td>CLINs 0011 and 0012 (Option IV)</td>
<td>NLT 30 Dec 07</td>
</tr>
</tbody>
</table>

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.

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

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

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

<table>
<thead>
<tr>
<th>CLIN 0005</th>
<th>AMOUNT</th>
<th>CUMULATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDB</td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>PLANNED DATE OF FUNDING</th>
<th>AMOUNT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>TDB</td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>


c. Paragraph H-17, will be added to the contract upon definitization of this change order as follows:

H-17. CONTRACTOR'S ORGANIZATION AND RELATIONSHIP WITH OTHER CRUISE MISSILE DEFENSE SYSTEM OF SYSTEMS CONTRACTORS AND GOVERNMENT PROGRAMS

The government is engaged in the development of an integrated cruise missile defense conducted under the auspices of the Program Executive Officer, Air, Space and Missile Defense. Achievement of the effort involves bringing together in a System of Systems, programs that have been independently pursued. This provision provides a mechanism for an alliance of the participants in the programs, at present and the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), to further interoperability and capability leveraging. To assist in the implementation of these broad objectives, the contractor will establish associate agreements between the above three program participants. Agreements shall also be established with support contractors as identified by the government.

The contractor shall maintain technical liaison with the suite of contractors in the alliance governed by associate agreements. Technical Direction will be used to identify the full complement of contractors. The associate agreements will accomplish the following:

1. Coordinate and exchange information reflecting the technical objectives of the systems and promote understanding of both technical interfaces and assure meaningful technical contribution to the system of systems within established specifications and designs.

2. Add to the value of each system by assuring interoperability in combat roles is a product of the respective efforts.

3. Determine how to share technical information in a manner which assures that the best of the capabilities of the developing systems are understood and leveraged by each system member to the benefit of all.

4. Provide for the exchange and safeguarding of proprietary information and date to include provisions to protect proprietary information from unauthorized disclosure. The agreements shall hold the Government harmless from unauthorized disclosure by the parties of proprietary information or data.

The contractor agrees to insert conforming provisions in all subcontracts which require access to proprietary information or data and require participation in interchanges implementing this provision.

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

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $14,000,000 dollars.
(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $14,000,000 dollars.

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

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
<th># OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of Work SW-JLENS-16-97, “JLENS Program,” Rev 6</td>
<td>21 Oct 03</td>
<td>14</td>
</tr>
<tr>
<td>Contract Data Requirements List (DD Form 1423)</td>
<td>17 Oct 03</td>
<td>28</td>
</tr>
<tr>
<td>Data Item Nos. A001 through A028</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Requirements Document, subject: JLENS</td>
<td>29 Oct 03</td>
<td>78</td>
</tr>
<tr>
<td>Performance Specification (JPS) (J), (includes Appendices A through G, 48 pages)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnished</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b)(7)(E) attached hereto by reference and previously

Government Furnished Equipment, GFP, and GFS – Spiral 2  | TBD    | None       |

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

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

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

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

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

9. Slipsheet pages to the contract will be provided upon definitization of the change order.
PROGRAM EXECUTIVE OFFICE FOR AIR SPACE AND MISSILE DEFENSE
JOINT LAND ATTACK CRUISE MISSILE
DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS) PROJECT OFFICE

JLENS PROGRAM

SW-JLENS-16-97
DASG60-98-C-0001
CLINS 0003, 0005, 0007, 0009, 0011

STATEMENT OF WORK

21 Oct 03
Rev 6
1.0 INTRODUCTION

1.1 Objectives

The primary objective of the JLENS program is to provide an OTH LACM defense capability to the warfighter to defend CM's at extended ranges. The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, and 2) design, development, fabrication, integration, test, and operations and maintenance of systems that meet the JLENS performance requirements, and (3) provide an operationally capable system. (3,5,7,9,11)

1.2 Scope

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification - Spiral 1 (JPSS1), and JLENS Performance Specification - Spiral 2 (JPSS2). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Integration, Test and fielding; and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, operate, and deliver systems that meet the requirements of this SOW and the Performance Specifications. (3,5,7,9,11)

1.3 Integrated Product Teams (IPTs)

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

2.0 PROGRAM MANAGEMENT

2.1 General

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

2.2 Meetings and Reviews - Contractor Internal

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

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

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

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

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

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

2.6 **Cost Reporting**

2.6.1 **Funds Manhour Expenditure Report**

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

2.6.2 **Cost Reporting**

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. The contractor shall conduct an Integrated Baseline Review (IBR) (CDRL A001 and A004). This shall include an earned value management control process that provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. The contractor shall flow down earned value management and appropriate reporting requirements to major subcontractors which, based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The Format 5 variance analysis shall explain the cost and schedule variances.
exceeding ±10% for JPSS 2. The contractor shall provide variance analysis for all WBS elements experiencing a ±5% variance at completion. Variance analysis shall detail the cause, impact and corrective action. (3,5,7)

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

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

2.7 Data Management
The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as requested by the government. The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval. All contractual data items shall be delivered in electronic format on permitted media. (3,5,7,9,11)

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

3.1 General

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

3.2 System Engineering Requirements Allocation

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

3.3 System Analyses

The contractor shall conduct performance analyses to support the system designs IAW the requirements of performance specification.
and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (3,5,7)

3.4 Hardware

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

3.5 Software

3.5.1 Reuse

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

3.5.2 Software Engineering Environment (SEE)

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

3.5.3 Software Development

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs (CDRL A024). The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS software. The contractor shall document the design decisions, algorithm descriptions, and the architectural and interface design for each Software Requirements Specification. The contractor shall document the detailed design and requirements traceability for each software unit in a Software Requirements Specifications. (CDRL A009) (3,5,7)

000906
3.5.4 **Software Testing**

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

3.5.5 **Software Version**

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

3.5.6 **Corrective Action**

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

3.5.6.1 **Hardware and Software**

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

3.5.7 **Management Indicators**

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

3.6 **Deleted**

3.7 **Interface Management and Integration**

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

3.8 **Safety**

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

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

3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, and operational exercise demonstrations. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the performance specifications. These models and simulations shall be configured to operate both individually and collectively. (CDRL A013) (3,5,7,9)

3.9.2 System Integration Laboratory (SIL)

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

3.10 Technical Reviews and Meetings

3.10.1 Design Reviews (DRs)

Using the government approved path to DRs, the contractor shall conduct DRs that meet requirements for system preliminary design review and system critical design review at the contractor’s facilities. For Spiral 2 - JPSS2 the contractor shall conduct a formal System PDR and CDR, in addition to PDRs and CDRs for all Prime Items, which have not previously completed a successful PDR and CDR. The Prime Items (PIs) for which PDRs and CDRs shall be conducted include the aerostat, mobile mooring station, surveillance radar, processing station, communications payload and fire control radar (software only). The System PDR and CDR may be sequential, and/or conducted jointly with Prime Items PDRs and CDRs, to include all system of system aspects associated with the PIs under review. If a sequential approach to system PDR or CDR is selected, the final sequential PDR or CDR shall include a summary of previous sequential reviews and address system design integration of all prime items. (CDRL A014)(3,5,7)
3.10.1.1 DR Entrance Criteria

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

3.10.1.2 DR Exit Criteria

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

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

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

5.0 TEST AND EVALUATION

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

5.2 Test Plans, Reports, and Reviews
The contractor shall prepare and submit test plans for the system, each prime item, and critical items (CDRL A015). The system test plan shall be known as the Master Test Plan (MTP) and shall address the entire test program including performance and integration testing, and field exercises at the contract/subcontractor facilities and at government test sites. The contractor shall prepare and submit a test report for each test for which a test plan is prepared. The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system test/demonstrations. The government will be the approval authority for all TRRs. (CDRL A016, A017) (3,5,7,9)
5.3 Component and Subsystem Testing
The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans (CDRL A015 and A026). (3,5,7)

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

5.5 System Tests/Demonstrations
The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSS1 and JPSS2 to include both internal and external interfaces. The contractor shall support the use of planned government events such as Roving Sands and JCIET where possible to demonstrate incremental and full system capability. System tests/demonstrations are system level tests/demonstrations of the technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. System tests/demonstrations shall include participation with surface fire units in simulated engagements and live system Testing shall be conducted IAW approved test plans. (3,5,7,9)

5.6 Government Test Support
The contractor shall support the government in the conduct of JLENS government tests. The contractor shall be responsible for providing test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. All testing shall be preceded by test readiness reviews (TRRs). Government testing includes engineering tests and tests involving the use of soldier personnel. The contractor shall assist the government with planning, collection, reduction, analysis, and reporting of test data. These tests may be conducted concurrently with contractor tests. (3,5,7,9,11)
6.0  SPECIALTY ENGINEERING

6.1  Logistics

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

6.1.1  Integrated Support Plan (ISP)

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

6.1.2  Readiness

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

6.1.3  Status Reporting

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

6.1.4  

(b)(3)(A) (i)&Title 10 Sec 130 (a) (b)
6.1.5 Logistics Information Data Base

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

6.1.6 Training

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

6.2 Product Assurance

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

6.3 Environmental Management

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

6.4 Configuration Management

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

7.0 OPERATIONS SECURITY

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

The contractor shall operate and provide total contractor logistic support of the JLENS system on 1/8/5 basis at McGregor Test Range, NM. The contractor shall be responsible for all aspects of operating, maintaining, repairing, site security and supporting the JLENS system 24/7 basis. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training.

The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operation and Sustainment Approach". The contractor shall report operation and sustainment activities. (CDRL A001)(11)
**CONTRACT DATA REQUIREMENTS LIST**

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that (under the Freedom of Information Act, 5 U.S.C. 552(a)), a statistical or a survey component has no authorization for a record to be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the COTR No. listed in Block 16.

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**D. SYSTEM/ITEM**

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**E. CONTRACT/PR NO.**

| DASG60-98-C-0001 |

**F. CONTRACTOR**

| Raytheon |

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**16. REMARKS**

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

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

Specifically address, but not limited to, the following:

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

Other Topics

- PMR: Project Manager Reviews shall be conducted at the request of the government. The contractor will utilize video teleconference (VTC) to the maximum extent possible to conduct PMRs.
- IPT: IPT presentation material, including minutes and action items, shall be submitted.
- JTA-compliance TIMS will be held at the request of the government. VTCs will be used to the maximum extent possible.

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

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

Submit the minutes and list of attendees of each meeting within 5 working days after meeting completion. The minutes shall include action items (contractor and government), the person responsible, and required completion date.

Contractor format acceptable. Approval: G10/C10

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

**17. PRICE GROUP**

**18. ESTIMATED TOTAL PRICE**

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**DD FORM 1423-1, FEB 2001**

PREVIOUS EDITION MAY BE USED.

Page 1 of 28 Pages

(b)(6)
## CONTRACT DATA REQUIREMENTS LIST

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| DASG60-98-C-0001 |

### F. CONTRACTOR

| Raytheon |

### 4. AUTHORITY (Data Acquisition Document No)

| DI-MISC-81183A |

### 5. CONTRACT REFERENCE

| SOW Para 2.4, 2.5 |

### 6. REQUIRING OFFICE

| SPAE-ASMD-JLN |

### 7. DD 250 REF LT

| Bkl 16 |

### 9. DIST STATEMENT REQUIRED

| Bkl 16 |

### 10. FREQUENCY

| Bkl 16 |

### 11. AS OF DATE

| Bkl 16 |

### 12. DATE OF FIRST SUBMISSION

| 30 DAC MOD |

### 13. DATE OF SUBSEQUENT SUBMISSION

| Bkl 16 |

### 14. DISTRIBUTION

| Draft |

### 15. TOTAL

### 16. REMARKS

Submit MIPS 30 DAC change orders or all modifications. The MIPS and CBWS shall be developed to the lowest level at which work is performed. Submit changes as required to maintain current.

Contractor format acceptable. Approval G15/C15

The MIPS and the individual IPT schedules shall be in contractor format utilizing existing contractor IPT schedules. The MIPS and individual IPT schedules shall be furnished to the government monthly with the CPR/CSSR Report.

The MIPS shall be resourced to the lowest level at which work is performed.

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

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**DD FORM 1423-1, FEB 2001**

**PREVIOUS EDITION MAY BE USED.**
## CONTRACT DATA REQUIREMENTS LIST

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Submit concurrent with CPR/CSSR. Columns 2-10 of Blocks 12, 13, and 14 will be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This will be followed by a projection for remaining months by FY. Reporting will be at Level 1.

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

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Suite 1205, 700 Ross Avenue, Dallas, TX 75202-8000. Comments should be submitted within 30 days of this notice.

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**E. CONTRACT/PR NO.**

| DASG60-98-C-0001 |

**F. CONTRACTOR**

| Raytheon |

**G. PREPARED BY**

| 17 Oct 03 |

**H. DATE**

| 17 Oct 03 |

**I. APPROVED BY**

| 000918 |

**J. DATE**

| 17 Oct 03 |

**10. FREQUENCY**

| Monthly |

**11. AS OF DATE**

| Blk 16 |

**12. DATE OF FIRST SUBMISSION**

| Blk 16 |

**13. DATE OF SUBSEQUENT SUBMISSION**

| Blk 16 |

Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.4). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance. In accordance with paragraph 9.A.2, all CPRs shall be submitted in ANSI X12 electronic format and compatible with WINSIGHT.

Reference Paragraph 7.6.1 - To maintain necessary visibility the CPR will report via the WBS structure. Data will be reported at WBS level 5.

Reference paragraph 7.6.3 - At a minimum, variance analysis should be provided for the top 5 current and cumulative cost and schedule variances that are >9%.

Contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. Additionally, in accordance with paragraph 10.2.6.3.2.3, the government may periodically select additional variance analyses after review of the CPR. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. Contractor format is acceptable. Item 12: 20 calendar days after close of first full accounting month after contract award.

Lower level reporting shall be performed on an as required basis.

* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
The contractor shall develop and maintain a current program cost estimate (PCE) on the total life cycle cost for the JLENS Spiral 2, accelerated program. The cost estimate will be based on and structured in accordance with the approved Contract Work Breakdown Structure (CWBS). Cost will be collected at the lowest level of the CWBS and maintained in a current database for reporting purposes. When the JLENS Project Office is not acting in a short suspense mode to higher headquarters, the contractor shall submit the PCE on the total program on an as required basis within 30 days of the request. However, in consideration of JLENS Project Office requirement to respond to higher headquarters in a short suspense environment, the contractor shall respond to telephone or email requests within the time frame identified by the requestor (often within a two-hour to 24-hour time frame).

The contractor format acceptable.

The contractor shall notify the addressee at the email address in block 14 when the PCE information is placed in electronic server, unless it was identified as a short suspense item at the time of the request. For short suspense items, the contractor shall provide the information directly to the requester or their designee by telephone, email, or fax within the time frame identified at the time of the request. Letter of transmittal must be signed electronically.
**CONTRACT DATA REQUIREMENTS LIST**

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D. SYSTEM ITEM

| A006 | Data Accession List | Internal Data |

E. CONTRACT/PR NO.

DASG6-98-C-0001

F. CONTRACTOR

Raytheon

6. REQUIRING OFFICE

SFAE-ASMD-JLN

7. DD 250 REG LT

DI-MGMT-81453

8. APP CODE

N/A

9. DIST STATEMENT REQUIRED

Statement Required

10. FREQUENCY

As Required

11. AS OF DATE

Bk 16

12. DATE OF FIRST SUBMISSION

50 DAC MOD

13. DATE OF SUBSEQUENT SUBMISSION

N/A

14. DISTRIBUTION

Draft

Final

15. TOTAL

No.

(\(\psi\))

**REMARKS**

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

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

Contractor shall provide a copy of any data generated under this contract at the cost for reproduction only.

Contractor format acceptable.

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

**PREVIOUS EDITION MAY BE USED.**
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A. CONTRACT LINE ITEM NO. 4, 6, 8.
B. EXHIBIT A
C. CATEGORY: TM
D. SYSTEM/ITEM JLENS
E. CONTRACT/PR NO. DASG60-98-C-0001
F. CONTRACTOR Raytheon

1. DATA ITEM NO. A007
2. TITLE OF DATA ITEM Design Specification
3. SUBTITLE Specification Tree
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-81344
5. CONTRACT REFERENCE SOW Para 3.2
6. REQUIRING OFFICE SFAE-ASMD-JLN

7. DO 200 REQUIRED
   LT Statement Required
8. APP CODE N/A

9. DIST STATEMENT REQUIRED Blk 16
10. FREQUENCY Blk 16
11. AS OF DATE Blk 16
12. DATE OF FIRST SUBMISSION Blk 16
13. DATE OF SUBSEQUENT SUBMISSION Blk 16

Submit Specification Tree 60 days prior to DR(s).

Subsequent submissions as required.

Approval: G30/C30.

Contractor format acceptable.

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<td>Update submissions shall be at DR(s). The updates shall be submitted as change pages to the basic document.</td>
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The design notebook shall be based on material provided in the proposal. The notebook shall consist of two volumes. Volume I shall contain the key analyses and tradeoff studies conducted to support requirements allocation, design, and design tradeoffs. Volume II shall contain a description of the system architecture that is being developed and fabricated. The description shall be provided in terms of visual descriptions, performance estimates, and physical properties.

Contractor format acceptable.

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

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Page 8 of 28 Pages
# Contract Data Requirements List

**Title:** Performance Specifications Documents  
**Subtitle:** Hardware/Software Specifications  
**Category:** Other  
**System/Item No.:** JLENS  
**Contract/PR No.:** DASG60-98-C-0001  
**Contractor:** Raytheon

**Data Item No.:** A009  
**Frequency:** Bi-L  
**Date of First Submission:** Blk 16

**Remarks:**  
Submit performance specifications 60 days prior to DR(s).  
Subsequent submissions as required.  
Approval: G30/C30.  
Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

---

**Prepared By:**  
**Date:** 17 Oct 03  
**Approved By:**  
**Date:** 17 Oct 03
### CONTRACT DATA REQUIREMENTS LIST

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<td>Submit the ICD 60 days prior to the DR(s). Approval: G30/C30. Contractor format acceptable. * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.</td>
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DD FORM 1423 1, FEB 2001
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**D. SYSTEM/ITEM**

- JLENS: Software Development Plan

**E. CONTRACT/PR NO.**

- DASG60-98-C-0001

**F. CONTRACTOR**

- Raytheon

**1. DATA ITEM NO.**

- A011

**2. TITLE OF DATA ITEM**

- Software Development Plan

**3. SUBTITLE**

- DI-IPSC-81427A

**4. AUTHORITY (Data Acquisition Document No.)**

- SOW Para 3.5.3

**5. CONTRACT REFERENCE**

- SFAE-ASMD-JLN

**6. REQUIRING OFFICE**

- SFAE-ASMD-JLN

**7. DD 250 RQ LT**

- Statement Required

**8. APP CODE**

- A

**9. DIST STATEMENT REQUIRED**

- 60 DAC MOD

**10. FREQUENCY**

- As Required

**11. AS OF DATE**

- 60 days after restructure modification and 60 days prior to each DR(s). Subsequent submissions as required. Contents of software development plan shall be IAW DID.

**12. DATE OF FIRST SUBMISSION**

- Approval: G30/C30.

**13. DATE OF SUBSEQUENT SUBMISSION**

- Contractor format acceptable.

**14. DISTRIBUTION**

- Draft: Final

**15. TOTAL**

- (b)(4)

**16. REMARKS**

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

**PREPARED BY**

- 17 Oct 03

**H. DATE**

- 17 Oct 03

**I. APPROVED BY**

- 17 Oct 03

**J. DATE**

- 17 Oct 03

**ND FORM 1423-1 FFR 2001**

**PREVIOUS EDITION MAY BE USED.**

Page 11 of 28 Pages
The Safety Assessment Report shall be provided as follows: 30 days prior to DR (G15 Days/C15 Days) and 60 days prior to the start of testing (G30 Days/C30 Days).

Updated 60 days prior to testing of different configuration. G30 Days/C30 Days.

Final submittal at end of contract.

Contractor format acceptable.

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

Engr M&S results shall be provided for review at DR(s).

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

See Appendix K of the Program Security Guide for security test plan outline.

Submit draft Test Plans for system tests/demonstrations, subsystem, prime item, critical item (component), and integration test 60 days prior to each test. Submit final test plan NLT 30 days prior to each test. Subsystems are the Fire Control Subsystem and Surveillance Subsystem.

Provide detailed test plans for subsystem/system level tests/demonstrations (including software, integration, and interface testing).

** Provide detailed test plans for prime item level (radar(s), processing station, platform, communications) including software, integration, and interface testing.

Provide detailed test plans for critical items/components including software, operation, and interface testing for each category below:

A. Radar(s): [redacted]

B. Processing Station: Operations: [redacted]

C. Platform: [redacted]

Approval: G15/C10.

** The MTP only applies to the contractor test program. The Government shall conduct the Government DT&E and OT&E program. The MTP shall be IAW the Government program schedule. The draft MTP is due 6 MAC (approval: G30/C30). MTP is due 18 MAC (approval: G30/C30). Update as required.

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

** Not applicable to Spiral 1.
### CONTRACT DATA REQUIREMENTS LIST

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<th>Reg</th>
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15. REMARKS

- Quick Look Reports due 48 hours after each test. Quick Look Reports not to exceed 3 pages.
- Interim Test Reports due 30 days after test.
- Final Report due 60 days after completion of contractor conducted testing.
- Approval: G30/C30.
- Contractor format acceptable.
- Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
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**Remarks:**

Contractor Test Readiness Reviews (TRR)

**Agenda:** Submit 25 Days prior to scheduled review.

**Approval:** NLT 10 days following receipt of agenda.

**Minutes:** Submit one copy of minutes (including approval sheet) NLT 10 days after review. Approval: G15/C10.

**The Government shall conduct the TRRs prior to Government testing. The Contractor shall support the Government TRRs as required.**

**Readiness Reporting:** A written report shall be submitted within five (5) working days of a major downing event. The report shall define the problem, when, where, and how it occurred, actions that were taken immediately, who was notified and the actions that were taken to correct the problem and to prevent occurrences.

**Contractor format acceptable.**

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

This public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to any aspect of the collection of information, including suggestions for reducing this burden, to the Department of Defense, Washington Headquarters Services, Directorate for Operations and Logistics, Operations and Logistics Information Office, 700 Robbins Road, Suite 100, Arlington, VA 22202-5810. Respondents should be aware that furnishing any other provision of law, an agency shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. These DO NOT RETURN your form to the above address. Send completed forms to the Government issuing Contracting Officer for the above listed contract.

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

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15. REMARKS

Subsequent submission as directed by the JLENS PO Logistic WIPT, but not more than quarterly.

The integrated support plan (ISP) and including logistics events schedules (PTHR and SR) shall include:

A. Maintenance plan for the JLENS system.

B. Supply support plan for the JLENS system.

C. Equipment support plan for the JLENS system.

D. MANPRINT management plan for the JLENS system. Include specific information concerning the analysis and handling of MANPRINT issues.

E. Training plan for the JLENS system.

F. Deployment plan for the JLENS system. Include specific information concerning resources required to deploy systems to include load plan.

Approval: G30/C30.

Contractor format acceptable.

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**AUTHORITY** (Data Acquisition Document No.)

DI-MGMT-81398

**CONTRACT REFERENCE**

SOW Para 6.3

**REQUIRING OFFICE**

SFAE-ASMD-ILN

**16. REMARKS**


- The Contractor shall request approval to use substances identified in the EPA 17 - list (available at http://www.epa.gov/opptintr/3350/33finbLhtm) only if there is no other viable material.

- The Contractor shall not use any Class I Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS) (identified at http://www.epa.gov/ozone/ods.html) in the manufacture of items required by this SOW, unless a waiver is obtained from the Government.

- The Contractor shall provide, electronically, and through the IPT process, intermediate notification of any proposed hazardous material mitigation/elimination efforts that may adversely impact schedules and/or cost, or performance.

* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
The previously approved OPSEC Plan submitted under the concept definition contract shall be revised to reflect the present program.

Maintain current to reflect major program changes.

Approval: G30/C30.

* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.
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2. **TITLE OF DATA ITEM**
   - Funds Manhour Expenditure Report (FMER)

3. **AUTHORITY (Data Acquisition Document No.)**
   - DI-FNCL-80331

4. **CONTRACT REFERENCE**
   - SOW Para. 2.6.1

5. **REQUIREING OFFICE**
   - SFAE-ASMD-JLN

6. **DATE OF FIRST SUBMISSION**
   - Not specified

7. **FREQUENCY**
   - Monthly

8. **AS OF DATE**
   - Not specified

9. **ADRESSEE**
   - Not specified

10. **DISTRIBUTION**
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11. **PRICE GROUP**
    - Not specified

12. **TOTAL**
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13. **ESTIMATED TOTAL PRICE**
    - Not specified

**REMARKS**

Item 12: 20 Calendar days after close of accounting month after contract award.

Item 13: 20 days after close of accounting month.

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

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

**PREPARED BY**
- H. DATE: 17 Oct 03
- I. APPROVED BY: 2009 34
- J. DATE: 17 Oct 03
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Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference para. 7.6). Subsequent submissions shall be 15 calendar days after the close of each accounting month throughout the period of performance.

Reference para. 10.4.1 - maintain necessary visibility data reported will be separated on the C/SSR via the WBS structure. Data will be reported to critical item level. Lower level reporting may be required based upon risk and will be determined at the IBR.

Reference Para. 7.7.1 - a minimum variance analysis should be provided for all WBS elements experiencing a +/- 5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact.

Contractor format is acceptable.

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# CONTRACT DATA REQUIREMENTS LIST

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### CONTRACT DATA REQUIREMENTS LIST

A. CONTRACT LINE ITEM NO.
   4, 6, 8

B. EXHIBIT
   A

C. CATEGORY:
   TOP

D. SYSTEM/ITEM
   JLENS

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

F. CONTRACTOR
   Raytheon

G. PREPARED BY
   (b)(6)

H. DATE
   17 Oct 03

I. APPROVED BY
   (b)(6)

J. DATE
   17 Oct 03

**16. REMARKS**

The IDD and subsequent updates shall be provided 6 months prior to delivery of each delivery of tactical software.

Contractor Format Acceptable.

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

**A. Contract Line Item No.**

| Line Item No. | 4, 6, 8, 10, 12, 14, 16 |

**B. Exhibit**

| Exhibit | JLENS |

**C. Category:**

| Category | TOP | TM | OTHER |

**D. System/Item**

| Item No. | A025 |

**E. Contract/PR No.**

| DASG60-98-C-0001 |

**F. Contractor**

| Raytheon |

**G. Authority (Data Acquisition Document No.)**

| DI-MISC-81397 |

**H. Contract Reference**

| SOW Para 6.3 |

**I. Requiring Office**

| SFAF-ASMD-JLN |

**J. Contract Line Item No.**

| 4, 6, 8, 10, 12, 14, 16 |

**K. Title of Data Item**

| Hazardous Materials Management Program Report |

**L. Subtitle**

| Hazardous Materials Management Program Report |

**M. Frequency**

| Annually |

**N. Date of First Submission**

| 6 MAC |

**O. As of Date**

| 6 MAC |

**P. Date of Subsequent Submission**

| 6 MAC |

**Q. Remarks**


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

**R. Prepared By**

| 17 Oct 03 |

**S. Approved By**

| 17 Oct 03 |

**T. Date**

| 17 Oct 03 |
## CONTRACT DATA REQUIREMENTS LIST

**DASG60-98-C-0001**  Modification P00086

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding that burden estimate to any part of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Operations, and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that anyone who subscribes to any portion of information it is subject to, any person for failing to complete a collection of information it is subject to, or for otherwise violating the Paperwork Reduction Act shall be subject to civil penalties which may include fines not to exceed $11,000 for each violation.$

**A. CONTRACT LINE ITEM NO.**

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**J. DATE**

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### 16. REMARKS

**Content:**

Source-code builds of tactical software shall be delivered 30 days prior to design review. All interim releases or software capability builds of the software shall be delivered upon release. Software deliveries shall include all associated documentations and shall be under an approved CM plan.

**Media:**

The specific media on which software and documentations shall be furnished (9-track, DVD, CD, magnetic tape, 8 mm tapes, floppy disks, and team drops).

* Notify addressee at e-mail address in block 14 when deliverable is placed in server. Letter of transmittal must be signed electronically.
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**Media:** The specific media on which software and documentation shall be finished (9 track, DVD, CD, magnetic tape, 8 mm tapes, floppy disks, and team drops).
**CONTRACT DATA REQUIREMENTS LIST**

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**E. CONTRACT/PR NO.**

DASG60-98-C-0001

**F. CONTRACTOR**

Raytheon

**G. PREPARED BY**

DD FORM 1423-1. FFB 2001

**H. DATE**

17 Oct 03

**I. APPROVED BY**

00941

**J. DATE**

17 Oct 03

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

29 October 2003
JOINT LAND ATTACK CRUISE MISSILE DEFENSE
ELEVATED NETTED SENSOR SYSTEM

SPECIAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL FOR
CLIN 0005
CONTRACT DASG60-98-C-0001
ACCELERATED CRUISE MISSILE DEFENSE

A. INTRODUCTION:

1. The Program Executive Office, Air, Space and Missile Defense (PEO, ASMD)
   Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Project
   Office plans to restructure the current JLENS contract, Number DASG60-98-C-0001; Contract
   Line Item Numbers (CLINs) 0003 and 0005 into CLIN 0005 to procure two complete JLENS
   System Development and Demonstration (SDD) systems, less the Surveillance Radar, pursuant
   to Statement of Work, SW-JLENS 16-97 Revision 6, dated 21 Oct 03, and Joint Land Attack
   Cruise Missile Defense Elevated Netted Sensor System (JLENS) performance Specification –
   Spiral 2 Fire Control System, dated 29 Oct 03. Proposal Instructions is for revised CLIN 0005
   only. Acquisition of the Surveillance Radar will be via a follow-on acquisition.

2. The JLENS program is utilizing a system of systems approach whereas each
   JLENS SDD system consists of one elevated fire control system and one wide-area surveillance
   system capable of operating independently and autonomously and/or together as a JLENS system.

B. OVERVIEW:

1. The contractor shall propose the costs for 14 prime items and Surveillance Radar
   risk reduction in this change order. The prime items are as follows:

   a. Two fire control radars
   b. Four processing stations
   c. Four aerostats platforms inclusive of the tethers and mobile mooring stations of
      identical design
   d. Four communication payloads

2. The proposal shall also include effort for the following:

   a. Trained personnel, equipment, supplies, tools, materials, helium, payload, on-
      site security, and associated equipment and services required to operate and maintain the
      systems. The contractor shall provide qualified Flight Directors for tests/demonstrations
      and normal flight operations. Support to tests/demonstrations/normal flight operations
      include the relocation and shipment of the hardware and support equipment to the
exercise site, operations and maintenance of the System and system during the
tests/demonstrations/normal flight operations.

b. The Contractor shall make maximum use of the items in the Government
inventory to test, to be components of, to operate, and to maintain the system. The
government plans to provide the contractor access to the government supply system IAW
AR 725-50. The contractor should make maximum use of the government maintenance
and supply system, if it is advantageous to the government, to order spares/repair parts
for the repair and maintenance of common items. The GFP list for CLIN 0005 is
provided with the change order.

c. The contractor shall, as part of the proposal, identify all equipment (vehicles,
generators, forklifts, converters, test equipment, cranes, helium trailers, etc) required to
operate and maintain the systems. The contractor shall provide items if not already in the
government inventory.

d. The contractor shall, as part of the proposal, provide a list of these items that
includes item nomenclature, item description, model number, justification of need,
frequency of use, date required, and procurement cost of each item.

e. PEO ASMD requests the contractor develop a CWBS in accordance with the
WBS depicted in Figure 2.2.7-1.
f. The modification resulting from this change order is anticipated to be the same cost reimbursement plus incentive fee arrangement as is currently in the contract. The revised contract milestones are listed below with a performance end date of 31 July 2010.

CLIN 0005

Logistics Planning Document
Tether Test
Draft Master Test Plan
SuR Risk Reduction IPR
PTIR Build 1 SRS Released
System Requirements Review (SRR)
POM TRIMMS Assembled & Tested
Surveillance Radar (SuR) Risk Reduction Test
System Functional Review
Master Test Plan
Platform PDR (Part 1 System PDR)
Platform CDR
System ICD
Processing Station & CP PDR (Part 2 System PDR)
Mil O & S PDR
System Integration Laboratory (SIL) Functional Verification Test (FVT)

Precision Track Illumination Radar (PTIR) Complete
Processing Station & CP CDR
System CDR
PTIR #1 FVT Complete
PTIR SIL SIAP Demonstration (LINK 16)
PTIR SIL SIAP Demonstration (Link 16/CEC)
Orbit/SIAP Test (SDD #1) Complete
Deliver Orbit (SDD #1) to Government
Orbit FVT Test (SDD #2) Complete
Deliver Orbit (SDD #2) to Government
Production Readiness Review
Contractor Final Test Report
Processing Station Software (TBM, SMTI, LCR) Build 5 Demonstration
Log Demo
JTA-A Certification Complete

CLIN 0007, Not Exercised/Informational Only.
SuR PDR
SuR CDR
SuR SIL SIAP Demonstration (Link 16/CEC)
C. SUBMISSION OF PROPOSALS: In addition to copies required in paragraph below entitled "General", your response to this change order shall be submitted one (1) copy of the cost and technical proposals, and Representations, Certifications, and Other Statements of Contractors, to both your cognizant DCAA Auditor and Administrative Contracting Officer.

D. GENERAL:

1. The address for proposal submission is as follows:

U.S. Army Space and Missile Defense Command

Huntsville, Alabama 35805-1990

2. For purposes of this request for proposal (RFP), a page is defined as one side of standard 8 1/2" x 11" paper, 12-pitch or equivalent, proportional spacing permissible, "newspaper copy type" style (two column) permissible, one inch margin all sides, single spaced. Any charts or graphs, 8-pitch or equivalent is permissible, must be clearly legible. Foldouts are permissible; however, each 8 1/2 x 11 fold will count as a page. All pages shall be numbered. Print both sides of paper (head to head). Proposal volumes and appendices are to have soft covers (i.e., card stock), be spiral or comb bound, be sized to stand on edge in a standard Government security safe drawer (maximum 10.25" high and 16" wide) and allow the drawer to close without requiring the document to lay down. Confine discussion of material contained in each appendix to the subject of the appendix.

3. In each proposal volume, a single cross-reference table to the statement of work (SOW) is required.

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<tr>
<th>Volume</th>
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<td>General</td>
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<td>Volume II</td>
<td>Technical Appendix A – Submission of Approaches</td>
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<td>Volume II</td>
<td>Cost</td>
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(b)(3)(A) (i) & Title 10 Sec 130 (a)(b)
E. VOLUME DESCRIPTIONS

1. VOLUME I - GENERAL: The general volume will consist of the actual proposal as set forth above to enter into a contract to perform the desired work. It shall also consist of the following: acknowledgment, team responsibility, assumptions and ground rules contained in the proposal, representations, certifications, acknowledgments, identification of technical data and computer software that the contractor intends to provide with limited rights or restricted rights, exceptions, and deviations. Provide any other General Information that may be beneficial in evaluation of your proposal.

2. VOLUME II - TECHNICAL PROPOSAL:

a. The technical proposal shall contain a description of the contractor's approach to complete all the requirements of the SOW. Number paragraphs according to the pertinent paragraph in the SOW section to reference the SOW paragraph. It is unacceptable to send proposals containing statements of compliance only (e.g., "will comply"). The technical proposal shall include a description of resources; positions by labor mix; and facilities, equipment, and services (to include government-furnished facilities, equipment and services) to be used in accomplishing the requirements of the statement of work.

b. The proposal shall not merely offer to perform work in accordance with the SOW, but shall describe how to perform the actual work proposed as specifically and concisely as possible. Repeating the SOW without sufficient elaboration is unacceptable. Address all portions of the SOW as specifically and concisely as possible. The proposal shall address: the nature of the requirements as understood by the contractor, identification of critical areas of the requirements, proposed methods of accomplishing overall requirements, and proposed methods of accomplishing critical areas.

c. The technical volume shall include a description of resources (including personnel, equipment, material, software, and subcontractors) proposed for utilization in accomplishing the requirements of the SOW. The description of the equipment shall include make and model. The description of the software shall include the make and version. Contractors may also include any other information deemed pertinent to evaluation of such resources.

d. The Technical Proposal shall be prepared as a Master Integrated Program Schedule (MIPS) and address all the requirements of the SOW, including explicit and implicit plans and tests. It shall be prepared and separated by tabs to cross-reference the applicable section/paragraph of the SOW. The technical proposal shall be formatted in a manner that will allow (1) its incorporation into the contract and (2) its practical application following contract award. The contractor has the flexibility to structure the technical proposal in a manner that satisfies both proposal and post-award application (e.g., appendices, attachments, annexes).
e. The contractor shall develop an event driven MIPS that describes the technical program, management process and schedules necessary to implement the SOW. Events, criteria, planned accomplishments, etc. shall be shown such that all aspects of performance (operational and support), design and development, fabrication, assembly, integration, testing, quality, and logistics are addressed and oriented towards program objectives. The MIPS shall provide the Government and the contractor a living management document for execution of the program as well as an assessment of progress toward and completion of each activity and milestone. The MIPS shall provide insight into the total work effort (SOW tasking) and address the contractor’s approach to develop, implement, and commit to the necessary program and integrated management structure to achieve all program goals. The MIPS shall be organized to track/map to the SOW, CWBS and the government Accelerated CMD schedule. The MIPS shall establish activities and events that must be successfully completed to provide a logical and orderly development process for the Risk Mitigation and Design efforts. The MIPS shall identify planned accomplishments/criteria for each activity/event to ensure a logical, orderly development process is maintained. In the MIPS, the critical path shall be identified; the sensitivity of this path to significant activities/events and associate development/integration/risk mitigation tasks shall be identified; it shall be keyed to the major program milestones. Both a top level MIPS and a detailed version shall be provided.

f. The MIPS shall provide a comprehensive discussion of the contractor's identification of critical issues, alternatives and methodologies for issue resolution, including candidate technologies and requirements implementation.

g. The contractor shall describe the integration of the various program and engineering disciplines for the JLENS program by clearly describing the roles, responsibilities, and tasks of each functional area. The summary will provide an overview of the contractor’s organization (includes key personnel, major subcontractors, responsibilities, lines of authority, flow of information, etc.) and general approach to support the solicitation requirements. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant expertise on similar programs should be identified. Particular proposal advantages or unique approaches should also be highlighted. The contractor shall fully describe the integrated management control system established for: scheduling, budgeting, and accumulating cost; assessing earned value; identifying cost and schedule problems; performing estimates at completion; and providing timely detailed performance status to management and the Government.
h. The contractor shall include a description with charts of the proposed organization to include key technical and management personnel of the contractor's organization and proposed subcontractor(s) organization(s), and associated resumes. Key personnel are the Project Manager, Deputies, Chief of each functional element or the support staff, and other significant personnel. Access to senior corporate technical specialists, such as Chief Scientist, Quality, Safety, shall also be shown. Authority relationships and duties shall be established for the project organization with an indication of level of control of project and company resources. The degree of participation of key personnel and roles of the subcontractor's key personnel shall also be indicated.

i. The contractor shall extend the Program Work Breakdown Structure (PWBS) contained in this change order to the level of detail necessary to accomplish the contract Scope of Work. The PWBS and guidance for its extension to the Contractor Work Breakdown Structure (CWBS) are contained in the SOW Attachment 3.

j. Proposal containing statements of compliance only are not acceptable (e.g., "will comply"). The technical proposal shall contain a qualification of technical performance parameters and sufficient rationale to allow for evaluation of program approaches.

k. The contractor shall develop a crosswalk between the government performance specification and the proposal. If special conditions are required to meet a requirement(s) (such as NBC, transportability, engagement scenarios, operational availability), these shall be called out in a separate table or document along with the special condition (i.e., The contractor shall provide a complete Requirements Verification (b)(3)(A) Matrix as described in Section 4 of the government performance specification.

l. The proposal shall include within each Basis of Estimate (BOE) or in another format a complete breakout by fiscal year of the number of hours proposed and correlated to specific implicit or explicit tasks to be performed under that BOE per year. Any proposal statement that only lists the total period of performance for a given BOE with the total number of hours per discipline and a generic list of tasks to be accomplished is not acceptable. All Level of Effort (LOE) tasks shall be kept to a minimum and disclosed in a separate table.

m. The contractor shall provide, with the proposal, a description of the Master Test Plan required in SOW at paragraph 5.2. The description shall include a preliminary list of all tests planned and identify the tests for which the contractor will submit test plans and reports per CDRL A015.
3. APPENDIX A to Volume II: SUBMISSION OF APPROACHES: The contractor shall re-submitted all approaches as a requirement of CLIN 0005. The requirements and the respective relationship to the SOW are set forth elsewhere in this Special Instructions. All approaches shall describe how the approach is applicable to CLIN 0005 and will also be traceable from the effort described in the approach for each segment.

a. **Program Management Approach:** The contractor shall submit a Program Management (PM) Approach to describe how PM will be implemented in accordance with the requirements of CLIN 0005. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PM to support other requirements.

b. **CAIV Approach:** The contractor shall submit a Cost as an Independent Variable (CAIV) Approach to describe how CAIV management will be implemented in accordance with the requirements of CLIN 0005. The CAIV approach shall described the strategy for setting and managing aggressive but realistic cost objectives for the JLENS System. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CAIV to support other requirements.

c. **Systems Engineering Approach:** The contractor shall submit a System Engineering (SE) Approach to describe how SE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; proposed of the design notebook, proposed SE analyses including trade studies, proposed function block diagrams for the system; proposed developmental tests; proposed software management indicators; description of the software engineering environment; a list of required interface control documents (ICD); a matrix which cross-correlates each requirement in paragraph 3.0 of the performance specification with the unique requirement verification procedure of paragraph 4.0 (including Table 4.1.1) of the system performance specification; and interrelationships of SE to support other requirements. The WBS should be a product based structure. For software management, the contractor shall provide an estimate of the total System Line of Code (SLOC) and a breakdown of the SLOC allocation for the PTIR. For each Computer Software Configuration Item (CSCI), a breakdown of the SLOC shall be included for each area listed in the previous sentence. The design shall be indexed to the requirements in the performance specification and shall be traceable to the applicable WBS level.

d. **Risk Assessment, Mitigation and Management Approach:** The contractor shall submit an overall Risk Mitigation Approach to describe how Risk Mitigation and Management will be implemented in accordance with the requirements of CLIN 0005. Discussions of each
risk area, along with risk mitigation schedule and plans shall be included. The contractor shall submit an assessment of both the schedule and technical risk for the system and each prime item. Discussions of each risk area; along with risk mitigation schedule and plans shall be included. For schedule risk, the contractor shall submit data showing how schedule risk will be mitigated in integrating all components (hardware and software) of the aerostat system. The contractor shall provide detailed event driven schedules and milestones for the integration with associated schedule risk analysis. For technical risk, the contractor shall document in detail the use of existing technologies or commonality with other systems. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk will be mitigated. Any hardware reuse from other programs shall address whether the components will be used without change or modified. All modifications to hardware components shall be explained in detail and shall address risk. Any software reuse from other programs shall address whether the software will be used without change or modified and shall address risk. All modifications to software components shall be explained in detail and shall address risk. Any new software components shall also be explained in detail and shall address risk.

e. Simulation, Test, and Evaluation Approach: The contractor shall submit a Simulation, Test, and Evaluation (STE) Approach to describe how STE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to verify and validate APS requirements; test matrix and justification for any proposed changes, entrance and exit criteria for CPDR and CCDR, required GFE and facilities by test and location including target requirements; security control methods for handling classified test data; method for aerodynamic test and analysis; safety fan; process for qualification test for components, subsystem through system level; how the STE approach will minimize the changes to hardware and software between test phases; for interrelationship of STE to support other requirements.

f. Integrated Logistics Support Approach: The contractor shall submit an Integrated Logistic Support (ILS) Approach to describe how ILS will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement as detailed in the Integrated Support Plan and associate sub-plans; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones, personnel, hardware/software requirements and achievement criteria for interrelationship of ILS to support other requirements.

g. Product Assurance Approach: The contractor shall submit a Product Assurance (PA) Approach to describe how PA will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PA to support other requirements.
h. **Configuration Management Approach:** The contractor shall submit a Configuration Management (CM) Approach to describe how CM will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CM to support other requirements.

4. **Appendix B:** The contractor shall submit the updated MIPS (excluding resourced) with the proposal package. The resourced MIPS will be provided at the IBR.

5. **VOLUME III - COST:**

**INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL WHEN COST OR PRICING DATA ARE REQUIRED:** Cost proposals shall be submitted in accordance with FAR 15.408(l) and with 15.403-5. In submitting its proposal, the contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, prime and major subcontractor, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace. In addition, provide the following:

a. For pricing purposes, the start date of the effort is the date the change order is issued. Include the proposed contract type and period of performance. The cost volume shall provide cost data in response to the SOW, Specification, and change order modification. The cost volume shall consist of the proposed costs for the JLENS Cruise Missile Defense (CMD) Accelerated Program. Provide any other General Information that may be beneficial in evaluation of your proposal.

b. Provide the following information on the first page of your pricing proposal:

(1) Name, address, voice telephone number, fax number, and e-mail address of cognizant Defense Contract Audit Agency;

(2) Type of contract (that is, FFP, FPI, CPFF, CPFF Level of Effort, etc.);

(3) Proposed cost; profit or fee dollars, cost of money dollars, and total for overall contract;

(4) Place(s) and period(s) of performance;
(5) Whether your organization is operating under an accounting system that has been approved for cost type contracts. Whether you organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

(6) A listing by Line Item Number of each line item’s applicable cost, fee, COM, and total dollars;

(7) Date of submission; and

(8) Name, title and signature of authorized representative.

c. The cost volume shall include the proposed costs for the JLENS CMD Accelerated Program, CLIN 0005, of the JLENS contract. The cost proposal shall include costs for two complete Precision Track and Illumination Radar (PTIR) systems comprised of a platform, PTIR, communications payloads, and mobile processing station and for two complete Surveillance Radar (SR) systems comprised of a platform, communications payloads, and mobile processing station without the SR. The SR is planned as a follow-on acquisition.

(1) The cost proposal shall be consistent with the cost, schedule, and technical requirements provided with the change order. The cost proposal shall in accordance with the Contract Work Breakdown Structure (CWBS) provided.

(2) The cost proposal shall be supported by cost and pricing data. Costs proposed shall be provided:

   (a) in total by both government fiscal year and contractor rate year that summarizes to the grand total amounts shown.

   (b) by cost element by both government fiscal year and contractor rate year

   (c) by cost element by WBS Level 2 by government fiscal year

   (d) by government fiscal year to WBS Level 1, 2, 3, 4, and 5

(3) A DD1861, Contract Facilities Capital Cost of Money, shall be provided by both government fiscal year and contractor rate year.

(4) A matrix of subcontractor proposed and contractor evaluated subcontract costs by both government fiscal year and contractor rate year.
(5) A consolidated priced Bill of Material shall be provided in descending high dollar format in total by WBS to include description, quantity, price, etc.

(6) A matrix of costs by WBS by government fiscal year by Product IPTs / Cross Product IPTs. The contractor shall provide the test cost and the integrated logistics support cost into separate individual sections.

(7) A matrix of travel costs by WBS by both government fiscal year shall be provided showing locations, number of trips, number of personnel traveling, car rental, etc.

(8) A consolidated priced list of the GFE/GFP/GFS required of the contractor by the government with a description, cost, quantity, lead time, date required by contractor for items to be provided, availability, etc.

(9) FAR 15.806 requires the prime contractor to submit as part of their cost and pricing data the results of subcontract review and evaluations. For this proposal, the contractor shall obtain assist audits from the DCAA on all subcontract proposals that exceed $1,000,000. These audit reports and the contractor’s cost and technical analyses of these subcontractor proposals shall be furnished to the government NLT forty-five days after the proposal is submitted.

(10) Since subcontractor technical evaluations will be conducted by the government, copies of the subcontractor’s cost proposals shall be delivered with the submittal of the contractor’s proposal (or furnished directly to the government by the subcontractor for those subcontractor’s that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor’s proposal.

d. Section IV: Provide a grand total roll-up summary by cost element breakdown by CFY.
## Request for Rate Information

(Note to contractor: Please verify that this is the correct DCAA and DCMC that has cognizance over you and that you are providing their latest correct addresses and phone numbers.)

<table>
<thead>
<tr>
<th>DCAA Address</th>
<th>DCMC Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Voice Phone Number**: ()
- **E-Mail Address**: 
- **Fax Phone Number**: ()

<table>
<thead>
<tr>
<th>Type of Contract:</th>
<th>CPFF ( )</th>
<th>CPFF LOE ( )</th>
<th>CPAF ( )</th>
<th>CPAF LOE ( )</th>
<th>CPIF ( )</th>
<th>CPIF LOE ( )</th>
<th>FPI ( )</th>
<th>FPI LOE ( )</th>
<th>FFP ( )</th>
<th>FFP LOE ( )</th>
<th>OTHER ________ ( )</th>
</tr>
</thead>
</table>

- **Proposed $ Amount**: 
  (Note to contractor: If this is not a straight addition to a contract or new contract, provide explanation, i.e. $______ Deleted from contract; $______ Added to contract; $ Net change to contract________)  

- **Proposal Identifying Numbers**:  
  (Note to contractor: Such as RFP number, Contractor Proposal No. - Explain type of identifier.)

- **Contractor Name**: 
- **Contractor Address**: 
  (Note to contractor: Include division and zip code)

- **Prime Contractor ( ) Subcontractor ( ) If subcontractor, provide Prime contractor name**: 
- **Small Business ( ) Large Business ( ) 8a Contractor ( )**

- **Title of Effort**: 
  (Note to contractor: Include any applicable contract modification numbers here.)

- **Point of Contact at Contractor’s Facility**: 
- **POC’s phone number**: 
- **POC’s E-Mail Address**: 
- **POC’s Fax number**: 

---

000956
Note to contractor: Provide in the following chart ALL rates, (Direct, Indirect and Other Direct Cost rates) which are included in your proposal. Insure that DCAA has a complete “full-up” copy of your proposal. Also insure that DCAA has the backup to all proposed rates.

(Referencing other pages in the proposal as a substitute for completing the Chart is UNACCEPTABLE!)

<table>
<thead>
<tr>
<th>Category</th>
<th>Base* in Proposal to Which Rate is Applied</th>
<th>Proposed Contractor Rate</th>
<th>Fiscal Year</th>
</tr>
</thead>
</table>

(Note to contractor. Include full description to enable DCAA to identify category referenced)

* Examples of Bases: For Direct Labor the base might be hours; for Overhead the base might be Direct Labor Dollars; For Fee the base might be Labor plus Overhead plus Other Direct Cost.
<table>
<thead>
<tr>
<th>Type of System</th>
<th>Applicability to this contract</th>
<th>If applicable, Date of Approval, Point of Contact and POC phone number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Accounting Standards Disclosure Statement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimating System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Management Accounting System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Amendment of Solicitation/Modification of Contract

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Modification</td>
<td>(b)(6)</td>
</tr>
<tr>
<td>Effective Date</td>
<td>29 Jan 2004</td>
</tr>
<tr>
<td>Administrative Code</td>
<td>W9111M</td>
</tr>
<tr>
<td>Administered By</td>
<td>DOM YORK/POF (666)</td>
</tr>
<tr>
<td>Amendment Modification No</td>
<td>(b)(6)</td>
</tr>
<tr>
<td>Contract Code</td>
<td>P0011</td>
</tr>
<tr>
<td>Contract Order No</td>
<td>(666)</td>
</tr>
<tr>
<td>Name and Address of Contractor</td>
<td>(b)(6)</td>
</tr>
</tbody>
</table>

**Facility Code**

- **Code**: 04184
- **Schedule**: (b) (6)
- **Date of Approval**: 29 Jan 2004

**Item 11: This Item Only Applies to Amendments of Solicitations**

The above referenced solicitation is amended as set forth in Item 14. This hour and date specified for receipt of offer is extended.

**Item 12: This Item Only Applies to Modifications of Contract Orders**

- **Authority**: (Specify authority)
- **Change Order Issued Pursuant To**: The changes set forth in Item 14 are made in the contract order no. in Item 10A.
- **MODIFIED CONTRACT ORDER NO**: DASG90-98-C-0001
- **MODIFICATION ORDER NO**: 10B-DATED-SEE-ITEM-11

**Item 13: This Item Only Applies to Modifications of Contract Orders**

- **Contract Order No**: (Specify contract order no.)
- **MODIFIED ORDER NO**: DASG90-98-C-0001
- **MODIFICATION ORDER NO**: 10B-DATED-SEE-ITEM-11

**Item 14: Description of Amendment/Modification**

- **Date of Modification**: 29 Jan 2004
- **Nature of Amendment/Modification**: Incremental funding in the amount of $146,000 for performance of CLIN 0005, $4,912,000 for performance of CLIN 0006, and correct B-9, Incentive Fee For CLIN 0003/0004 and B-14, Incentive Fee For CLINs 0013/0014.

**Item 15: Name and Title of Signer**

- **Type or Print**: (b)(6)
- **Date Signed**: 29 Jan 2004

**Item 16: Name and Title of Contracting Officer**

- **Type or Print**: (b)(6)
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006 and add an increment of funds to CLINs 0013/0014, and

WHEREAS, FAR 52.216-10, Incentive Fee, contains an error in the agreed to underrun language,

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

1. SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, is modified as follows:

   a. Paragraph B-9, Incentive Fee For CLINs 0003/0004, is modified to correct the written language shown in FAR 52.216-10, Incentive Fee to read as follows:

      Paragraph (e)(1) is stated as follows:
      "(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [blacked out] that the total allowable cost is less than the target cost or decreased by [blacked out] that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [blacked out] or less than [blacked out] of the target cost."

   b. Paragraph B-14, Incentive Fee For CLINs 0013/0014, is modified to correct the written language shown in FAR 52.216-10, Incentive Fee to read as follows:

      Paragraph (e)(1) is stated as follows:
      "(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [blacked out] that the total allowable cost is less than the target cost or decreased by [blacked out] that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [blacked out] or less than [blacked out] of the target cost."

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

   a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

      ACRN: BB
      CUMULATIVE AMOUNT: $146,000
      ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 25700
      PRON: NMIPR049207063
      ORDER NO: NMIPR049207063 FUNDAMT: $146,000 (P00087)

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

      ACRN: AZ
      CUMULATIVE AMOUNT: $18,912,000
      ACCT CLASS: 214 2040 SQ 5Q17 P172419555 255V ER4D730100ER4D73010044KJE4K000
      ORDER NO: ER4D730100-02 FUNDAMT: $4,912,000 (P00087)
c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0013 and 0014) is modified as follows:

CLINs 0013 and 0014:

<table>
<thead>
<tr>
<th></th>
<th>PRIOR</th>
<th>MODIFICATION</th>
<th>CUMULATIVE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Amount Required for Full Funding, Including Fee(s):</td>
<td>$41,047,110</td>
<td>-0-</td>
<td>$41,047,110</td>
</tr>
<tr>
<td>(2) Amount Allotted under the LOF Clause for Payment of Target Costs:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Amount Separately Obligated for Payment for Target Fee:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Total Amount Allotted and Obligated:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5) Net Amount Required for Full Funding:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6) Estimated Period of Performance the Allotted Amount will cover:</td>
<td>31 May 04</td>
<td>30 Sep 04</td>
<td></td>
</tr>
</tbody>
</table>

3. SECTION 1 – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

   (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $14,146,000 dollars.
   
   (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $14,146,000 dollars.

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

DELETE

ADD

Page 5, Modification P00034
Page 7A, Modification P00084
Page 13B1, Modification P00085
Page 13D, Modification P00085
Page 15, Modification P00085
Page 21, Modification P00085
Page 22, Modification P00085

Page 5, Modification P00087
Page 7A, Modification P00087
Page 13B1, Modification P00087
Page 13D, Modification P00087
Page 15, Modification P00087
Page 21, Modification P00087
Page 22, Modification P00087

0009le1
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:

<table>
<thead>
<tr>
<th>Target Cost</th>
<th>Target Fee</th>
</tr>
</thead>
</table>

Incentive Arrangement: Maximum Fee -

Minimum Fee -

(Share Ratio: government/contractor)

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

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

FAR 52.216-10 INCENTIVE FEE

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

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

MODIFICATION P00087 TO
CONTRACT DASG60-98-C-0001
PAGE 7A OF 49 PAGES
PREVIOUS: MOD P00084

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

FAR 52.216-10 INCENTIVE FEE
Paragraph (e)(1) is stated as follows:
(e) Fee payable. (1) The fee payable under this contract shall be the
target fee increased by cents for every dollar that the total allowable
cost is less than the target cost or decreased by cents for every dollar
that the total allowable cost exceeds the target cost. In no event shall the
fee be greater than or less than the target cost.

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

a. SUBCLIN 0015AA:
   (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA,
   is (b)(4)
   (2) The fixed fee for SUBCLIN 0015AA is (b)(4)
   (3) The total amount for SUBCLIN 0015AA is $8,323,376.

b. SUBCLIN 0015AB:
   (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB,
   is (b)(4)
   (2) The fixed fee for SUBCLIN 0015AB is (b)(4)
   (3) The total amount for SUBCLIN 0015AB is $250,378.

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

a. SUBCLIN 0015AA:
   (1) In the performance of this contract, the contractor shall provide direct productive person
   hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in
   Section F hereof:

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>DIRECT PRODUCTIVE PERSON HOURS</th>
<th>LEVEL OF EFFORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering and Support</td>
<td>(b)(4)</td>
<td></td>
</tr>
</tbody>
</table>

   (2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor
   hours exclusive of vacation, holiday, sick leave, and other absences.
<table>
<thead>
<tr>
<th>ACRN:</th>
<th>CUMULATIVE AMOUNT:</th>
<th>ACCT CLASS:</th>
<th>ORDER NO:</th>
<th>FUNDED AMT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT</td>
<td>$8,960,000</td>
<td>213 2040 SQ 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000</td>
<td>ER3D730200-01</td>
<td>$1,500,000 (P00070)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ER3D730200-02</td>
<td>$1,500,000 (P00071)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>ER3D730200-03</td>
<td>$1,500,000 (P00074)</td>
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<tr>
<td></td>
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<td></td>
<td>ER3D730200-04</td>
<td>$1,500,000 (P00077)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>ER3D730200-05</td>
<td>$2,960,000 (P00079)</td>
</tr>
<tr>
<td>AW</td>
<td>$100,000</td>
<td>973 0400 1202 183 JT01 606051 65126J 59241 525700 NMIPR039207</td>
<td>NMIPR039207-01</td>
<td>$100,000 (P00079)</td>
</tr>
<tr>
<td>AY</td>
<td>$3,000,000</td>
<td>214 2040 SQ 5Q17 P172419E55 255Y ER4D730000 S01021 ER4D730000/44KJLE/4K0000</td>
<td>ER4D730000-01</td>
<td>$3,000,000 (P00085)</td>
</tr>
<tr>
<td>BA</td>
<td>$14,000,000</td>
<td>214 2040 SQ 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000</td>
<td>ER4D731500-01</td>
<td>$14,000,000 (P00086)</td>
</tr>
<tr>
<td>BB</td>
<td>$146,000</td>
<td>974 0400 1202 184 JT01 606051 65126J 600008 59233 525700 PRON: NMIPR049207063</td>
<td>NMIPR049207063</td>
<td>$146,000 (P00087)</td>
</tr>
</tbody>
</table>

**CLIN 0009**

(a) SUBCLIN 0009AA

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>CUMULATIVE AMOUNT:</th>
<th>ACCT CLASS:</th>
<th>ORDER NO/PRON:</th>
<th>FUNDED AMT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AJ</td>
<td>$200,000</td>
<td>5703600 290 4750 674478 28060F 503000 F78100 REF: NACXXX00680104</td>
<td>NACXXX00680104-01</td>
<td>$200,000 (P00043)</td>
</tr>
<tr>
<td>CLIN 0013</td>
<td>ACRN: AU</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUMULATIVE AMOUNT: $7,970,000</td>
<td>ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORDER NO: ER3D730000-01</td>
<td>FUNDED AMT: $775,000 (P00073)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORDER NO: ER3D730000-02</td>
<td>FUNDED AMT: $4,000,000 (P00073)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORDER NO: ER3D730000-03</td>
<td>FUNDED AMT: $1,000,000 (P00077)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORDER NO: ER3D730000-04</td>
<td>FUNDED AMT: $2,195,000 (P00078)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN 0014</th>
<th>ACRN: AX</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT: $3,396,000</td>
<td>ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021</td>
</tr>
<tr>
<td>ORDER NO: ER3D740000-01</td>
<td>FUNDED AMT: $3,396,000 (P00080)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN 0015</th>
<th>ACRN: AZ</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT: $18,912,000</td>
<td>ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021</td>
</tr>
<tr>
<td>ORDER NO: ER4D730100-01</td>
<td>FUNDED AMT: $14,000,000 (P00085)</td>
</tr>
<tr>
<td>ORDER NO: ER4D730100-02</td>
<td>FUNDED AMT: $4,912,000 (P00087)</td>
</tr>
</tbody>
</table>
d. CLINs 0011 and 0012:

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

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s): $41,047,110
(2) Amount Allotted Under the LOF Clause for Payment of Costs: $0-
(3) Amount Separately Obligated for Payment of Target Fee:
(4) Total Amount Allotted and Obligated: $30,278,000
(5) Net Amount Required for Full Funding: $10,769,110
(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 04

b. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s): $8,323,376
(2) Amount Allotted Under the LOF Clause for Payment of Costs: $0-
(3) Amount Separately Obligated for Payment of Fee: $0-
(4) Total Amount Allotted and Obligated: $8,323,376
(5) Net Amount Required for Full Funding: $8,323,376
(6) Estimated Period of Performance the Allotted Amount Will Cover: 0009 016
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:

<table>
<thead>
<tr>
<th>NATIONAL STOCK NOMENCLATURE</th>
<th>UNIT OF ISSUE</th>
<th>QUANTITY AUTHORIZED AS GFP</th>
</tr>
</thead>
</table>
| 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 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 is obligated for Potential Fee for a total amount of for CLIN 0001.

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

Pursuant to the LIMITATION OF FUNDS clause, the sum of is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 04. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0013.
It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

<table>
<thead>
<tr>
<th>PLANNED DATE OF FUNDING</th>
<th>AMOUNT</th>
<th>CUMULATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(In Millions)</td>
<td></td>
</tr>
<tr>
<td>CLIN 0001</td>
<td>Current Obligations (Jun 99)</td>
<td>$440,100</td>
</tr>
<tr>
<td>CLIN 0003</td>
<td>Current Obligations (Oct 99)</td>
<td>$31,431,222</td>
</tr>
<tr>
<td>FY 00</td>
<td>16,0000</td>
<td></td>
</tr>
<tr>
<td>FY 01</td>
<td>17,5000</td>
<td></td>
</tr>
<tr>
<td>FY 02</td>
<td>20,0650</td>
<td></td>
</tr>
<tr>
<td>FY 03</td>
<td>20,0650</td>
<td></td>
</tr>
<tr>
<td>FY 04</td>
<td>20,0650</td>
<td></td>
</tr>
<tr>
<td>FY 05</td>
<td>20,040254</td>
<td></td>
</tr>
<tr>
<td>CLIN 0005 (OPTION I)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>CLIN 0007 (OPTION II)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>CLIN 0009 (OPTION III)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>CLIN 0011 (OPTION IV)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>CLIN 0013</td>
<td>Current Obligations (Jan 04)</td>
<td>$30,278,000</td>
</tr>
<tr>
<td>FY 05</td>
<td>$10,769,110</td>
<td></td>
</tr>
<tr>
<td>CLIN 0015</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

e. 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 SOLICITATION/MODIFICATION OF CONTRACT

NAME AND ADDRESS OF CONTRACTOR (No., Street, City, State and Zip Code)

RATHBONE COMPANY
10 MORTON ROAD
BEDFORD, MA 01730-0000

9A. AMENDMENT OF SOLICITATION NO.

MOD OF CONTRACT/ORDER NO.

9B. DATED (SEE ITEM 11)

23-Aug-1998

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

NAME AND TITLE OF SIGNER (Type or print)

DATE SIGNED

(6)

2/11/04

STANDARD FORM 30 (Rev 1981)

Issued by OAS

FAR (48 CFR) 13.243
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

1. Change Order Modification P00086, paragraph 1, SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS. Paragraph B-1. Contract Line Item Number (CLIN) 0005 is changed to read as follows:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0005</td>
<td>JLENS - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled JLENS Program, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9.1, 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</td>
<td>Task</td>
<td>$894,000,000</td>
<td></td>
</tr>
</tbody>
</table>

*N ot-to-Exceed (NTE) subject to downward negotiations only.

**TBD - To Be Determined upon submission of the contractor's proposal.

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

2. Slipsheet pages to the contract will be provided upon definitization of the change order (modification P00086).
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V

2. AMENDMENT/MODIFICATION NO: PO009G
3. EFFECTIVE DATE: 25-Feb-2004

5. PROJECT NO (If applicable): NONE

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
   RAYTHEON COMPANY
   150 MANSFIELD ROAD
   EFSORD MA 01730-0000

7. ADMINISTERED BY (If other than item 6)
   DOM TYNGSBORO
   PO BOX 668
   TYNGSBORO MA 01879

8. AMENDMENT OF SOLICITATION NO:
9. MOD. OF CONTRACT/ORDER NO:

10A. MOD. OF CONTRACT/ORDER NO:
   DASG60-96-C-0001
   20-Aug-1998

11. FACILITY CODE:
   04184

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

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

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

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

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

   The purpose of this modification is to provide incremental funding in amount of $72,000 for performance of CLIN 0005.

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR (Type or print)

15C. DATE SIGNED: 000971

16A. UNITED STATES OF AMERICA

16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16C. DATE SIGNED: 25-Feb-2004

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-93)
Prepared by GSA
FAR (48 CFR) 53.243
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

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

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:
   a. ACRNs BA and BB were inaccurately listed under CLIN 0003 on replacement page 13Bi of modification P00087. These ACRNs should be listed under CLIN 0005. Replacement page 13Bi of the contract is changed accordingly.
   b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:
      ACRN: CUM AMOUNT: ACCT CLASS: ORDER NO: PRON: FUNDED AMT:
      BC $72,000 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700 NMIPR049207127 NMIPR049207127-01 $72,000 (P00089)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
   (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $14,218,000 dollars.
   (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $14,218,000 dollars.

3. The Contracting Office DODAAC has changed from W31RPD to W9113M. Replacement page 1 of the contract is changed accordingly.

4. The following page substitutions are hereby incorporated into the contract:
   DELETE: Page 1, Modification P00084 Page 13Bi, Modification P00087
   ADD: Page 1, Modification P00089 Page 13Bi, Modification P00089
   Page 13Bii, Modification P00089

000972
<table>
<thead>
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<th>AT</th>
<th>CUMULATIVE AMOUNT: $8,960,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT CLASS:</td>
<td>213 2040 5Q 5Q17 P172419E5S 255Y ER3D730200 S01021</td>
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</tr>
<tr>
<td></td>
<td>ER3D730200/34KJLE/4K0000</td>
<td></td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>ER3D730200-01</td>
<td>FUNDED AMT: $1,500,000 (P00070)</td>
</tr>
<tr>
<td></td>
<td>ER3D730200-02</td>
<td>FUNDED AMT: $1,500,000 (P00071)</td>
</tr>
<tr>
<td></td>
<td>ER3D730200-03</td>
<td>FUNDED AMT: $1,500,000 (P00074)</td>
</tr>
<tr>
<td></td>
<td>ER3D730200-04</td>
<td>FUNDED AMT: $1,500,000 (P00077)</td>
</tr>
<tr>
<td></td>
<td>ER3D730200-05</td>
<td>FUNDED AMT: $2,960,000 (P00079)</td>
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</table>

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>AW</th>
<th>CUMULATIVE AMOUNT: $100,000</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td></td>
<td>NMIPR039207</td>
<td></td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>NMIPR039207</td>
<td>FUNDED AMT: $100,000 (P00079)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>AY</th>
<th>CUMULATIVE AMOUNT: $3,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT CLASS:</td>
<td>214 2040 5Q 5Q17 P172419E5S 255Y ER4D730000 S01021</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ER4D730000/44KJLE/4K0000</td>
<td></td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>ER4D730000-01</td>
<td>FUNDED AMT: $3,000,000 (P00085)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BA</th>
<th>CUMULATIVE AMOUNT: $14,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT CLASS:</td>
<td>214 2040 5Q 5Q17 P172419E5S 255Y ER4D731500 S01021</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ER4D731500/44KJLE/4K0000</td>
<td></td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>ER4D731500-01</td>
<td>FUNDED AMT: $14,000,000 (P00086)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BB</th>
<th>CUMULATIVE AMOUNT: $146,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT CLASS:</td>
<td>974 0400 1202 184 JT01 606051 65126J 600008 59233 525700</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PRON: NMIPR049207063</td>
<td></td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>NMIPR049207063</td>
<td>FUNDED AMT: $146,000 (P00087)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BC</th>
<th>CUMULATIVE AMOUNT: $72,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCT CLASS:</td>
<td>974 0400 1202 184 JT01 606051 65126J 600008 59233 525700</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PRON: NMIPR049207127</td>
<td></td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>NMIPR049207127-01</td>
<td>FUNDED AMT: $72,000 (P00089)</td>
</tr>
</tbody>
</table>

000974
CLIN 0009

(a) SUBCLIN 0009AA

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

<table>
<thead>
<tr>
<th>AMENDMENT/MODIFICATION NO.</th>
<th>1. REFLECTIVE DATE</th>
<th>2. REVISION/PARTICIPATION NO.</th>
<th>3. PROJECT NO. (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P00090</td>
<td>11-Mar-2004</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AMENDMENT/MODIFICATION NO.**

| NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) |
|-----------------------------|-----------------|
| RAYTHEON COMPANY            | 160 HARTWELL ROAD |
| BEDFORD MA 01730-0000       |                 |

**CODE**

<table>
<thead>
<tr>
<th>FACILITY CODE</th>
<th>10. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>04164</td>
<td>RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000</td>
</tr>
</tbody>
</table>

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

- The above-numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer are extended.
- The offer must acknowledge receipt of this amendment prior to the hour and date specified as amended by one of the following methods:
  - (a) By completing items 8 and 15, and returning copies of the amendment.
  - (b) By acknowledging receipt of this amendment on each copy of the offer submitted.
- Failure of your offer to acknowledge receipt of the amendment will be grounds for rejection of your offer.
- If by virtue of the amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter includes reference to the solicitation and amendment number. Failure of your offer to acknowledge receipt of the amendment will be grounds for rejection of your offer.

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

- See Schedule

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

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

The purpose of this modification is to provide incremental funding in the amount of $6,500,000 for performance of CLIN 0005.

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

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

**15. NAME AND TITLE OF SIGNER (Type or print)**

<table>
<thead>
<tr>
<th>NAME AND TITLE OF SIGNER (Type or print)</th>
<th>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**15B. CONTRACTOR/OFFEROR**

<table>
<thead>
<tr>
<th>CONTRACTOR/OFFEROR</th>
<th>15C. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAYTHEON COMPANY</td>
<td>11-Mar-2004</td>
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</tbody>
</table>

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

<table>
<thead>
<tr>
<th>UNITED STATES OF AMERICA</th>
<th>16C. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11-Mar-2004</td>
</tr>
</tbody>
</table>

**16B. DATED (SEE ITEM 11)**

<table>
<thead>
<tr>
<th>16A. MOD. OF CONTRACT/ORDER NO.</th>
<th>16B. DATED (SEE ITEM 13)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DASG90-99-C-0001</td>
<td>20-Aug-1998</td>
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**16C. DATE SIGNED**

<table>
<thead>
<tr>
<th>UNITED STATES OF AMERICA</th>
<th>16C. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11-Mar-2004</td>
</tr>
</tbody>
</table>
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, “Limitation of Funds,” the government elects to add an increment of funds to CLINs 0005/0006,

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

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

   Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BA</th>
</tr>
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<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$20,500,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021</td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>ER4D731500-02</td>
</tr>
<tr>
<td>FUNDED AMT:</td>
<td>$6,500,000 (P00090)</td>
</tr>
</tbody>
</table>

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

   (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $20,718,000 dollars.

   (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $20,718,000 dollars.

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

   DELETE
   ADD
   Page 13Bi, Modification P00089  Page 13Bi, Modification P00090
<table>
<thead>
<tr>
<th>ACRN:</th>
<th>CUMULATIVE AMOUNT:</th>
<th>ACCT CLASS:</th>
<th>ORDER NO:</th>
<th>FUNDED AMT:</th>
<th>PRON:</th>
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<tbody>
<tr>
<td>AT</td>
<td>$8,960,000</td>
<td>213 2040 5Q SQ17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000</td>
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</tr>
<tr>
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<td></td>
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<td>ER3D730200-03</td>
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<td></td>
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<td></td>
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<tr>
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<td>$3,000,000</td>
<td>214 2040 5Q SQ17 P172419E55 255Y ER4D730000 S01021 ER4D730000/44KJLE/4K0000</td>
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<td>CLIN 0005</td>
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<td>BB</td>
<td>$146,000</td>
<td>974 0400 1202 184 JT01 606051 65126J 600008 59233 525700 PRON: NMIPR049207063</td>
<td>NMIPR049207063-01</td>
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<tr>
<td>BC</td>
<td>$72,000</td>
<td>974 0400 1202 184 JT01 606051 65126J 600008 59233 525700 PRON: NMIPR049207127</td>
<td>NMIPR049207127-01</td>
<td>$72,000 (P00089)</td>
<td></td>
</tr>
</tbody>
</table>

**MODIFICATION P00090 TO CONTRACT DASG60-98-C-0001 PAGE 13 Bi OF 49 PAGES PREVIOUS: MOD P00087**

000978
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

**1. AMENDMENT/MODIFICATION NO:**

PO0091

**2. EFFECTIVE DATE:**

07-May-2004

**3. REQUISITION/PURCHASE REQ NO:**

W9113M

**4. ADMINISTERED BY:**

(Department Name)

**5. CODE:**

NONE

**6. NAME AND ADDRESS OF CONTRACTOR:**

Raytheon Company

100 Raytheon Road

Bedford, MA 01730-3000

**7. CODE:**

COUNTY NAME

**8. FACILITY CODE:**

04164

**9. AMENDMENT OF SOLICITATION NO.:**

99 DATED (SEE ITEM 11)

**10A. MOD. OF CONTRACT/ORDER NO.:**

8ASG0-98-C-0001

**10B. DATED (SEE ITEM 13):**

20-Aug-1996

**0. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS:**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer is extended.

**11. ACCOUNTING AND APPROPRIATION DATA (IF required):**

See Schedule

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

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

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.106(B).

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

AV 2.2-22. Limitation of Funds and Mutual Agreement

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

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

The purpose of this modification is to effect the following changes:

Provide incremental funding in the amount of $85,000 for performance of CLIN 0006, and

Replace Contract Data Requirements List Data Item No. A011, Software Development Plan.

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

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

**NAME AND TITLE OF SIGNER (Type or print):**

(b)(6)

** DATE SIGNED:**

7 May 2004

**STANDARD FORM 30 (Rev. 10-83):**

Prescribed by OSA

FAR (48 CFR) 53.243

**COO0979**
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

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

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

   Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BD</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$85,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>21 4 2040 0000 5Q-5Q07 P643327S3200 S01021</td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>4N411S254N/4N0000</td>
</tr>
<tr>
<td>FUNDED AMT:</td>
<td>$85,000 (P00091)</td>
</tr>
</tbody>
</table>

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

   (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $20,803,000 dollars.

   (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $20,803,000 dollars.


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

   DELETE ADD
   Page 13Bii, Modification P00089 Page 13Bii, Modification P00091
<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BD</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$85,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>21 4 2040 0000 5Q-5Q07 P643327S3200 S01021</td>
</tr>
<tr>
<td></td>
<td>44N005/4N41JS254N/4N0000</td>
</tr>
<tr>
<td>ORDER NO:</td>
<td>4N41JS254N</td>
</tr>
<tr>
<td></td>
<td>FUNDED AMT: $85,000 (P00091)</td>
</tr>
</tbody>
</table>

**CLIN 0009**

(a) SUBCLIN 0009AA

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>AJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$200,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>5703600 290 4750 674478 28060F 503000 F78100</td>
</tr>
<tr>
<td></td>
<td>REF: NACXXX00680104</td>
</tr>
<tr>
<td>ORDER NO/PRON:</td>
<td>NACXXX00680104-01</td>
</tr>
<tr>
<td></td>
<td>FUNDED AMT: $200,000 (P00043)</td>
</tr>
</tbody>
</table>
**CONTRACT DATA REQUIREMENTS LIST**

**1 Data Item**

<table>
<thead>
<tr>
<th>CONTRACT PR NO.</th>
<th>DASG60-98-C-0001</th>
</tr>
</thead>
<tbody>
<tr>
<td>F. CONTRACTOR</td>
<td>Raytheon</td>
</tr>
<tr>
<td>E. CONTRACT/PR NO.</td>
<td>DASG60-98-C-0001</td>
</tr>
<tr>
<td>A. EXHIBIT</td>
<td>A</td>
</tr>
<tr>
<td>C. CATEGORY:</td>
<td>OTHER</td>
</tr>
<tr>
<td>D. SYSTEMITEM</td>
<td>JLFNS</td>
</tr>
<tr>
<td>1. DATA ITEM NO.</td>
<td>A011</td>
</tr>
<tr>
<td>2. TITLE OF DATA ITEM</td>
<td>Software Development Plan</td>
</tr>
<tr>
<td>3. SUBSTITUTE</td>
<td></td>
</tr>
<tr>
<td>4. AUTHORITY (Data Acquisition Document No.)</td>
<td>DI-IPSC-81427A</td>
</tr>
<tr>
<td>5. CONTRACT REFERENCE</td>
<td>SOW Para 3.5.3</td>
</tr>
<tr>
<td>6. REQUIRING OFFICE</td>
<td>SFAE-ASMD-JLN</td>
</tr>
<tr>
<td>7. DD 250 REG LT</td>
<td></td>
</tr>
<tr>
<td>8. APP CODE</td>
<td>A</td>
</tr>
<tr>
<td>9. DIST STATEMENT REQUIRED</td>
<td>Required</td>
</tr>
<tr>
<td>10. FREQUENCY</td>
<td></td>
</tr>
<tr>
<td>11. AS OF DATE</td>
<td></td>
</tr>
<tr>
<td>12. DATE OF FIRST SUBMISSION</td>
<td>15 July 2004</td>
</tr>
<tr>
<td>13. DATE OF SUBSEQUENT SUBMISSION</td>
<td>As Required</td>
</tr>
<tr>
<td>14. DISTRIBUTION</td>
<td></td>
</tr>
<tr>
<td>15. TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

**REMARKS**

Submission: 15 July 2004 and 60 days prior to each DR(s). Subsequent submissions as required. Contents of software development plan shall be IAW DID.

Approval: G30/C30.

Contractor format acceptable.

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

**H. DATE** 5 May 2004

**J. DATE** 5 May 2004
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

**2. AMENDMENT/MODIFICATION NO.**
P00092

**3. EFFECTIVE DATE**
24-May-2004

**4. REQUEST FOR PURCHASE (IF, NO.)**

**5. CONTRACT ID NO.**

**6. BY CODE**
W9113M

**7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE**

- DOM TYNGSBORO
  - PO BOX 68
  - TYNGSBORO MA 01879

**8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)**

- NAME AND ADDRESS OF CONTRACTOR
  - RAYTHEON COMPANY
  - 180 HARTWELL ROAD
  - BEDFORD MA 01730-0000

**9. AMENDMENT OF SOLICITATION NO.**

**10. MOD. OF CONTRACT/ORDER NO.**

**11. DATED (SEE ITEM 11)**

**12. MOD. OF CONTRACT/ORDER NO.**

**13. DATED (SEE ITEM 13)**

**CODE 04164**

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

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

- Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
  - (a) By completing Items 8 and 10, and returning all copies of the amendment; or (b) By acknowledging receipt of this amendment in each copy of the offer submitted, or by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER (if not already actuated).

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

**See Schedule**

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

**A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:**

- Specify authority

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

**3. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:**

- X OTHER (Specify type of modification and authority)
- [AW 52.232-22, Limitation of Funds](#)

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

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

- The purpose of this modification is to provide incremental funding in the amount of $100,000 for performance of CLIN 0005.

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

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

**15A. NAME AND TITLE OF SIGNER (Type or print)**

**16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)**

**15B. CONTRACTOR/OFFER**

**16B. UNITED STATES OF AMERICA**

**13C. DATE SIGNED**

**16C. DATE SIGNED**

- (Signature of person authorized to sign)
- (Signature of Contracting Officer)

**STANDARD FORM 30 (Rev. 10-03) Prescribed by GSA FAR (48 CFR) 53.243**
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, “Limitation of Funds,” the government elects to add an increment of funds to CLINs 0005/0006,

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

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

   Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

<table>
<thead>
<tr>
<th>ACRN:</th>
<th>BE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE AMOUNT:</td>
<td>$100,000</td>
</tr>
<tr>
<td>ACCT CLASS:</td>
<td>2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021 ER4D732100/4KJLE/4K0000</td>
</tr>
<tr>
<td>ORDER NO.</td>
<td>ER4D732100-01  FUENDED AMT: $100,000 (P00092)</td>
</tr>
</tbody>
</table>

2. SECTION I - CONTRACT CLAUSES. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

   (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $20,903,000 dollars.

   (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $20,903,000 dollars.

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

   DELETE          ADD

Page 13Bii, Modification P00091        Page 13Bii, Modification P00092
RAYTHEON COMPANY

MODIFICATION P00092 TO
CONTRACT DASG60-98-C-0001

PAGE 13Bii OF 49 PAGES

PREVIOUS: MOD P00091

ACRN: SUBCLIN 0009AA
CUMULATIVE AMOUNT: BD $85,000
ACCT CLASS: 214 2040 0000 5Q-5Q07 P643327S3200 S01021
44N0005/4N41JS254N/4N0000
ORDER NO: 4N41JS254N FUNDED AMT: $85,000 (P00091)

ACRN: BE
CUMULATIVE AMOUNT: $100,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021
ER4D732100/44KJLE/4K0000
ORDER NO: ER4D732100-01 FUNDED AMT: $100,000 (P00092)

CLIN 0009

(a) SUBCLIN 0009AA

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

000985
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. AMENDMENT/REVISION NO.</th>
<th>1. EFFECTIVE DATE</th>
<th>4. REPRESENTATIVE NAME AND TITLE</th>
<th>5. CONTRACT CODE</th>
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<tbody>
<tr>
<td>P00093</td>
<td>21-Jun-2004</td>
<td></td>
<td>W9113M</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. AMERICAN EXPENSE COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUNTSVILLE AL 36870-3801</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. NAME AND ADDRESS OF CONTRACTOR</th>
<th>9A. AMENDMENT OF SOLICITATION NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAYTHEON COMPANY</td>
<td></td>
</tr>
<tr>
<td>110 HARTWELL ROAD</td>
<td></td>
</tr>
<tr>
<td>BEDFORD MA 01730-0000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. ADDRESS</th>
<th>8. NAME</th>
<th>9B. DATED (SEE ITEM 11)</th>
</tr>
</thead>
<tbody>
<tr>
<td>W000039</td>
<td>W000039</td>
<td>20-Aug-1996</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CODE</th>
<th>10A. MOD. OF CONTRACT/ORDER NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>W000039</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10B. DATED (SEE ITEM 11)</th>
<th>11B. DATED (SEE ITEM 11)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-Aug-1996</td>
<td>20-Aug-1996</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offer are extended, [ ] not extended.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. ACCOUNTING AND APPROPRIATION DATA (If required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Schedule</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>It modifies the contract/order no. as described in item 14.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payment, payment, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>D. OTHER (Specify type of modification and authority)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] IAW 52.232-22, Limitation of Funds</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>The purpose of this modification is to provide incremental funding in the amount of $100,000 for performance of CLIN 0005.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>All other terms and conditions remain unchanged and in full force and effect.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Due to a Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>15A. NAME AND TITLE OF SIGNER (Type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15B. CONTRACTOR/OFFEROR</th>
<th>15C. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAYTHEON COMPANY</td>
<td>21-Jun-2004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15D. UNITED STATES OF AMERICA</th>
<th>15E. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>21-Jun-2004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15F. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-Jun-2004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15G. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-Jun-2004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15H. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-Jun-2004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXCEPT IS SF 30</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>APPROVED BY OIRM 11-84</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STANDARD FORM 30 (Rev. 10-83)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescribed by GSA</td>
</tr>
<tr>
<td>FAR (48 CFR) 53.243</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>000986</th>
</tr>
</thead>
</table>
The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, “Limitation of Funds,” the government elects to add an increment of funds to CLINs 0005/0006,

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

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

   Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

   ACRN:  BF
   CUMULATIVE AMOUNT: $100,000
   ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021
                44N006/4N41JD224N/4N0000
   ORDER NO: 4N41JD224N-Basic  FUNDED AMT: $100,000 (P00093)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

   (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $21,003,000 dollars.

   (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $21,003,000 dollars.

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

   DELETE  ADD
   Page 13Bii, Modification P00092  Page 13Bii, Modification P00093
<table>
<thead>
<tr>
<th>ACRN:</th>
<th>CUMULATIVE AMOUNT:</th>
<th>ACCT CLASS:</th>
<th>ORDER NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BD</td>
<td>$85,000</td>
<td>21 4 2040 0000 5Q-5Q07 P643327S3200 S01021 44N005/4N41JS254N/4N0000</td>
<td>4N41JS254N FUNDAMNT: $85,000 (P00091)</td>
</tr>
<tr>
<td>BE</td>
<td>$100,000</td>
<td>214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021 ER4D732100/44KJLE/4K0000</td>
<td>ER4D732100-01 FUNDAMNT: $100,000 (P00092)</td>
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<tr>
<td>BF</td>
<td>$100,000</td>
<td>21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021 44N006/4N41JD224N/4N0000</td>
<td>4N41JD224N- Basic FUNDAMNT: $100,000 (P00093)</td>
</tr>
</tbody>
</table>

**CLIN 0009**

(a) SUBCLIN 0009AA

<table>
<thead>
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<th>ACRN:</th>
<th>CUMULATIVE AMOUNT:</th>
<th>ACCT CLASS:</th>
<th>ORDER NO/PRON:</th>
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</thead>
<tbody>
<tr>
<td>AJ</td>
<td>$200,000</td>
<td>5703600 290 4750 674478 28060F 503000 F78100 REF: NACXXX00680104</td>
<td>NACXXX00680104-01 FUNDAMNT: $200,000 (P00043)</td>
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</tbody>
</table>

000988
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO: PO0094
2. EFFECTIVE DATE: 26-Jul-2004
3. REQUEST/PURCHASE REQ. NO: N/A
4. PROJECT NO. (If applicable): N/A
5. CONTRACT CODE: V
6. CODE: W9113M
7. ADMINISTERED BY: DGM PYNGBORO
   PO BOX 868
   PYNGBORO MA 02179
   CODE: NONE
9. AMENDMENT OF SOLICITATION NO:
10. MOD. OF CONTRACT/ORDER NO: GASG60-98-C-0001
11. FACILITY CODE: 04164
12. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN ITEM 14.
   The hour and date specified for receipt of Offer is extended.
   FAILURE OF YOUR ACKNOWLEDGMENT TO
   BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN
   REJECTION OF YOUR OFFER.
   If you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
   [Specify type of modification and authority]

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copy to the issuing office.

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

   The purpose of this modification is to effect the following changes:
   1. Decrease incremental funding in the amount of $1,975,321 for performance of CLIN 0003.
   2. Provide incremental funding in the amount of $1,975,321 for performance of CLIN 0005 and $500,000 for performance of CLIN 0013.
   3. Revise the Key Personnel clause of the contract.
   4. All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)
   [Signer's Name]
   [Signer's Title]
   [Date]

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   [Contracting Officer's Name]
   [Contracting Officer's Title]
   [Date]

EXCEPTION TO SF 30
APPROVED BY ORM 11-84
30-105-04
STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

000989
(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 for Target Fee:
(4) Total Amount Allotted and Obligated: $98,713,422 ($1,975,321) $96,738,101
(5) Net Amount Required for Full Funding: $46,453,054 $1,975,321 $48,428,375
(6) Estimated Period of Performance the Allotted Amount will cover:

31 Dec 03

CLINs 0013 and 0014:

PRIOR MODIFICATION CUMULATIVE TOTAL

(1) Amount Required for Full Funding, Including Fee(s): $41,047,110 -0- $41,047,110
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:
(3) Amount Separately Obligated for Payment for Target Fee:
(4) Total Amount Allotted and Obligated: $30,278,000 $500,000 $30,778,000
(5) Net Amount Required for Full Funding: $10,769,110 ($500,000) $10,269,110
(6) Estimated Period of Performance the Allotted Amount will cover:

30 Sep 04 22 Oct 04

2. SECTION H – SPECIAL CONTRACT REQUIREMENTS: H-14, KEY PERSONNEL is changed to read as follows:

a. The key personnel listed in paragraph b. below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. Such consent shall be provided within thirty (30) days and shall not be unreasonably withheld. In order to obtain such consent, the contractor must provide thirty (30) days advance written notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
</tr>
</thead>
</table>

3. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

000991
(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $22,978,321 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is $22,978,321 dollars.

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

<table>
<thead>
<tr>
<th>DELETE</th>
<th>ADD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page 13Bi, Modification P00090</td>
<td>Page 13Bi, Modification P00094</td>
</tr>
<tr>
<td>Page 13Bii, Modification P00093</td>
<td>Page 13Bii, Modification P00094</td>
</tr>
<tr>
<td>Page 13D, Modification P00087</td>
<td>Page 13D, Modification P00094</td>
</tr>
<tr>
<td>Page 14, Modification P00085</td>
<td>Page 14, Modification P00094</td>
</tr>
<tr>
<td>Page 15, Modification P00087</td>
<td>Page 15, Modification P00094</td>
</tr>
<tr>
<td>Page 21, Modification P00087</td>
<td>Page 21, Modification P00094</td>
</tr>
<tr>
<td>Page 24, Modification P00023</td>
<td>Page 24, Modification P00094</td>
</tr>
</tbody>
</table>
MODIFICATION P00094 TO
CONTRACT DASG60-98-C-0001
PAGE 13Bi OF 49 PAGES
PREVIOUS: MOD P00090

ACRN: AT
CUMULATIVE AMOUNT: $6,984,679
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021
ORDER NO:
ER3D730200-01 FUNDED AMT: $1,500,000 (P00070)
ER3D730200-02 FUNDED AMT: $1,500,000 (P00071)
ER3D730200-03 FUNDED AMT: $1,500,000 (P00074)
ER3D730200-04 FUNDED AMT: $1,500,000 (P00077)
ER3D730200-05 FUNDED AMT: $2,960,000 (P00079)
ER3D730200-06 FUNDED AMT: ($1,975,321) (P00094)

ACRN: AW
CUMULATIVE AMOUNT: $100,000
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700
ORDER NO.
NMIPR039207

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

CLIN 0005

ACRN: BA
CUMULATIVE AMOUNT: $20,500,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021
ORDER NO.
ER4D731500-01 FUNDED AMT: $14,000,000 (P00086)
ER4D731500-02 FUNDED AMT: $6,500,000 (P00090)

ACRN: BB
CUMULATIVE AMOUNT: $146,000
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
ORDER NO.
NMIPR049207063 FUNDED AMT: $146,000 (P00087)

ACRN: BC
CUMULATIVE AMOUNT: $72,000
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
ORDER NO.
NMIPR049207127-01 FUNDED AMT: $72,000 (P00089)
MODIFICATION P00094 TO CONTRACT DASG60-98-C-0001
PAGE 13Bii OF 49 PAGES
PREVIOUS: MOD P00093

ACRN: BD
CUMULATIVE AMOUNT: $85,000
ACCT CLASS: 214 2040 0000 5Q-5Q07 P643327S3200 S01021 44N005/4N41JS254N/4N0000
ORDER NO: 4N41JS254N FUNDED AMT: $85,000 (P00091)

ACRN: BE
CUMULATIVE AMOUNT: $100,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021
ORDER NO: ER4D732100-01 FUNDED AMT: $100,000 (P00092)

ACRN: BF
CUMULATIVE AMOUNT: $100,000
ACCT CLASS: 214 2040 0000 5Q 5Q07 643327S2700 255Y S01021
ORDER NO: 4N41JD224N-Basic FUNDED AMT: $100,000 (P00093)

ACRN: BG
CUMULATIVE AMOUNT: $1,975,321
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D732100 S01021
ORDER NO: ER3D732100-01 FUNDED AMT: $1,975,321 (P00094)

CLIN 0009
(a) SUBCLIN 0009AA

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

000994
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<th>ACCT CLASS</th>
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<th>FUNDED AMT</th>
<th>MODIFICATION</th>
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<td>ER3D730000-01</td>
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<td>ER4D730100-01</td>
<td>$14,000,000</td>
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<td></td>
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<td></td>
<td>$500,000</td>
<td>P00094</td>
</tr>
</tbody>
</table>
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 fees(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.

<table>
<thead>
<tr>
<th>a. CLINs 0001 and 0002:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>(1) Amount Required for Full Funding:</td>
<td>$137,946</td>
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<tr>
<td>(2) Amount Allotted Under the LOF Clause for Payment of Costs:</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>(3) Total Amount Allotted and Obligated:</td>
<td>$440,106</td>
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<tr>
<td>(4) Net Amount Required for Full Funding:</td>
<td>$2,154</td>
</tr>
<tr>
<td>(5) Estimated Period of Performance the Allotted Amount Will Cover:</td>
<td>30 Sep 99</td>
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</table>

<table>
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<tr>
<th>b. CLINs 0003 and 0004:</th>
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<td>(1) Amount Required for Full Funding, Including Fee(s):</td>
<td>$145,166,476</td>
</tr>
<tr>
<td>(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>(3) Amount Separately Obligated for Payment of Target Fee:</td>
<td></td>
</tr>
<tr>
<td>(4) Total Amount Allotted and Obligated:</td>
<td>$96,738,101*</td>
</tr>
<tr>
<td>(5) Net Amount Required for Full Funding:</td>
<td>$48,428,375*</td>
</tr>
<tr>
<td>(6) Estimated Period of Performance the Allotted Amount Will Cover:</td>
<td>31 Dec 03</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>c. CLINs 0005 and 0006:</th>
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<tr>
<td>SUBCLIN 0005AA</td>
</tr>
<tr>
<td>--------------------------</td>
</tr>
<tr>
<td>(1) Amount Required for Full Funding, Including Fee(s):</td>
</tr>
<tr>
<td>(2) Amount Allotted Under the LOF Clause for Payment of Costs:</td>
</tr>
<tr>
<td>(3) Amount Separately Obligated for Payment of Target Fee:</td>
</tr>
<tr>
<td>(4) Total Amount Allotted and Obligated:</td>
</tr>
<tr>
<td>(5) Net Amount Required for Full Funding:</td>
</tr>
<tr>
<td>(6) Estimated Period of Performance the Allotted Amount Will Cover:</td>
</tr>
</tbody>
</table>

*NOT-TO-EXCEED (NTE) 000996
d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s): $41,558,000*

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

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

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

(5) Net Amount Required for Full Funding: $41,558,000*

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

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s): $41,047,110

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

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

(4) Total Amount Allotted and Obligated: $30,778,000

(5) Net Amount Required for Full Funding: $10,269,110

(6) Estimated Period of Performance the Allotted Amount Will Cover: 22 Oct 04

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s): $8,323,376

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

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

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

(5) Net Amount Required for Full Funding: $8,323,376

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

000997
H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE: Fuels as identified below will be provided through SA-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:

<table>
<thead>
<tr>
<th>NATIONAL STOCK NO. (NSN)</th>
<th>UNIT OF ISSUE</th>
<th>QUANTITY AUTHORIZED AS GFP</th>
</tr>
</thead>
</table>

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 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 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 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003.

b(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 22 Oct 04. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0013.
H-15. PARTNERING FOR SUCCESS: In an effort to most effectively accomplish the objectives of this contract, the government, the contractor, and the contractor's major subcontractors propose to engage in the Partnering process. The objective of Partnering is the establishment of a commitment between government and industry to improve communications and avoid disputes. After award, the parties will decide whether or not to engage in the Partnering process. If the parties decide to engage in Partnering, the parties will also decide the aspects of Partnering most applicable to the performance of this contract. It is intended that the framework for the process will be the Army Space and Missile Defense Command Model Partnering Process. The establishment of a Partnering arrangement will not affect the legal responsibilities of or relationship of the parties and cannot be used to alter, supplement, or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

H-16. PROCUREMENT PRIOR TO CDR: The contractor is authorized to fabricate the items associated with the following prior to CDR:

a. Fiber Optic Interface

b. Communication Payload Infrastructure

c. Weather Instruments
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>2. PAGE OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>W9113M</td>
<td>1</td>
</tr>
</tbody>
</table>

2. AMENDMENT/MODIFICATION NO: P00095

3. EFFECTIVE DATE: 23-Aug-2004

4. MODIFIED CONTRACT NO.: DFAR 43.103(R)

5. PROJECT NO. (if applicable): NONE

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
   RAYTHEON COMPANY
   180 HARTWELL ROAD
   BEDFORD MA 01730-0000

7. ADMINISTERED BY (if other than item 6):
   IDM TYNGSBORO
   70 NOX BLVD
   TYNGSBORO MA 01879

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
   TYNGSBORO
   PO BOX 841
   TYNGSBORO MA 01679

9. AMENDMENT OF SOLICITATION NO.
   X

10. MOD OF CONTRACT/ORDER NO.
   X

11. DATED (SEE ITEM 11)
   X

12. DATED (SEE ITEM 13)
   X

13. FACILITY CODE: 04154

14. AMOUNT OF FUNDING:
   $710,000

15A. NAME AND TITLE OF SIGNER (Type or print):

15B. CONTRACTOR/OFFEROR:

15C. DATE SIGNED:

15D. UNITED STATES OF AMERICA

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print):

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED:

EXCEPTION TO SF 30

APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-83)

Prepared by GSA

FAR (48 CFR) 53.243

30-105-04