SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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: BA

CUMULATIVE AMOUNT: \$21,200,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)

ACRN: BC CUMULATIVE AMOUNT: \$82,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207127

ORDER NO: NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)

- 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 \$23,688,321 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$23,688,321 dollars.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE ADD

Page 13Bi, Modification P00094 Page 13Bi, Modification P00095

MODIFICATION P00095 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00094

ACRN: AT

CUMULATIVE AMOUNT: \$6,984,679

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)
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00074)
ER3D730200-05 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

NMIPR039207

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 0005

ACRN: BA

CUMULATIVE AMOUNT: \$21,200,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090) ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)

ACRN: BB

CUMULATIVE AMOUNT: \$146,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207063

ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC

CUMULATIVE AMOUNT: \$82,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)

A MUNICIPALITY OF SOL	CTTATEON/MC113H	FICATION OF CONTRACT	T CONTRACT ID CO	DE PAGE OF PAGES
		STEATION OF CONTRACT	V	1 3
AMENDMENT/MODIFICATION NO	a marctive dans	4. REQUISITIONATURE TRASEREQ NO.	5, 14	OFFCT NO (II applicable)
P46	30-Aug-2004		<u> </u>	
i iv	METTEW HE	7. ADMINISTERED BY (Finite rhan tem 6) DOM TYNGGUCHO	CODE	NONE
MANNY SPACE A MODILE DEFENSE COMMAN	n	PO HOX 688 TYNGGRIKO AM OTUZU		1
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PLYSICIX 1500 HUNTSVILLE AL 35007-3001				
NAME AND ADDRESS OF CONTRAC	TOIC (No., Street, County, S	tate and Zip Code)	9A. AMENDMENT	PSOLICITATION NO.
DAY LIBEON COMPANY 180 BARLWELL BOAD				
UCOUNT 01330-0000	1		OB, DATED (SECUT)	:M111)
	ef		x IOA, MOD, OF CON	TRACT/ORDER NO.
			^ DASG60-98-C-000	
N. ()4164	FACILITY COL	W:	X 20-Aug-1998	11,391 1,1)
DE. UNIO		APPLIES TO AMENDMENTS OF SOLIC		
The above numbered subclination is amoughed as a	et forth in less 14. The hour and da	de specified for receipt of Fifter	is catended, to	of catender
i after must acknowledge receips of ably innendin	en prior to the hour and date specifi	ied in the selfeitation or as amended by some of the te	dlowing medicals:	
(a) By completing Berns K and 15, and remaining		nt; (b) ity ocknowledging receipt of this accordance.		ext;
		Freedment numbers: PARTINEOF YOUR ACK BORTO THE HOUR AND DATESPICIPED MA		
		ge an offer already submitted, each change may be a		
		an, and is received from to the opening hour and do	se abecutar	
ACCOUNTING AND APPROPRIATIO See Schedule	w tsv/tsv (it tedoiten)			
	IIS ITEM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS/	ORDERS.	
		TYORDER NO. AS DESCRIBED IN ITE		
CONTRACT ORDER NO. IN CIEM I THE AIROVE NUMBERED CONTRA	OA. CT/ORDER IS MODIFIED:	idiority) THE CHANGES SET FOR THEM TO REPLECT THE ADMINISTRATIVE	CHANGES (such as change	
**************************************		INT TO THE AUTHORITY OF FAR 43.1	(03(H).	
. grummant				
). OTHER (Specify type of modification)	md authority)			
MPORTANT: Commentor is no	. [5] is a second of the second	this day, sometimed and obtained	and the facility of the second	
		n this (locument and return 1	copies to the issuing office	
DESCRIPTION OF AMENDMENT/MO where teasible.)	DIFICATION (Organized by	UCF section headings, including solicitati	on/contract subject matter	1
e purpose of this modification is to eff	ect the following changes:			
Docroase incremental funding in the	amount of \$2,000,000 for s	porformance of CLIN 0003.		
Provide incremental funding in the ar	nount of \$1,990,000 for po	riomance of GLIN 0005,		
All other terms and conditions remain	unchanged and in full force	to and effoct.		ŀ
		er (DA, as herefolgre changed, rounius quehanged a	nd in full lines and effect.	
NAME AND THE HOUSE SHOW COM	weight	16A. NAME AND TITE OF CONT	RACTING OFFICER OW	
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Appropriate the same of the same of the same states and the same same states and the same same states and the same same same same same same same sam	ISC, DATE SIGNED	16		6C. DATE SIGNED
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the thermore present account to high)	7 0/31/04	344		SEP - 1 2004, (b)
2 TRUE TO SP 10	3	0-105-04	STANDAR	1) IX)RM 30 (Rev. 10-83)
COVED BY ORM 11 B4		•	Prescribed (ny CINA
		•	PAR (48 C)	·R) 5.1.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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 transfer an increment of funds from CLINS 0003/0004 to CLINS 0005/0006, and

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0005/0006,

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:

AY

CUMULATIVE AMOUNT:

\$1,000,000

ACCT CLASS:

214 2040 5O 5O17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO:

ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:

BA

CUMULATIVE AMOUNT:

\$23,200,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO:

ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)

ACRN:

BC

CUMULATIVE AMOUNT:

\$72,000

ACCT CLASS:

974 0400 1202 184 JT01 606051 65126J 600008 59233 25700

PRON: NMIPR049207127

ORDER NO:

NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

d. 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:

CLINs 0003 and 0004:

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ 145,166, 47 6	-0-	\$ 145,166,476	(6)(4)
(2)	Amount Allotted under the LOF Clause for Payment of Target Costs:				
(3)	Amount Separately Obligated				
	•	001004	!		

•	ent for Target Fee: nount Allotted gated:	\$ 96,738,101	(\$ 2,000,000)	\$ 94,738,101
(5) Net Amo	unt Required for	\$ 48,428,375	\$ 2,000,000	\$ 50,428,375
(6) Estimated	I Period of Performance ed Amount will cover:	31 Dec 03		31 Dec 03

- 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 \$25,678,321.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$25,678,321.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE ADD

Page 13Bi, Modification P00095
Page 14, Modification P00094
Page 21, Modification P00094
Page 21, Modification P00096
Page 21, Modification P00096

MODIFICATION P00096 TO CONTRACT DASG60-98-C-0001 **PAGE 13Bi OF 49 PAGES** PREVIOUS: MOD P00095

ACRN:

AT

CUMULATIVE AMOUNT:

\$6,984,679

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 ER3D730200-06

FUNDED AMT: \$2,960,000 (P00079) FUNDED AMT: (\$1,975,321) (P00094)

ACRN:

AW

CUMULATIVE AMOUNT:

\$100,000

ACCT CLASS:

973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

ORDER NO:

NMIPR039207

FUNDED AMT: \$100,000 (P00079)

ACRN:

AY

CUMULATIVE AMOUNT:

\$1,000,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO:

ER4D730000-01

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

ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

CLIN 0005

ACRN:

BA

CUMULATIVE AMOUNT:

ACCT CLASS:

\$23,200,000

214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO:

ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ER4D731500-02 ER4D731500-03

FUNDED AMT: \$ 700,000 (P00095)

FUNDED AMT: \$ 6,500,000 (P00090)

ER4D731500-04

FUNDED AMT: \$ 2,000,000 (P00096)

ACRN:

BB

CUMULATIVE AMOUNT:

\$146,000

ACCT CLASS:

974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207063

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

PRON: NMIPR049207127

ORDER NO:

NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089) NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095) NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

MODIFICATION P00096 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES

PREVIOUS: MOD P00094

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

a.	CLINs 0001 and 0002: (1) Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	437,540	
	•	\$ 440,100	(6)(4)
	(3) Total Amount Allotted and Obligated:	-	
	(4) Net Amount Required for Full Funding:	\$ (2,154)	
1.	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
Ь.	CLINs 0003 and 0004: (1) Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs	::	1. 3.0
	(3) Amount Separately Obligated for Payment of Target Fee:		(b)(4
	(4) Total Amount Allotted and Obligated:	\$ 94,738,101*	
	(5) Net Amount Required for Full Funding:	\$ <u>50,428,375*</u>	
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Dec 03	
C.	CLINs 0005 and 0006:		

SUBCLIN 0005AA

(5) Net Amount Required for Full Funding: \$\frac{164,011,800}{2} \tag{1}

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

*NOT-TO-EXCEED (NTE)

MODIFICATION P00096 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES

PREVIOUS: MOD P00094

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 compliar for portial deliveries of final. To assist the Contracting

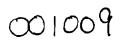
Officer in maintaining account when fuels ordered exceed 8:	ntability of total orders, the percent of the amount spe	contractor shall ecified below.	notify the Contracting Officer This is requested for each fuels refuels in excess of the amount	
	NATIONAL STOCK	UNIT OF	QUANTITY	
NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP	
(CAIV). Those changes whimplemented by the contractor to the government. Changes without an equitable reductidemonstrates 1) a comparable the government, and 3) the changes	nich do not alter the Aeron of 10 working days after not which alter the APS by red on in the estimated cost at gain in other performance lange does not alter the over	conforming to constat Performance ice of intent specucing the requirement schedule of requirements, 2) rall estimated co	ENDENT VARIABLE): The cost as an independent variable e Specification (APS) may be cifying the changes is provided ements may only be undertaken the contract if the contractor such changes are acceptable to st of the program. In no event, of paragraph A.2 of Appendix A	
H-10. INCREMENTAL FU	NDING OF THE CONTRA	CT:		
a. It is expected the in accordance with the LIMIT			e made on an incremental basis	
		to be performed	s presently allotted to hereunder until 30 Sep 99. The for CLIN 0001.	(b)(4)
to CLIN 0003 and available	MITATION OF FUNDS clar for payment to cover the wo obligated for Potential Fee (ork to be perform	is presently allotted ned hereunder until 31 Dec 03. If a total amount of	(b)(4)
to CLIN 0013 and available for	MITATION OF FUNDS clar or payment to cover the work obligated for Potential Fee (i	k to be performed	d hereunder until 22 Oct 04.	(b)(4)

ARCHIDACTOR OF COLLORS	CATION/MADE	TCATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF P	AGES
AMENDMENT OF SOLICIT	TATION/MODI	CICATION OF CONTRACT	v		1]	2
2 AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISTITION/PURCHASE REQ NO		5 PROJECT N	O,(If applicable)
P00097	13-Sep-2004					
6 IS / CODE	W9113M	? ADMINISTERED BY (If other than item 6)	COL	DE NONE		
U. PACE & MISSALE DEFENSE COMMAND	<u> </u>	DCM TYNGSBORO PO 60X 688		•		
		TYNGSBORO MA 01879				
(b)(6)						
HUNTSVILLE AL 35807-3801						
I. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, Stat	c and Zip Code)	9A. AMENDME	NT OF SOLE	CITATION N	10.
RAYTHEON COMPANY 180 HARTWELL ROAD			1-2-2-1			
BEDFORD MA 01730-0000			9B. DATED (SE	ETTEM (1)		
			y IOA, MOD, OF	CONTRACTA	OPDER NO	
			X DASGEO-98-C	-0001	ORDUR NO.	
			10B. DATED (S	SEE FTEM 13)	
ODE 04164	FACILITY COL	DE	X 20-Aug-1998			
	11. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLIC	TTATIONS			
The above numbered solicitation is amended as set forth i	in Rem 14 The hour and date	specified for receipt of Offer	is extended,	is not extend	ied.	
Offer must acknowledge receipt of this amendment prior	to the hour and date specifie	d in the solicitation or as amended by one of the follo	wing methods:	_		
(a) By completing Items 8 and 15, and returning	-	nt; (b) By acknowledging receipt of this amendment of	-	omitted;		
or (c) By separate letter or telegram which includes a refe						
RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this same						
provided each telegram or letter makes reference to the se						
2. ACCOUNTING AND APPROPRIATION DAT	(If required)					
See Schedule						
	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS/	ORDERS			
		ACT/ORDER NO. AS DESCRIBED IN ITE				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify auth	ority) THE CHANGES SET FORTH IN IT	EM 14 ARE MADE II	N THE		
B. THE ABOVE NUMBERED CONTRACT/O	DED IS MODIERD TO	O DEEL BOT THE ADMINISTRATIVE OF	ANGES (such as chan	use in naving		
		IT TO THE AUTHORITY OF FAR 43.103		Res in having		
SUPPLEMENTAL AGREEMENT IS F	ENTERED INTO PURS	UANT TO AUTHORITY OF:	**************************************			
D. OTHER (Specify type of modification and auti	hority)					
IAW FAR 52.232-22, Limitation of Funds						
. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuing of	office.		
4. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by	UCF section headings, including solicitation/	contract subject matter			
where feasible.)						
The purpose of this modification is to provide in	icremental funding in t	ne amount of \$360,000 for performance of	of CLIN 0005.			
All other terms and conditions remain unchange	ed and in full force and	effect				
, in other torrib and something formally and refig		110-11				
Due to a Standard Procurement System defect	, the date shown in blo	ck 10B of the SF30 may be inaccurate.	That date should be 3	10 Jan 98.		
court as provided herein, all terms and conditions of the docu	ment referenced in Item 9A o	or 10A, ag heretofore changed, remains unchanced an	d in full force and effect.			
5A. NAME AND TITLE OF SIGNER (Type or pri		MANUEL AND THE OF COM		(Type or prir	nt)	
The second secon					4	(O)
					(b)((b)
SB. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	IGR UNITED STATES OF AMERI	CA	16C	DATE SIGN	NED
	1				(D)(t))
(Signature of person authorized to sign)	-	(Signature of Contracting Office	er)	13	Sep-2004	
foregreen as become memorated to sitter)		(Catherine or Annual Catherine	,	1		

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

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



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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 provide 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:

BA

CUMULATIVE AMOUNT:

\$23,580,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO:

ER4D731500-05 FUNDED AMT: \$ 380,000 (P00097)

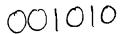
- 2. SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$26,058,321.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$26,058,321.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bi, Modification P00096

Page 13Bi, Modification P00097



MODIFICATION P00097 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00096

ACRN: AT

CUMULATIVE AMOUNT: \$6,984,679

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) 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

NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY

CUMULATIVE AMOUNT: \$1,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

CLIN 0005

ACRN: BA

CUMULATIVE AMOUNT: \$23.580.000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090) ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095) ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)

ER4D731500-05 FUNDED AMT: \$ 380,000 (P00097)

ACRN: BB

CUMULATIVE AMOUNT: \$146,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207063

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

PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095) NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

ADAERIDAERE OF OUT ICT	ATIONAAODIE	CATION OF CONTRACT	I CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				
2. AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	<u> </u>	5 PROJECT N	O (If applicable)
POMPS 98	07-Oct-2004				
c 3Y CODE	W9113M	7 ADMINISTERED BY (If other than item 6)	COI	DE NONE	
COMMAND (D)(6) O BOX 1500 HUNTSVILLE AL 35807-3801		DOM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879			
8. NAME AND ADDRESS OF CONTRACTOR (N RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	o., Street, County, State	and Zip Code)	9A AMENDME 9B DATED (SE		OTTATION NO.
			X 10A MOD. OF 6 DASG60-98-C-	-0001	managan ang managan kalangan kalangan ang managan ang managan ang managan ang managan ang managan ang managan
CODE 04164	FACILITY COD	F	X 20-Aug-1998	rassiism toj	
		APPLIES TO AMENDMENTS OF SOLICIT		***************************************	
The above numbered solicitation is amended as set forth in	Item 14. The hour and date:	specified for receipt of Offer	is extended,	is not extend	ed.
(a) By completing flems 8 and 15, and returning or (c) By separate letter or telegrum, which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this amon provided each telegram or letter makes reference to the sol 12. ACCOUNTING AND APPROPRIATION DATA	ence to the solicitation and so LECEIPT OF OFFERS PRIOR diment you desire to change a location and this amendment	R TO THE HOUR AND DATE SPECIFIED MAY RE in offer already submitted, such change may be made b	LEDGMENT TO BE SULT IN y talogram or letter,	brnitted;	
See Schedule	r (m requires)				
13. THIS FI		O MODIFICATIONS OF CONTRACTS/OF CT/ORDER NO. AS DESCRIBED IN ITEM		*************************************	
A. THIS CHANGE ORDER IS ISSUED PURSU/ CONTRACT ORDER NO. IN ITEM 10A.				N THE	
*E ABOVE NUMBERED CONTRACT/OR .c., appropriation date, etc.) SET FORTH IN .c. SUPPLEMENTAL AGREEMENT IS EN	ITEM 14, PURSUAN	T TO THE AUTHORITY OF FAR 43.103(B		iges în paying	
D. OTHER (Specify type of modification and authors) (AW FAR 52.232-22, Limitation of Funds	ority)				
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	opies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICA where feasible.) The purpose of this modification is to provide inc \$9,269,110 for performance of CLIN 0013. All other terms and conditions remain unchange.	remental funding in the	e amount of \$21,474,000 for performance	_	MA 1941	
Due to Standard Procurement System defect, th			date should be 30	Jan 98.	
Except as provided herein, all terms and conditions of the docum	und referenced in 18em 9A or				
15A. NAME AND TITLE OF SIGNER (Type or prin	1)	AZA MANOR AND TETE E DE CONTE	MOTING OFFICEI	(T)	(b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED			c	DATE SIGNED Oct-2004 (b)(6)
(Signature of person authorized to sign)	•	(Signature of Contracting Officer))7	-Oct-2004 \~ /\ \
EVOLUTION TO OF 20	<u> </u>	1 / Barrier or community Cutton			

VED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

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

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 0005 and 0006), is modified to add the following:

ACRN: BH

CUMULATIVE AMOUNT: \$21,474,000

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021

ER5D730000/54KJLE/4K0000

ORDER NO: ER5D730000-01 FUNDED AMT: \$21,474,000 (P00098)

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

ACRN:

ВJ

CUMULATIVE AMOUNT:

\$9,269,110

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021

ER5D730100/54KJLE/4K0000

ORDER NO: ER5D730100-01 FUNDED AMT: \$9,269,110 (P00098)

d. 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:

CLINs 0013 and 0014:

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-()-	\$ 41,047,110	_
(2)	Amount Allotted under the LOF Clause for Payment of Target Costs:				(4)(4)
(3)	Amount Separately Obligated				
	for Payment for Target Fee:		_		•
(4)	Total Amount Allotted and Obligated:	\$ 30,778,000	\$ 9,269,110	\$ 40,047,110	
(5)	Net Amount Required for Full Funding:	\$ 10,269,110	(\$ 9,269,110)	\$ 1,000,000	
(6)	Estimated Period of Performance	22 Oct 04		30 Sep 05	
			フ		

the Allotted Amount will cover:

- 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 \$47,532,321.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$47,532,321.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE ADD

Page 13Bii, Modification P00094
Page 13D, Modification P00094
Page 13D, Modification P00098
Page 15, Modification P00094
Page 15, Modification P00098
Page 21, Modification P00098

MODIFICATION P00098 TO CONTRACT DASG60-98-C-0001 PAGE 13Bü OF 49 PAGES PREVIOUS: MOD P00094

ACRN:

BD

CUMULATIVE AMOUNT:

\$85,000

ACCT CLASS:

21 4 2040 0000 5O-5O07 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

ER4D732100/44KJLE/4K0000

ORDER NO:

ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN:

BF

CUMULATIVE AMOUNT:

\$100,000

21 4 2040 0000 5Q 5Q07 643327\$2700 255Y \$01021

44N006/4N41JD224N/4N0000

ORDER NO:

ACCT CLASS:

4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

ACRN:

BG

CUMULATIVE AMOUNT:

\$1,975,321

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D732100 S01021

ER3D732100/34KJLE/4K0000

ORDER NO:

ER3D732100-01 FUNDED AMT: \$1,975,321 (P00094)

ACRN:

BH

CUMULATIVE AMOUNT:

\$21,474,000

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021

ER5D730000/54KJLE/4K0000

ORDER NO:

ER5D730000-01

FUNDED AMT: \$21,474,000 (P00098)

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)

MODIFICATION P00098 TO CONTRACT DASG60-98-C-0001 PAGE 13D OF 49 PAGES PREVIOUS: MOD P00094

CLIN 0013

ACRN:

AU

CUMULATIVE AMOUNT:

\$7,970,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO:

ER3D730000-01

FUNDED AMT: \$ 775,000 (P00073)

ER3D730000-02 ER3D730000-03

FUNDED AMT: \$4,000,000 (P00073) FUNDED AMT: \$1,000,000 (P00077)

ER3D730000-04

FUNDED AMT: \$2,195,000 (P00078)

ACRN:

AX

CUMULATIVE AMOUNT:

\$3,396,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLF/4K0000

ORDER NO:

ER3D740000-01

FUNDED AMT: \$3,396,000 (P00080)

ACRN:

ACRN:

AZ

CUMULATIVE AMOUNT:

\$19,412,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021

ER4D730100/44KJLE/4K0000

ORDER NO:

ER4D730100-01

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

ER4D730100-02

FUNDED AMT: \$ 4,912,000 (P00087)

ER4D730100-03 FUNDED AMT: \$ 500,000 (P00094)

 \mathbf{BJ}

CUMULATIVE AMOUNT:

\$9,269,110

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021

ER5D730100/54KJLE/4K0000

ORDER NO:

ER5D730100-01 FUNDED AMT: \$9,269,110 (P00098)

MODIFICATION P00098 TO CONTRACT DASG60-98-C-0001 PAGE 15 OF 49 PAGES PREVIOUS: MOD P00094

A	CI	TNIc	OOL	1 and	0012

(1) Amount Required for Full Funding, Including Fee(s): \$41,558,000*

(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:



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

(4) Total Amount Allotted and Obligated: \$40,047,110

(5) Net Amount Required for Full Funding: \$\,\text{1,000,000}\$

(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 05

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s): \$ 8,323,376

(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:

00/017

(b)X4

NOMENCLATURE

for CLIN 0013.

H-9.

MODIFICATION P00098 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00096

QUANTITY

AUTHORIZED AS GFP

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:

DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):

contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor

UNIT OF

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NATIONAL STOCK

NO. (NSN)

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 sis 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 s presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of soligated for Potential Fee (if applicable), for a total amount of	(b)(4)

100/018

O	TATION/MODIF	ICATION OF CONTRACT	· SNTRACT		PAGE OF PAGES
OA MOITA SHIDOLPH THE MONEY	1 EFFECTIVE DATI: 07-Feb-2005	4 NEQUISITION/PURCHASA REQ NO.		V. PROJEC'T NO	
GARMY SPACE A MASSIR E OFFENSE COMMAND CODE CO)(6)	7 ADMINISTERED BY (If their than term 6) OCM TYNGSBORD PO BOX 656 TYNGSBORO MA 01873	(1)	DE NONE	
NAME AND ADDRESS OF CONTRACTO RAYTHEON COMPANY 180 MARTIVELL ROAD BEOFORD MA 01/30-0000	OR (No., Street, County, Sta	uc and Zm Code)	9A. AMENDMI 9B. DATEL (SI		PEATION AND
			X JOA. MOD OF DASG60-98-C		
DE 04164	PACILITY CODE 11. THUS ITEM ONLY A	EPPLIES TO AMENDMENTS OF SOLIC	108 DATED (3 X 20-Aug-1998 ITATIONS	SEE ITEM 13)	
or (c) By separate latter or relegrant which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of the provident ench relegrant or letter makes reference to	copies of the amendment a reference to the solicitation and a THE RECEDT OF OFFERS PRI is argendanciar you desire to change the solicitation and this arcendment	(b) By acknowledging receipt of this amendment increadment invitoes. FAILURE OF YOUR ACKNOW FO THE HOUR AND DATE SPECIFIED MAIN of increasing that be in	un each dopy of the offer NOWLEDCIMENT TO DI Y RESULT IN NOW telegram of fetter		
ACCOUNTING AND APPROPRIATION See Schedule		MODIFICATIONS OF CONTRACTS/C	neties:		
This SUPPLEMENTAL AGREEMENT Of the Control of the	TYORDER IS MODIFIED TO THEN ITEM 14, PURSUAL IS ENTERED INTO PURS B authority)	O REFLECT THE ADMINISTRATIVE (NTTO THE AUTHORITY OF FAR 43.1	EHANGES ISUCH AS		IIK
Special Contract Requirements Paragra MPORTANT: Contractor X is not.		this document and reunn	copies to the issuing	office.	
DESCRIPTION OF AMENDMENT/MODI where feasible.)			un/contract subject m	ətter	
LIN 0009AA				(b)(4)	
IN COO9AB Materials					
or as provided Accels, all (21145 and conditions of the					7. 51-21
ot as provided Accein, all terms and conditions of the		(DA, is hereinfore changes, remains unchanged a			υ (b)(6)
PLAS Provided fracein, all terms and conditions of the NAME AND THELE OF SIGNER (Type of CONTRACTOR/OFFEROR			RACTING OFFICE	R (Tvpa ()r ()))))	(b)(6) OATE SIGNED Seb-2005 (b)(6)

FAR (48 CFK) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

- 1. As a result of the option exercise, the contract amount is increased by \$260,000. Standard Form 26, Block 15G, is increased accordingly, from \$187,121,532 to \$187,381,532.
- 2 Section B, Paragraph B-1, CLIN 0009AA and 0009AB are modified as follows:

a. CLIN 0009AA Available Direct Productive pe	exon Hours (DPPH) is reduced by DPPH, from to	(b)(4)
Amount is decreased by	a \$13 464 220 Greenised DPPH is increased by	(0)(1)
DPPH, from to Amount is increased	ased by	

(b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$3,455, from \$5,433,402 to \$5,429.947. Exercised Material Dollars is increased by \$3,455, from \$94,894 to \$08.349

(b)(4)

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

SubCLIN 0009AA.

ACRN:

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021 R5D731100/54KILE/4K0000 ORDER

NO ER5D731100-01 FUNDED AMOUNT:

SubCLIN 0009AB:

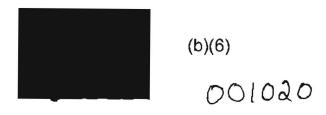
ACRN: BE

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021 R5D731100/54KJLE/4K0000 ORDER

NO ER5D731100-01 FUNDED AMOUNT: \$3,455 (PC0099)

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:

SUE	CLIN 0009AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880	> . >
(2)	Amount Allotted under the LOF Clause for Payment of Costs:				(b)(4)
(3)	Amount Separately Obligated for Payment of Fee:				
(4)	Total Amount Allotted and Obligated:	\$ 375,106		\$ 631,651	
(5)	Net Amount Required for Pull Funding:	\$13,720,774	(\$256,545)	\$13,464,229	



SUE	BCLIN 0009AB	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296	_
(2)	Amount Allotted under the LOF Clause for Payment of Costs:				(6)(4)
(3)	Amount Separately Obligated for Payment of Fee:				
(4)	Total Amount Allotted and Obligated:	\$ 94,894	\$3,455	\$ 98,349	
(5)	Net Amount Required for Full Funding:	\$5,433,402	(\$3,455)	\$5,429,947	

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

DELETE	ADD
Page 1, Modification P00089	Page 1, Modification P00099
Page 3B, Modification P00084	Page 3B, Modification P00099
Page 13C, Modification P00076	Page 13C, Modification P00099
***	Page 13Ci, Modification P00099
Page 14B, Modification P00076	Page 14B, Modification P00099
Page 14C, Modification P00069	Page 14C, Modification P00099

MODIFICATION P00099 PREVIOUS P00089

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MODIFICATION P00099 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00084

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT	
0009A.A	Available Direct Productive Person Hours (DPPH) Exercised DPPH		See B-10 See B-10		(b) (4)
0009AB	Available Material Dollars Exercised Material Dollars		See B-10 Sec B-10		
0015AA	Available Direct Productive Person Hours (DPPH) Exercised DPPH	-0-	See B-16 See B-16		
0015AB	Available Material Dollars Exercised Material Dollars		See B-16 See B-16		(b) (4)

MODIFICATION P00099 TO CONTRACT DASG60-98-C-0001 PAGE 13C OF 49 PAGES PREVIOUS: MOD P00076

ACRN: AK

CUMULATIVE AMOUNT: \$85,000

ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123

REF: BMDO 0101129881

ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)

BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL

CUMULATIVE AMOUNT: \$45,000

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021

ER0D731900/0YYJLE/H

ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ

CUMULATIVE AMOUNT: \$45,106

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

ACRN: AV

CUMULATIVE AMOUNT: \$0

ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021

ER3D731000/34KJLE/4K0000

ORDER NO/PRON: ER3D731000-01 FUNDED AMT: \$250,000 (P00075)

ER3D731000-02 FUNDED AMT: (\$250,000) (P00076)

ACRN: BK

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021

R5D731100/54KJLE/4K0000

ORDER NO: ER5D731100-01 FUNDED AMT: \$256,545 (P00099)

MODIFICATION P00099 TO CONTRACT DASG60-98-C-0001 PAGE 13Ci OF 49 PAGES ADDED: MOD P00099

(b) SUBCLIN 0009AB:

ACRN: AQ

CUMULATIVE AMOUNT: \$59,894

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)

ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN: AR

CUMULATIVE AMONT: \$35,000

ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

ACRN: BK

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021

R5D731100/54KJLE/4K0000

ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455 (P00099)

MODIFICATION P00099 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00076

SUBCLIN 0007AB

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>10,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding:	\$ <u>10,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
SUBCLIN 0007AC	
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Target Fee:	\$0-
(4) Total Amount Allotted and Obligated:	\$0-
(5) Net Amount Required for Full Funding:	\$ <u>61,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
CLINs 0009 and 0010:	
SUBCLIN 0009AA:	
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>14,095,880</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Fee:	(4)(4)
(4) Total Amount Allotted and Obligated:	\$ 631,651
(5) Net Amount Required for Full Funding:	\$ <u>13,464,229</u>

*NOT-TO-EXCEED (NTE)

e.

001026

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

MODIFICATION P00099 TO CONTRACT DASG60-98-C-0001 PAGE 14C OF 49 PAGES PREVIOUS: MOD P00069

SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s): \$ 5,528,296

(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: \$ 98,349

(5) Net Amount Required for Full Funding: \$ 5,429,947

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

	7000 455 5 1 12	#1182 ##1##71 # M14#55 # 2	AT PERSONAL PROPERTY		. FORTRYPIN	of Capp	PASIS OF PAGES
AMENDMENT OF SOLICITA	HUNA	IODIFICATION O	E CONTRACT		V		: 17
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ODE 04184	t í	THIS COME ONLY APPL	I JES TO AMENDMENTS OF SOLICITATION:		20-Aug-1998	 	
The drive managed attestation is applied as so		**************************************		•	is e dendes.	- maresus	vr-1
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(a) By completing finitis 6 and 15, and returning or to: By separate letter of relegants which metads	n a midleme	exples of the arrendment to the unbeliation and amend	THE HOUR AND DATE SPECIFIED MAY RESULT	cheaps MENT			
REJECTION OF YOUR OFFER. If by sinus of	(his ansembro	em you desire to change an of	or already submaried, such change may be made by teleg		britet,		
			is rearised peace in the appearing futur and that specified			******	
2 ACCOUNTING AND APPROPRIATION I See Schedule	DA LA (IF r	equired)					
			DIFICATIONS OF CONTRACTS/ORDERS RUER NO. AS DESCRIBED IN LIEM 14,				
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN LIGHT 10.		TO: (Specify authority) T	HE CHANGES SET FORTH IN ITEM (4 ARE	MAD	EAN THE		
office, appropriation date, etc.) SET FOR	CTH IN ITH	EM 14. PURSUANT TO		th as ch	nanges in paying;		
C THIS SUPPLEMENTAL AGREEMENT FAR 52.249-2. Changes - Cost-Reimbur			O ACTHORITY OF				
D. OTHER (Specify type of modification and	d anthority)	77.77.79.79.				
IMPORTANT Contractor	ं अस्ति,	x is required to sign	this document and eaturn 1	cot	nes to the assing all	ice:	
Seasible,)			ion headings including solicitation/contract subject of the S630 may be inaccurate. That date				
The contract is hereby changed as describ	ad herein						
						•	
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noun as provided beroin, all terms and conditions of the		reterement in term TA or itA.	nt heretifore changed, remains unclanged and in fall to				
	,	(b)(6)			K. A.	or princ) (b)(6)
		15C DATE SIGNED	2.5	71		(b)(6	A A THE CONTRACT
CALEBRAGA OF SELECTION TO SELEC			30-105-64		\$45-31	arted by Q5,	
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MOD POO 100 NOT 15SUED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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, P00061, and P00086) as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

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

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

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>
	BASIC (SEGMENT 1)			
0001	Risk Mitigation – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0005	JLENS System – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			



OPTION IV

hereof.

A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J,

				Page 4 of 17
0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINS 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hercof.	1	Lot	Not Separately Priced
	BASIC			
0013	Spiral 1 - COTS - Based System	1	Task	\$41,047,110
	Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof.			
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<u>OPTION V</u>			
0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, 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	See B-15		
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 A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	l	Lot	Not Separately Priced

DASG60-98-C-0001

P00101

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

c. The following has been added to Clause B-9, INCENTIVE FEE:

<u>INCENTIVE FEE FOR CLINs 0005/0006</u>:

SUBCLIN 0005AA: RESERVED

SUBCLIN 0005AB: RESERVED

SUBCLIN 0005AC:

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 0005AC and 0006 is set forth below:

(b)(4)Target Cost Target Fee Incentive Arrangement: Maximum Fee -(b)(4)Minimum Fee -Underrun: Contractor for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. Contractor for the amount by which the total allowable Overrun: cost exceeds the target cost until minimum fee is attained. FAR 52.216-10 INCENTIVE FEE (p)(4) Paragraph (e)(1) is stated as follows: "(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased b or 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 that r less tha target cost." d. The following clauses have been changed in Section B: (1) B-4. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006: SUBCLIN 0005AA **TBD** Target cost:

TBD

TBD

TBD

\$68,856,708*

SUBCLIN 0005AB

Target fee:

Minimum incentive fee:

Maximum incentive fee:

Total target cost and target fee:

b.

d.

a. Target cost: TBD

. Target fee: TBD

c. Minimum incentive fee: TBD

d. Maximum incentive fee: TBD

e. Total target cost and target fee: \$700,935,118*

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

SUBCLIN 0005AC

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



\$ 17.362.936

(b)(4)

(2) B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

- a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/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 CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. 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: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- 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. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- h. CLINs 0002, 0004, 0006, 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.
- (3) B-12. <u>SEPARATE APPLICATION OF FUNDING</u>: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

- 2. SECTION F DELIVERIES OR PERFORMANCE is changed as follows:
 - a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:
- 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 CLINs 0005 and 0006 as follows:
- 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
- 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
- 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, 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 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 0005 is deleted and replaced with the following:

MILESTONE EVENT TIME PERIOD

CLIN 0003 - PTIR System

FP Demo Second Quarter FY 00

PTR Hardware PDR First Quarter FY 01

PTIR Hardware CDR Fourth Quarter FY 01

Tether CDR Second Quarter FY 02

POD TRIMMs Assembled Fourth Quarter FY 02

REX Assembled Second Quarter FY 03

Tether Test Second Quarter FY 03

PTIR SRS Released Fourth Quarter FY 03

POM TRIMMs Complete Third Quarter FY 03

Master Test Plan (Draft) Fourth Quarter FY 03

CLIN 0005

SUBCLIN 0005AA

Logistics Planning Documents First Quarter FY 04

Draft Master Test Plan Third Quarter FY 04

PTTR Build 1 SRS Released First Quarter FY 05

System Requirements Review (SRR) Second Quarter FY 05

POM TRIMMS Assembled & Tested Fourth Quarter FY 05

System Functional Review Fourth Quarter FY 05

Master Test Plan Fourth Quarter FY 05

SUBCLIN(s) 0005AB/0005AC

Platform PDR (Part 1 System PDR)

Second Quarter FY 06

Platform CDR Fourth Quarter FY 06

System ICD Fourth Quarter FY 06

Processing Station & CP PDR (Part 2 System PDR) First Quarter FY 07

Mil O&S PDR First Quarter FY 08

System Integration Laboratory (SIL) Functional Verification

Test (FVT) Second Quarter FY 07

Processing Station & CP CDR Third Quarter FY 07

Precision Track Illumination Radar (PTIR) Complete Fourth Quarter FY 07 (b)(3)(A)

System CDR First Quarter FY 08

PTIR #1 FVT Complete Second Quarter FY 08

PTIR SIL S1AP Demonstration (LINK 16) Second Quarter FY 08

PTIR SIL SIAP Demonstration (Link 16/CEC)
Third Quarter FY 08

Orbit Test (SDD #1) Complete First Quarter FY 09

Orbit FVT Test (SDD #2) Complete Second Quarter FY 09

Production Readiness Review Second Quarter FY 09

Contractor Test Report (Elevated) Second Quarter FY 09

Processing Station Software (TBM, SMTI, LCR) Build 4

Demonstration Fourth Quarter FY 09

Log Demo Complete First Quarter FY 10

JTA-A Certification Complete First Quarter FY 10

PQT Complete/Contractor Final Test Report/DD 250 Second Quarter FY 10

CLIN 0007

SUBCLIN 0007AA - SuR

Sur Risk Reduction IPR Third Quarter FY 05

SuR Preliminary Design Review Third Quarter FY 05

SuR Critical Design Review Second Quarter FY 06

SIAP Demonstration First Quarter FY 08

SuR Delivery Fourth Quarter FY 08

SUBCLIN 0007AB - SuR

Mobile Mooring Station Delivery Fourth Quarter FY 08

SUBCLIN 0007AC - SuR

Leave Behind Capability Including GSE Fourth Quarter FY 08

SUBCLIN 0007AD - PDRR

SuR Launch and Recovery Fourth Quarter FY 05

CLIN 0011

Deliver Final Report Twenty-four Months after exercise of Option

CLIN 0013 - Spiral 1

System Requirements Review Second Quarter FY 03

System Functional Review Third Quarter FY 03

Spiral I Radar IPR Fourth Quarter FY 03

Platform IPR First Quarter FY 04

Communication Payload IPR Second Quarter FY 04

Processing Station IPR Third Quarter FY 04

SIL Demonstration Fourth Quarter FY 04

Spiral I Radar FVT Third Quarter FY 05

Spiral 1 Platform FVT First Quarter FY 05

Integration Testing Second Quarter FY 05

RS-05 Spiral 1 Capability Demonstration Third Quarter FY 05

RS-05 Test Report Fourth Quarter FY 05

c. Paragraph F-6, DD 250 (Applicable to CLIN 0005 only), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL A016 (notionally Second Quarter FY 10). This process will verify compliance to the system specification.

- 3. SECTION G CONTRACT ADMINISTRATION DATA.
 - a. Paragraph G-3, CONTRACTING ACTIVITY REPRESENTATIVE, is modified to read as follows:

NAME:

ORGANIZATIONAL CODE:

TELEPHONE NUMBERS:

COMMERCIAL:

DEFENSE SWITCHED NETWORK (DSN):



(b)(4)

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

CLINS 0003:

ACRN:

AT

CUMULATIVE AMOUNT:

T: \$6,984,678.52

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO:

ER3D730200-07

FUNDED AMT: (\$0.48) (P00101)

CLINs 0005AA:

ACRN:

BA

CUMULATIVE AMOUNT:

\$24,077,878

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO:

ER4D731500-06

FUNDED AMT: \$300,000 (P00101)

ER4D731500-07 ER4D731500-08 FUNDED AMT: \$ 878 (P00101) FUNDED AMT: \$150,000 (P00101)

ER4D731500-09

FUNDED AMT: \$ 47,000 (P00101)

ACRN:

BH

CUMULATIVE AMOUNT:

\$24,899,332

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021

ER5D730000/54KJLE/4K0000

ORDER NO:

ER5D730000-02 FUNDED AMT: \$ 3,425,332 (P00101)

ACRN:

BĽ

CUMULATIVE AMOUNT:

187,000 \$

ACCT CLASS:

AA 9750400 1202 185 JT01 606051 600008 59233 65126J

525700 F252700 FSR: 003624 PSR: 205070 DSR: 126753

ORDER NO:

(3)

FIAFIW054GV06-01 FUNDED AMT: \$187,000 (P00101)

- c. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraphs b and c are changed to read as follows:
 - CLINs 0003 and 0004: ь.

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

\$<u>145,166,476.00</u>

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

Amount Separately Obligated for Payment of Target Fee:

(4) Total Amount Allotted and Obligated:

\$<u>94,738,100.52</u>

(5) Net Amount Required for Full Funding:

\$ 50,428,375.48

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

31 Dec 03

CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\$ 68,856,708*

Amount Allotted Under the LOF Clause for Payment of Costs:

Amount Separately Obligated for Payment of Target Fee:

Total Amount Allotted and Obligated:

\$_51,642,531

Net Amount Required for Full Funding:

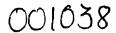
\$ 17,214,177*

(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Jun 2005

SUBCLIN 0005AB

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

\$<u>700,935,118*</u>



(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:	\$ <u>700,9</u>	35,118*				
(6)	Estimated Period of Performance the Allotted Amount Will Cover:						
*N(*NOT-TO-EXCEED (NTE)						
SUE	BCLIN 0005AC						
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>17,36</u>	2,936				
(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-				

d. Paragraph G-9, DCMA FACILITIES, is added as follows:

(5) Net Amount Required for Full Funding:

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.

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

- 4. SECTION H SPECIAL CONTRACT REQUIREMENTS is changed as follows:
- a. Paragraph H-1, TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION, paragraph a, Office Symbol is changed to read SFAE-MSLS-CMDS-JLN and Phone Number is changed to read (256)313-3700.
 - b. Paragraph H-3, OPTIONS, is changed to read as follows:

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:

<u>OPTION</u> <u>DATE</u>

CLINs 0005/0006

0005AB (Option IA)**
0005AC (Option IB)

NLT 15 Oct 2005 NLT 31 Oct 2007

\$<u>17,362,936</u>

CLINs 0007/0008 (OPTION II)

0007AA 0007AB 0007AC NLT 30 Nov 2001 NLT 30 Nov 2002 NLT 30 Jun 2003

CLINs 0011 and 0012 (Option IV)

NLT 30 Dec 2005

CLINs 0015 and 0016 (Option V)

NLT 30 Sep 2005

**The U.S. Army Space & Missile Defense Command will exercise and award Option 1A (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone B and availability of JLENS program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

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 will be used to exercise CLIN 0009, if it is exercised incrementally.

(b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per will be used to exercise CLIN 0015, if it is exercised incrementally.

(b)(4)

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC 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.

c. Paragraph H-5, PUBLIC RELEASE OF INFORMATION, is changed to read:

The release of information to the public shall be governed by the Security Classification Guide. Requests for release shall be submitted to the PEO Missile and Space, JLENS Product Office, ATTN: SFAE-MSI S-CMDS-II N Program Security Manager. P.O. Box 1500, Huntsville, AL 35807-3801. No public release of

(b)(7)(E)

- d. Paragraph H-8, GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE, is hereby deleted.
- e. Paragraph H-9, DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE), is hereby changed to read as follows:

The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the JLENS Performance Specification (JPS) – Spiral 2 System 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 JPS 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 Appendix A of the JPS or Annex A of the JPS.

f. Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT:

(1)	Paragraph	¢.	is	changed	as	follows:
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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 (b)(4)s obligated for Potential Fee (if applicable), for a total amount of \$94,738,100.52 for CLIN 0003.

(2) Paragraph d. is changed as follows:

d. Pursuant to the LIMITATION OF FUNDS clause, the sum of	s presently allotted to
SubCLIN 0005AA and available for payment to cover the work to be performed hereund	der until 30 Jun 05. The
amount of is obligated for Potential Fee (if applicable), for a total amount of S	\$51,642,531 for SubCLIN
0005 AA.	

(b)(4)

(3) Paragraph f, CLINs 0003, 0005, and 0013 are changed as follows:

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0003	Current Obligations (Nov 04)		\$94,738,100.52
SUBCLIN 0005AA	Current Obligations (Mar 05) FY 05	\$17,214,177	\$51,642,531
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

g. Paragraph H-12, GOVERNMENT FURNISHED PROPERTY/SERVICES is hereby deleted.

h. Paragraph H-14, KEY PERSONNEL, paragraph b, is hereby changed to read as follows:

Key Personnel List:



POSITION

(b)(6)

- i. Paragraph H-16, PROCUREMENT PRIOR TO CDR, is hereby deleted.
- j. Paragraph H-17, CONTRACTOR'S ORGANIZATION AND RELATIONSHIP WITH OTHER CRUISE MISSILE DEFENSE SYSTEM OF SYSTEMS CONTRACTORS AND GOVERNMENT PROGRAMS is added as follows:

The government is engaged in the development of an integrated cruise missile defense conducted under the auspices of the Program Executive Officer, Missile and Space. 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 (ILENS), 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.

(b)(4)

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.

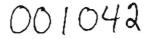
k. H-18, CAS NONCOMPLIANCE is added as follows:

Award of this contract does not constitute a determination that the contractor's disclosed and applied accounting practices used in pricing this contract are in compliance with Cost Accounting Standards (CAS). The parties retain their rights to adjust the contract price, if applicable, under FAR clauses 52.230-2 and 52.230-6 of this contract.

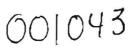
5. SECTION J - LIST OF ATTACHMENTS is changed as shown below:

hereto by reference and previously furnished.

TITLE	DATE	# OF PAGES
Award/Contract (SF 26) and Continuation Sheets		66
Contract Security Classification Specification (DD Form 254-E) Rev 7	3 Nov 04	8
CLIN 0001: Statement of Work SW-JLENS-16-97, "JLENS Program," Rev. 1 with Attachment A (Applicable to CLIN 0001 only.), attached hereto by reference and previously furnished.	01 Oct 99	12
CLINs 0003, 0005, 0007, 0009, 0011 Statement of Work SW-JLENS-16-97, "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011," Rev. 9	28 Feb 05	14
CLINs 0013, 0015 Statatement of Work SW-JLENS-16-97, "JLENS Program, Spiral 1," Rev. 4	03 Dec 02	15
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U), Spiral 2 System. Rev 1. (includes Appendices A through G, 48 pages) b) (7)(E) attached	20 Sep 04	80



GFE/GFP/GFS	10 Aug 04	4
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Oct 03	28
JLENS Program (Applicable to CLINs 0003, 0005, 0007, 0009, and 0011) Approaches are hereby incorporated into the contract by reference:		
Program Management Approach	25 Feb 05	26
Systems Engineering Approach	25 Feb 05	61
Risk Mitigation	25 Feb 05	6
Simulation, Test and Evaluation Approach	25 Feb 05	28
Specialty Engineering	25 Feb 05	40
Operations Security	25 Feb 05	1
Operations and Sustainment	25 Feb 05	1
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. A001 through A028	24 Feb 05	28
Acronym List	8 Nov 04	13
Rights in Technical Data and Computer Software attached hereto by reference.	19 Oct 04	4
Program Security Procedures Guide, attached hereto by reference and previously furnished.	Aug 2000	70
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Project Office, Spiral 1 Security Classification Guide	26 May 04	38
The following attachments have been deleted:		
incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88



6. SF 26, Block 6, Administered By, is hereby changed to read as follows:

CODE: S2205A DCMA Raytheon 50 Apple Hill Drive M/S T2FR2 Tewksbury, MA 01876

7. SF 26, Block 7, Name and Address of Contractor, is hereby changed to read as follows:

Raytheon Company 180 Hartwell Road Bedford, MA 01730

8. SF 26, Block 12, Payment Will Be Made By, is hereby changed to read as follows:

CODE: HQ0337 DFAS Columbus Center DFAS-CO/North Entitlement Operations P.O. Box 182266 Columbus, OH 43218-2266

9. As a result of the above changes, the total contract value is bereby increased by \$68,856,708, from \$187,121,532 to \$255,972,240.

AMENDMENT OF SOLICIT	TATION/MODII	FICATION OF CONTRACT		i contract V	3(4) ± (1)	۴۸(اد ((r vacis 3
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CORRECTION

Modification P00101, Item #9 (page 17 of 17) is changed to read:

As a result of the above changes, the total contract value is hereby increased by \$68,856,708 from \$187,381,532 to \$256,238,240.

SUMMARY OF CHANGES

- 1. As a result of the option exercise, the contract amount is increased by \$228,000, from \$256,238,240 to \$256,466,240.
- Section B, Paragraph B-1, CLIN 0009AA and 0009AB are modified as follows:

a. CLIN 0009AA Available Direct Productive Person Hours (DPPH) is reduced by DPPH, from

Amount is decreased by \$146,315, from

Exercised DPPH is

(b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$81,685, from \$5,429.947 to \$5,348,262. Exercised Material Dollars is increased by \$81,685, from \$98,349 to \$180,034.

In accordance with the above, Contract Clause B-9 (CLINs 0009AA and 0009AB) are revised to read as follows:

CLIN	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT	
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10		(b)(4)
	Exercised DPPH		See B-10		(0)(4)
0009AB	Available Material Dollars		See B-10	\$ 5,348,262	
	Exercised Material Dollars		See B-10	\$ 180,034	

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

SubCLIN 0009AA:

ACRN: BM

ACCT CLASS: 21 5 2040 0000 5Q-5Q07 P643327.S2700 255X 201021 54N006/4N51JD184N/4N000

PRON: 4N51JD184N CC: 4N0000

ORDER NO.. 4N51JD184N-01 FUNDED AMOUNT: \$125,000

ACRN: BN

ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J 525700 F25700 FSR: 003624

PSR: 205062 DSR: 086263

ORDER NO. F1AF) W5088GV01 FUNDED AMOUNT: \$ 21,315

SubCLIN 0009AB:

ARRN:

BN

ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J 525700 F25700 FSR: 003624

PSR: 205062 DSR: 086263

ORDER NO.: F1AF1W5088GV01

FUNDED AMOUNT:

\$ 81,685

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:

SUE	<u>CLIN 0009AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880	(IVul
(2)	Amount Allotted under the LOF Clause for Payment of Costs:				(b)(4)
(3)	Amount Separately Obligated for Payment of Fee:				(5)(4)
(4)	Total Amount Allotted and Obligated:				
(5)	Net Amount Required for Full Funding:	\$13,464,229	(\$146,315)	\$13,317.914	

SUB	<u>CLIN 0009AB</u>	PRI	OR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$5	,528,296	-0-	\$5,528,296	(i \(i, \)
(2)	Amount Allotted under the LOF Clause					(D)(H/
	for Payment of Costs:					
(3)	Amount Separately Obligated		-0-	-0-	-0-	
	for Payment of Fee:					
(4)	Total Amount Allotted	\$	98,349	\$81,685	\$ 180,034	
	and Obligated:					
(5)	Net Amount Required for	\$5	,429,947	(\$81,685)	\$5,348,262	
	Full Funding:			•		

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

The total contract value is increased by \$ 10,832,738 from \$256,238,240 to 267,070,978.

SECTION B - SUPPLIES OR SERVICES AND PRICES

1. Contract Clause B-1, LINE ITEM DESCRIPTION is changed to revise CLIN 0007 to read as shown below:

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT
0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			
0007AA	JLENS SuR Technology Development; Statement of Work as specifically described therein	1	Task	\$10,832,738*
	OPTION II			
0007AB	JLENS SuR System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$175,099,862*
0007AC	Mobile Mooring Station	1	Task	\$ 10,868,600*
0007AD	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*

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

2. Contract Clause B-5, TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARANGEMENT FOR CLINSs 0007/0008, is changed to read as shown below: (change indicated in bold)

SUBCLIN 0007AA

a.	Target cost:	TBD
Ъ.	Target fee:	TBD
C.	Minimum incentive fee:	TBD
đ	Maximum incentive fee:	TBD

e Total target cost and target fee: \$10,832,738*

SUBCLIN 0007AB

a.	Target cost:	TBD
b.	Target fee:	TBD
C.	Minimum incentive fee:	TBD
đ	Maximum incentive fee:	TBD

to Total target cost and target fee: \$175,099,862*

SUBCLIN 0007AC

a.	Target cost:	TBD
b.	Target fee:	TBD
C.	Minimum incentive fee:	TBD
d	Maximum incentive fee:	TBD
e	Total target cost and target fee:	\$10,868,600*

SUBCLIN 0007AD

2.	Target cost:	TBD
b.	Target fee:	TBD
C.	Minimum incentive fee:	TBD
đ	Maximum incentive fee:	TBD
e	Total target cost and target fee:	\$61.868.600*

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

3. The following clause is added to Section B:

INCENTIVE FEE FOR CLINS 0007/0008:

SUBCLIN 0007AA; RESERVED

SUBCLIN 0007/AB/AC/AD/AE (IF EXERCISED): RESERVED

4. Contract Clause B-11, COMPLETION TYPE COST REIMBURSEMENT CONTRACT, is changed to read as shown below: (changes indicated in bold)

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AD/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 CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0007AD/0008 (if exercised), 0007AD/0008 (if exercised), 0007AD/0008 (if

exercised)), 0011/0012 (if exercised)), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. 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: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- e. CLIN 0007 SubCLIN 0007AA, SubCLIN 0007AB/0008 (if exercised), SubCLIN 0007AC/0008 (if exercised), SubCLIN 0007AD/0008 (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. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- h. CLINs 0002, 0004, 0006, 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.
- 6. Contract Clause B-12, SEPARATE APPLICATION OF FUNDING, is changed to read as shown below: (changes indicated in bold)
- B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

SECTION F - DELIVERIES OR PERFORMANCE

1. The contract clause entitled COMPLETION OF REQUIREMENT is changed to read as shown below:

COMPLETION OF REQUIREMENT, is changed as follows: (changes indicated in bold)

- 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 CLINs 0005 and 0006 as follows:
- 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
- 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
- 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
 - d. The contractor shall complete the task required by CLINs 9007 and 0008 as follows:
- 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.
- 2) The contractor shall complete the tasks required by SubCLIN 9097AB and Complete delivery of all data reports required by CLIN 9908 by 30 Sep 2008, if exercised.
- 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0006 by 30 Sep 2006, if exercised.
- 4) The contractor shall complete the tasks required by SubCLIN 9007AD and Complete delivery of all data reports required by CLIN 9006 by 30 Sep 2008, 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 Scp 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.
- 2. Contract Clause F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, Milestone Events and Performance Period for CLIN 0007 is changed to read as shown below: (changes indicated in bold)

CLIN 0007

SUBCLIN 0007AA - SuR

Sur TIM Third Quarter FY05

Sur Risk Reduction IPR Fourth Quarter FY 05

Sur Draft PIDS Review to Support

System Functional Review Fourth Quarter FY05

SUBCLIN 0007AB

SuR Preliminary Design Review First Quarter FY 06

SuR Critical Design Review Second Quarter FY 06

SIAP Demonstration First Quarter FY 08

SuR Delivery Fourth Quarter FY 08

SUBCLIN 0007AC - Sur

Mobile Mooring Station Delivery Fourth Quarter FY 08

SUBCLIN 0007AD - Sur

Leave Behind Capability Including GSE Fourth Quarter FY 08

SuR Launch and Recovery TBD

SECTION G - CONTRACT ADMINISTRATION DATA

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

CLINS 0007AA:

ACRN: BP

CUMULATIVE AMOUNT: \$8,124,553

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER5D731000 \$01021

ER5D731000/54KJLE/4K0000

ORDER NO.: ER5D731000-02 FUNDED AMOUNT: \$8.124.553

2. Contract Clause G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE, LIMITATION OF FUNDS (LOV) CLAUSE TO FEE OBLIGATIONS, paragraph d, funds for SubCLIN 0007AA is changed to read as follows:

SUBCLIN 0007AA

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

\$10,832,738*

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

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

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

(4) Total Amount Allotted and Obligated:

\$ 8,124,553

(5) Net Amount Required for Full Funding:

\$ 2,708,185*

(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 2005

*NOT-TO-EXCEED (NTE)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. Contract Clause H-3, OPTIONS, is changed to read as follows:

H-3. OPTIONS

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

OPTION	DATE
CLINs 0005/0006	
0005AB (Option IA)**	NLT 15 Oct 2005
0005AC (Option IB)	NLT 31 Oct 2007
CLINs 0007/0008 (OPTION II)	
0007AB	NLT 30 Nov 2001
0007AC	NLT 30 Nov 2002
00 0 7AD	NLT 30 Jun 2003
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
CLINs 0015 and 0016 (Ontion V)	NLT 30 Sep 2005

**The U.S. Army Space & Missile Defense Command will exercise and award Option 1A (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone

B and availability of JLENS program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestônes 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 6697AB, 6697AC and SubCLIN 6697AD may be corried individually.
SubCLIN7AD may only be corried if SubCLIN 6697AB has been 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 0009: At the unilateral option of the government, CLIN 0009 may be exercised (b)(4)

CLIN 0015: At the unitateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30.5cm, 05, 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 (b)(4)

2. Contract Clause H-10, INCREMENTAL FUNDING OF THE CONTRACT, is changed to read as

H-10. DICREMENTAL 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 herounder until 30 Sep 99. The smount of \$0 is obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.
- c. Porsums to the LIMITATION OF FUNDS classes, the sum of sum and specified to CLIN 0003 and available fire payment to cover the work to be performed herounder until 31 Dec 03. The amount of section of \$94,738,100.52 for CLIN 0003.
- 30 Jun 05. The amount of \$51,642,531 for SubCLIN 0005AA. to SubCLIN 0005AA and available for payment to cover the work to be performed hereunder until (b)(4)
 30 Jun 05. The amount of the base is obligated for Potential Fee (if applicable), for a total and \$51,642.531 for Sub-T IN MINTA A d. Pursuant to the LIMITATION OF FUNDS clause, the sum of
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of the presently (b)(u) shocked to SubCLIN 0007AA and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of the payment is obligated for Potential Fee (if applicable), (b)(u) for a total amount of \$1,124,533 for SubCLIN 0007AA.

f. Pursuant to the LIMITATION OF FUNDS clause, the sum of the control of the CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of the control obligated for Potential Fee (if applicable), for a total amount of \$40,047,110 for CLIN 0013.	s)(4) s)(4)
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g.. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	PLANNED DATE OF FUNDING	AMOUNT	<u>CUMULATIVE</u>
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Nov 04)		\$94,738,100.52
SUBCLIN 0005AA	Current Obligations (Nov 04) FY 05	\$17,214,177	\$51,642,531
SUBCLIN 0997AA	Current Obligations (May 05) FY 05	TBD	\$8,124,553
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

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

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

The List of Attachments is changed as shown below:

TITLE DATE # OF PAGES

CLINs 0003, 0005, 0007, 0009, 0011 Statement of Work SW-ILENS-16-97, "ILENS Program, 26 Apr 05 14 🏄 CLINs 0003, 0005, 0007, 0009, 0011," Rev. 10 Contract Data Requirements List (DD Form 1423) Apr 05 31 Exhibit A with Distribution List & Data Item Nos. A001 through A031 86 Performance Requirements Document, SUBJECT: 05 Apr 05 JLENS Performance Specification (JPS), Spiral 2 System, (includes Appendices A (b)(7)(E)through G 48 nages) attached hereto by

reference and previously furnished.

	ATIONACONE	CATION OF CONTRACT	,	I. CONTRACT	LID CODE	PAGE O	F PAGES
AMENDMENT OF SOLICIT	AIIONMODE	CATION OF CONTRACT		V		1	15
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(If appl	licable)
P00104	21 JUNE 05					***************************************	
LISSUED BY CODE	W9113M	7. ADMINISTERED BY (If other than item DCMA RAYTHEON	6)	CO	DE \$2205	A	
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		M/S T2FR2 TEWK8BURY MA 01878					Γ
PO 80X 1500 HARTSVILLE AL. 36807-3601							l
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, St	ate and Zip Code)		A. AMENDM	ENT OF SOL	KITATK	ON NO.
160 HARTWELL ROAD BEDFORD MA 01730-0000				8. DATED (SI	BE (TEM 11)		
				SASSIBLE OF			NO.
			4 1	OB. DATED (SEE ITEM 13	3)	
ODE 04164	FACILITY COD			20-Aug-1998	- , .,		
		PLIES TO AMENDMENTS OF SOLIC			—		
The above numbered solicitation is amended as set	thrift in Hom 14. The hour at	nd date apecified for secript of Offer	LJ'	extended.	is not exten	Ged.	
Offer must acknowledge receipt of this amendment		•		-			
(a) By completing Items 8 and 15, and remaining or (c) By sectors letter or telegram which includes		nt; (b) By acknowledging receipt of this amon				ed.	
RECEIVED AT THE PLACE DESIGNATED POR							
REJECTION OF YOUR OFFER. If by vicue of th	is amendment you desire to	change an offer already submitted, such chang	e may	e made by selego			
provided each telegroun or letter nubes reference to	the solicitation and this ame	ndment, and is received prior to the opening h	COL SAL	date specified.			
L ACCOUNTING AND APPROPRIATION D	ATA (Il' required)						
Bee Schedule							
		MODIFICATIONS OF CONTRACTS/		RS.			
		TORDER NO. AS DESCRIBED IN ITE			DE BI		
A. THIS CHANGE ORDER IS ISSUED PUR: CONTRACT ORDER NO. IN ITEM 10A.	SUANT TO: (Specify as	monty) THE CHANGES SET FORTH	IN III	M 14 AKE M	ade in the		
B. THE ABOVE NUMBERED CONTRACT/	ORDER IS MODIFIED T	O REFLECT THE ADMINISTRATIV	E CH	INGES (such a	s changes in p	mying	ŀ
office, appropriation date, etc.) SET FORTI C. THIS SUPPLEMENTAL AGREEMENT IS			5. IU3(5).			
FAR 52.343-2, Changes - Cost Reimburse		MANI TO ADTACKT TOO:					No. No.
D. OTHER (Specify type of modification and a	tuthority)					***************************************	
							
EMPORTANT: Contractor is not,	X is required to sign	this document and return 1	copie	s to the issuing	office.		
DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized by	LICE section headings, including solicit	ation	contract subject	matter		
where feasible.)	· •			-			1
Due to a Standard Procurement System def	ect, the date shown in (block 10b of the SF30 may be inacui	rate. '	That date sho	uld be 30 Jai	n 1998.	1
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-	86, P00101, and P001	03. the government and the contract	or ha	re agreed to m	rodity the co	ntract: ar	nd I
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WHEREAS, as a result of Modification P000 WHEREAS, the contractor has submitted a p WHEREAS, the parties have negotiated an e WOW. THEREFORE, the contract is changed topps as provided lessels, all serms and conditions of the	proposal for this modific equitable adjustment for d as described herein.	cation; and r this modification pertaining to Sub(CLINIS	0005AA and (0007AA. De and effect. ER (Type or p	rint)	
WHEREAS, as a result of Modification P000	proposal for this modific equitable adjustment for d as described herein.	cation; and If this modification pertaining to Sub/ 19A or 10A, as heretofore changed, romains to 16A, NAME AND THILE OF COM	CLIN'S	0005AA and (0007AA. De and effect. ER (Type or p		
MHEREAS, as a result of Modification P000 MHEREAS, the contractor has submitted a p WHEREAS, the parties have negotiated an e WOW. THEREFORE, the contract is change tops as provided licenses, all serves and conditions of the	proposal for this modification of the modifica	r this modification pertaining to Subset 19A or 10A, as heretofore changed, remains 16A, NAME AND TELL OF CONTRA	CLIN'S	0005AA and (0007AA. ce and effect. ER (Type or p	rint)	IGNED
MHEREAS, as a result of Modification P000 MHEREAS, the contractor has submitted a p WHEREAS, the parties have negotiated an e WOW. THEREFORE, the contract is change tops as provided licenses, all serves and conditions of the	proposal for this modific equitable adjustment for d as described herein. document referenced in ten	r this modification pertaining to Subset 19A or 10A, as hereofore changed, remains 16A, NAME AND TITLE OF COR	CLINS SCA	0005AA and (0007AA. ce and effect. ER (Type or p	rint)	IGNED

001058

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

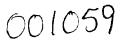
The following items are applicable to this modification:

The total contract value is revised to: \$267,153,987

SECTION B - SUPPLIES OR SERVICES AND PRICES

1. Contract Clause B-1, LINE ITEM DESCRIPTION is changed to revise CLINs 0005 and 0007 to read as shown below:

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>
	BASIC (SEGMENT 1)			
0001	Risk Mitigation – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	l	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	I	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	l	Lot	Not Separately Priced
0005	JLENS System – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			
0005AA	JLENS Technology Development; Statement of Work as specifically described therein	1	Task	\$ 68,712,107
	OPTION IA			
0005ΛΒ	JLENS System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$700,935,118*



OPTION IB

0005AC	JLENS System 5th Platform	l	Task	\$ 17,362,936
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A028, incorporated herein and attached as set forth in Part III, Section J, hereof.	l	Lot	Not Separately Priced
0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			
0007AA	JLENS SuR Technology Development; Statement of Work as specifically described therein	1	Task	\$10,832,348
	OPTION II			
0007AB	JLENS SuR System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$175,099,862*
0007AC	Mobile Mooring Station	1	Task	\$ 10,868,600*
0007AD	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	ī	Lot	Not Separately Priced
	<u>OPTION III</u>			
0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.	See B-14		
0009AA	Level-of-Effort (Includes labor,travel, subcontracts)	See B-14		\$14,095,880
0009AB	Materials	See B-14		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	I	Lot	Not Separately Priced
	<u>OPTION IV</u>			
0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINS 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020,	1	Lot	Not Separately

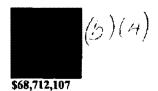
	A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.			Priced
	BASIC			
0013	Spiral 1 - COTS - Based System	ı	Task	\$41,047,110
	Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof.			
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.		Lot	Not Separately Priced
	OPTION V			
0015	Operations & Sustainment — Statement of Work SW-JLENS-16-97, 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	See B-15		
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 A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as sct forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

2. Contract Clause B-5, TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARANGEMENT FOR CLINSs 0005/0006 and 0007/0008, are changed to read as shown below: (change indicated in bold)

SUBCLIN 0005AA

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



\$61,868,600*

SU	/BCLIN 0005AB	
a.	Target cost:	TBD
b.	Target fee:	TBD
¢.	Minimum incentive fee:	TBD
d	Maximum incentive fee:	TBD
e	Total target cost and target fee:	\$700,935,118*
<u>SU</u>	BCLIN 0005AC	
a.	Target cost:	
b.	Target fee:	(b)(4)
¢.	Minimum incentive fee:	
d	Maximum incentive fee:	
ę	Total target cost and target fee:	\$17,362,936
SU	BCLIN 0007AA	
a.	Target cost:	
b.	Target fee:	(b)(41)
C.	Minimum incentive fee:	(37)(51)
đ	Maximum incentive fee:	
e	Total target cost and target fee:	\$10,832,348
SUI	BCLIN 0007AB	
a.	Target cost:	TBD
b.	Target fee:	TBD
c.	Minimum incentive fee:	TBD
d	Maximum incentive fee:	TBD
e	Total target cost and target fee:	\$175,099,862*
SUI	BCLIN 0007AC	
a.	Target cost:	TBD
b.	Target fee:	TBD
c.	Minimum incentive fee:	TBD
d	Maximum incentive fee:	TBD
e	Total target cost and target fee:	\$10,868,600*
SUI	BCLIN 0007AD	
a.	Target cost:	TBD
Ь.	Target fee:	TBD
c.	Minimum incentive fee:	TBD
d	Maximum incentive fee:	TBD

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

Total target cost and target fee:

3. The following clause is added to Section B:

INCENTIVE FEE FOR CLINS 0005/0006 AND CLINS 0007/0008:

SUBCLIN 0005AA: SEE BELOW

SUBCLIN 0005AB (IF EXERCISED): RESERVED

SUBCLIN 0005AC: SEE BELOW SUBCLIN 0007AA: SEE BELOW

SUBCLINS 0007AB/AC/AD (IF EXERCISED): RESERVED

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 SUBCLINS 0005AA, SUBCLINS 0005AC, CLIN 0006, SUBCLIN 0007AA, CLIN 0008 are set forth below:

SUBCLIN 0005AA (b) (4) Target Cost Target Fee (5) (4) Incentive Arrangement: Maximum Fee -Minimum Fee -Subclin 0005AC Target Cost Target Fee (b)(4) Maximum Fee -Incentive Arrangement: Minimum Fec -SUBCLIN 0007AA (b)(H) Target Cost Target Fee (b)(H) Incentive Arrangement: Maximum Fee -Minimum Fee -Underrun: Contractor for the amount by which the total allowable Government/ (b)(4)cost is less than the target cost until maximum fee is attained. Government Contractor for the amount by which the total allowable Overrun: 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 (b)(4)for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than the set than the set of the target cost."

4. Contract Clause B-11, COMPLETION TYPE COST REIMBURSEMENT CONTRACT, is changed to read as shown below: (changes indicated in bold)

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

- a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007AD/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/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 CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if exercised)), 0011/0012 (if exercised)), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. 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: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- e. CLIN 0007 SubCLIN 0007AA, SubCLIN 0007AB/0008 (if exercised), SubCLIN 0007AC/0008 (if exercised), SubCLIN 0007AD/0008 (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirements.
- f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.
- g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- h. CLINs 0002, 0004, 0006, 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.
- 6. Contract Clause B-12, SEPARATE APPLICATION OF FUNDING, is changed to read as shown below: (changes indicated in bold)
- B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

SECTION F - DELIVERIES OR PERFORMANCE

1. The contract clause entitled COMPLETION OF REQUIREMENT is changed to read as shown below:

00/064

COMPLETION OF REQUIREMENT, is changed as follows: (changes indicated in bold)

- 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 CLINs 0005 and 0006 as follows:
- 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
- 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
- 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
 - d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
- 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.
- 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, 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.
- 2. Contract Clause F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, Milestone Events and Performance Period for CLIN 0007 is changed to read as shown below: (changes indicated in **bold**)

MILESTONE EVENT

TIME PERIOD

CLIN 0003 – PTIR System

FP Demo

Second Quarter FY 00

PTIR Hardware PDR First Quarter FY 01

PTIR Hardware CDR Fourth Quarter FY 01

Tether CDR Second Quarter FY 02

POD TRIMMs Assembled Fourth Quarter FY 02

REX Assembled Second Quarter FY 03

Tether Test Second Quarter FY 03

PTIR SRS Released Fourth Quarter FY 03

POM TRIMMs Complete Third Quarter FY 03

Master Test Plan (Draft) Fourth Quarter FY 03

CLIN 0005

SUBCLIN 0005AA

Logistics Planning Documents First Quarter FY 04

Draft Master Test Plan Third Quarter FY 04

PTIR Build 1 SRS Released First Quarter FY 05

System Requirements Review (SRR) Second Quarter FY 05

POM TRIMMS Assembled & Tested Fourth Quarter FY 05

System Functional Review Fourth Quarter FY 05

Master Test Plan Fourth Quarter FY 05

SUBCLIN(s) 0005AB/0005AC

Platform PDR (Part 1 System PDR) Second Quarter FY 06

Platform CDR Fourth Quarter FY 06

System ICD Fourth Quarter FY 06

Processing Station & CP PDR (Part 2 System PDR)

First Quarter FY 07

Mil O&S PDR First Quarter FY 08

System Integration Laboratory (SIL) Functional Verification

Precision Track Illumination Radar (PTIR)

Test (FVT) Second Quarter FY 07

Processing Station & CP CDR Third Quarter FY 07

001066

Fourth Quarter FY 07 (b)(3)(A)

System CDR First Quarter FY 08

PTIR #1 FVT Complete Second Quarter FY 08

PTIR SIL SIAP Demonstration (LINK 16) Second Quarter FY 08

PTIR SIL SIAP Demonstration (Link 16/CEC)
Third Quarter FY 08

Orbit Test (SDD #1) Complete First Quarter FY 09

Orbit FVT Test (SDD #2) Complete Second Quarter FY 09

Production Readiness Review Second Quarter FY 09

Contractor Test Report (Elevated) Second Quarter FY 09

Processing Station Software (TBM, SMT1, LCR) Build 4

Demonstration Fourth Quarter FY 09

Log Demo Complete First Quarter FY 10

JTA-A Certification Complete First Quarter FY 10

PQT Complete/Contractor Final Test Report/DD 250 Second Quarter FY 10

CLIN 0007

SUBCLIN 0007AA - SuR

Sur TIM Third Quarter FY05

Sur Risk Reduction IPR Fourth Quarter FY 05

Sur Draft PIDS Review to Support

System Functional Review Fourth Quarter FY05

SUBCLIN 0007AB

SuR Preliminary Design Review First Quarter FY 06

SuR Critical Design Review Second Quarter FY 06

SIAP Demonstration First Quarter FY 08

SuR Delivery Fourth Quarter FY 08

SUBCLIN 0007AC - SuR

Mobile Mooring Station Delivery Fourth Quarter FY 08

SUBCLIN 0007AD - SuR

Leave Behind Capability Including GSE Fourth Quarter FY 08

SuR Launch and Recovery TBD

CLIN 0011

Deliver Final Report Twenty-four Months after exercise

of Option

CLIN 0013 - Spiral 1

System Requirements Review Second Quarter FY 03

System Functional Review Third Quarter FY 03

Spiral 1 Radar IPR Fourth Quarter FY 03

Platform IPR First Quarter FY 04

Communication Payload IPR Second Quarter FY 04

Processing Station IPR Third Quarter FY 04

SIL Demonstration Fourth Quarter FY 04

Spiral 1 Radar FVT Third Quarter FY 05

Spiral 1 Platform FVT First Quarter FY 05

Integration Testing Second Quarter FY 05

RS-05 Spiral 1 Capability Demonstration Third Quarter FY 05

RS-05 Test Report Fourth Quarter FY 05

3. Paragraph F-6, DD 250 (Applicable to CLIN 0005 only), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL A016 (notionally Second Quarter FY 10). This process will verify compliance to the system specification.

SECTION G - CONTRACT ADMINISTRATION DATA

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

CLIN 0003:

ACRN: AY

CUMULATIVE AMOUNT: \$550,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-03 FUNDED AMT: (\$ 450,000) (P00104)

CLIN 0005AA:

ACRN: BA

CUMULATIVE AMOUNT: \$24,527,878

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 \$01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-10 FUNDED AMT: \$ 450,000 (P00104)

ACRN: BH

CUMULATIVE AMOUNT: \$41,518,908

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021

ER5D730000/54KJLE/4K0000

ORDER NO: ER5D730000-02 FUNDED AMT: \$16,619,576 (P00104)

CLINs 0007AA:

ACRN: BP

CUMULATIVE AMOUNT: \$10,832,348

ACCT CLASS: 214 2040 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021

ER5D731000/54KJLE/4K0000

ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)

ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)

2. Contract Clause G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE, LIMITATION OF FUNDS (LOV) CLAUSE TO FEE OBLIGATIONS, paragraphs b, c, and d, funds for CLIN 0003, SubCLIN 0005AA, and SubCLIN 0007AA are changed to read as follows:

b. CLINs 0003 and 0004;

(1) Amount Required for Full Funding, Including Fee(s): \$145,166,476.00

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

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

(4) Total Amount Allotted and Obligated: \$_94,288,100.52

(5) Net Amount Required for Full Funding: \$50,878,375.48

(6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03

c. CL1Ns 0005 and 0006:

SUBCLIN 0005AA

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

\$ 68,712,107

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

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

(b.)(4)

(4) Total Amount Allotted and Obligated

\$ 68,712,107

(5) Net Amount Required for Full Funding:

-0-

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

30 Sep 2005

d, CLINs 0007 and 0008:

SUBCLIN 0007AA

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

\$10,832,348

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

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

\$10,832,348

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

-0-

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

30 Sep 2005

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. Contract Clause H-3, OPTIONS, is changed to read as follows:

II-3, OPTIONS

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

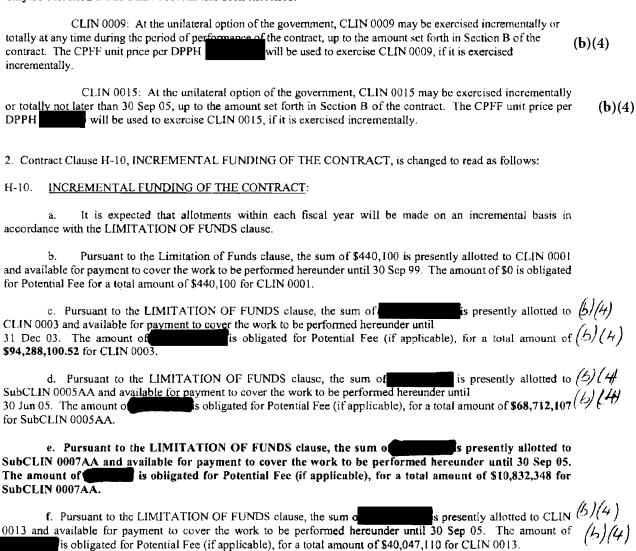
OPTION	<u>DATE</u>	
CLINs 0005/0006		
0005AB (Option IA)** 0005AC (Option IB)	NLT 15 Oct 2005 NLT 31 Oct 2007	
CLINs 0007/0008 (OPTION II)		
0007AB	NLT 30 Nov 2001	
0007AC 0007AD	NLT 30 Nov 2002 NLT 30 Jun 2003	
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005	
CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005	

**The U.S. Army Space & Missile Defense Command will exercise and award Option 1A (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone B and availability of JLENS

program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC 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 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually. SubCLIN7AD may only be exercised if SubCLIN 0007AB has been exercised.



001071

follows:

g. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as

CLIN 0001 CLIN 0003	Current Obligations (Jun 99) Current Obligations (Nov 04)		\$440,100 \$94,288,100.52
SUBCLIN 0005AA	Current Obligations (Nov 04)		\$68,712,107
SUBCLIN 0007AA	Current Obligations (May 05)		\$10,832,348
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

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

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

The List of Attachments is changed as shown below:

TITLE	DATE	# OF PAGES
CLINs 0003, 0005, 0007, 0009, 0011 Statement of Work SW-JLENS-16-97, "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011," Rev. 10	26 Apr 05	14
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. A001 through A031	Apr 05	31
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), Spiral 2 System, (includes Appendices A	05 Apr 05	86
through G, 48 pages) with Annex A attached hereto by reference and previously furnished.	(b)(7)(E)	

ALERD BY S. EFFECTIVE S. EFF	EDATE: 4. REQUISITION/PURCHASE REG). NO.	5, PROJEC	T NO.(If applicable)
D106 E//A RUBD BY CODE W913M	100-			and the second second
A PARTY E DEFENSE COMMAND	7 ADMINISTERED BY (B'other 6 DOMA HUNTSVILLE BUILDING 4808, SUITE 301 MARTIN ROAD		CODF SO1	107A
I. 900: 1900 NTSVILLE AL 36807-3801	REDISTONE ARBENAL AL 35808	-0001		
	Control Control 7's Code	1 14	A. AMENDMENT OF SO	OHODIATION: NO
AME AND ADDRESS OF CONTRACTOR (No., Street, C NYTHEON COMPANY OF HARTWELL ROAD EDFORD MA 01730-0003	ounty, State and Zip Code)		B. DATED (SEE ITEM 1	
		J	IA. MOD. OF CONTRAI ASG60-98-C-0001	
			08. DATED (SEE ITEM 0-Aug-1998	13)
	ITY CODE. ONLY APPLIES TO AMENDMENTS:			
he above numbered solicitorion is amended as set forth in Item 14. The I			extended, is not est	ionded.
Office mass acknowledge receipt of this amendment prior to the hour and o	•	_		
a) By completing trems 8 and 15, and returning copies of the (c) By separate letter or integram which includes a reference to the soli	e amendators; (b) By acknowledging receipt of this			
r (C) By separate letter of bregnato which detailed a reference to the solid BECRIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF C				
EJECTION OF YOUR OFFER. If by virtue of this amendment you des revided outs revegrem or letter makes reference to the solicitation and thi				
CCOUNTING AND APPROPRIATION DATA (If required			 	
	ONLY TO MODIFICATIONS OF CON		RS.	
THIS CHANGE ORDER IS ISSUED PURSUANT TO: (9	ONTRACT/ORDER NO. AS DESCRIBI	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	114 ARE MADE IN THE	2
CONTRACT ORDER NO. IN ITEM 10A.	-poorly money, same consulting out t			•
THE ABOVE NUMBERED CONTRACT/ORDER IS MO office, appropriation date, etc.) SET FORTH IN ITEM 14.				paying
THIS SUPPLEMENTAL AGREEMENT IS ENTERED IN IR 52.204	TO PURSUANT TO AUTHORITY OF:			
OTHER (Specify type of modification and authority)				
PORTANT: Contractor is not, X is requir	red to sign this document and return	1 copies	to the issuing office.	
ESCRIPTION OF AMENDMENT/MODIFICATION (Organism	anized by UCF section headings, including	g solicitation/con	tract subject matter	
here feasible.) to a Standard Procurement System defect, the date s		-	•	August 1998.
	- ·			•
purpose of this modification is to incorporate a revised tract at no additional cost to the government.	I DU form 254, Contract Security Clas	sification Speci	incations, into the existi	คดู
•				
opt as referenced above, all other terms and conditions	s of the original contract remain unch	anged.		
is provided herein, all urnus and conditions of the document referenced is	s izem 9A or 10A, as heretofore channed, remains	unchanged and in ful	li force and effect	
AME AND TITLE OF SIGNER (Time or min)	LIGA, NAME AND TITLE	~~~		print)
15C. DATE	CKINED ISO (DIMER ANA MARA	E AACCONO.		(1 PAPE AR OLD)
		LAMERICA	16	C, DATE SIGNED
	7 . 1997			
arrion authorized to High) 8/1/	105 BY		(8/12/5C 1

MOD POOIOS NOT AWARDED

The following items are applicable to this modification:

- 1. The purpose of this modification is to incorporate a revised DD form 254, Contract Security Classification Specification, into the existing contract at no additional cost to the government.
- 2. Section J List of Attachments, Contract Security Classification Specification (DD form 254) is revised to read as follows:

TTTLE	DATE	# OF PAGES
Contract Security Classification Specification (DD form 254), Revision 8	24 June 2005	8

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

<u>DELETE</u> <u>ADD</u>

Page 68, Modification P00105 Page 68, Modification P00106

MODIFICATION P00106 TO CONTRACT DASG60-98-C-0001 PAGE 68 OF 70 PAGES PREVIOUS: P00105

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	<u># OF</u>	
PAGES			
Award/Contract (SF 26) and Continuation Sheets		66	
Contract Security Classification Specification (DD Form 254-E) Rev 8	24 Jun 05	8	
CLIN 0001: Statement of Work SW-JLENS-16-97, "JLENS Program," Rev. 1 with Attachment A (Applicable to CLIN 0001 only.), attached hereto by reference and previously furnished.	01 Oct 99	12	
CLINs 0003, 0005, 0007, 0009, 0011 Statement of Work SW-JLENS-16-97, "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011," Rev. 10	26 Apr 05	14	
CLINs 0013, 0015 Statement of Work SW-JLENS-16-97, "JLENS Program, Spiral 1," Rev. 4	03 Dec 02	15	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32	0.1/21/
			(b)(3)(A (i)&Titl 10 Sec 1 (a)(b)

(A) itle 130

(b)(7)(E)

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 SAF	FEGUARDING	
a.	FACILITY CLEAR	(b)(7)(E)
ъ.	LEVEL OF SAFEC		/\/\ <u>/</u>

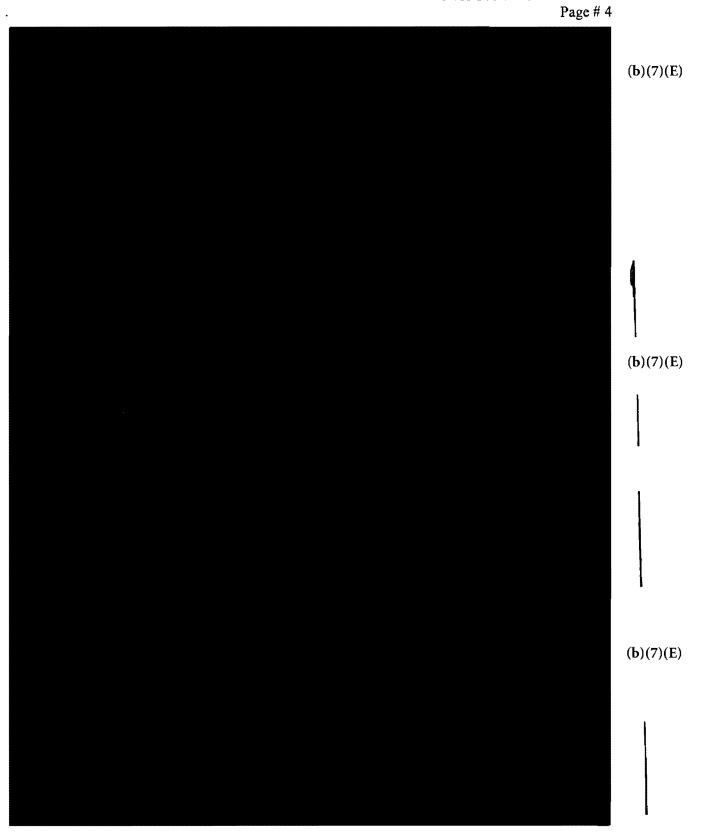
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	b. SUBCONTRACT NUMBER			1/		REVISED	REVISION NO.	DATE /YYYY	(MMDD)
				$ \times $		(Supersedes all previous specs)	8	20050	0624
_	c. SOLICITATION OR OTHER NUMBER DUE	DATE (YYYYM	IMDDI					DATE /YYYY	MMDDI
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5. 18	THIS A FINAL DD FORM 2547	YES	X NC). If Ye	s, co	mplete the following:			
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	oom AME219 ndover, MA 01810					BOSTON, MA	02210-2192		
Λ.	Haover, IVIA 01810				- 1				
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	OR OFFICIAL USE ONLY INFORMATION		A 101	HER (S)					
	THER (Specify)			EITE					
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12.	PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the 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)
	PUBLIC RELEASE OF INFORMATION CONCERNING ANY ASPECT OF THIS CONTRACT IS PROHIBITED.
	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/guidas/extracts referenced herein. Add additional pages as needed to provide complete guidance.)
	SEE ATTACHED PAGES
	ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, ere established for this contract. (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.)
	INSPECTIONS. Elaments of this contract are outside the inspection responsibility of the cognizant security office. Yes X No
	(t)
	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. T	(b)(6) b. TITLE c. TELEPHONE (Include Area Code) (b)(6)
	ADDRESS (Include Zip Code) 17. REQUIRED DISTRIBUTION a. CONTRACTOR b. SUBCONTRACTOR c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION a. ADMINISTRATIVE CONTRACTING OFFICER f. OTHERS AS NECESSARY (7770)
רסס	FORM 254 (BACK), DEC 1999

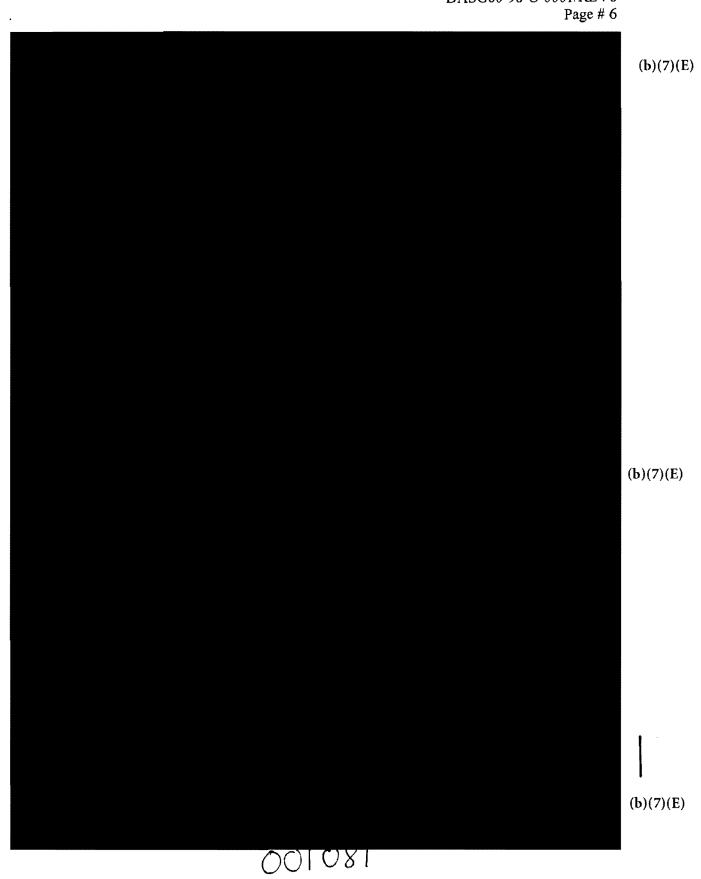
ITEM 13 Continuation

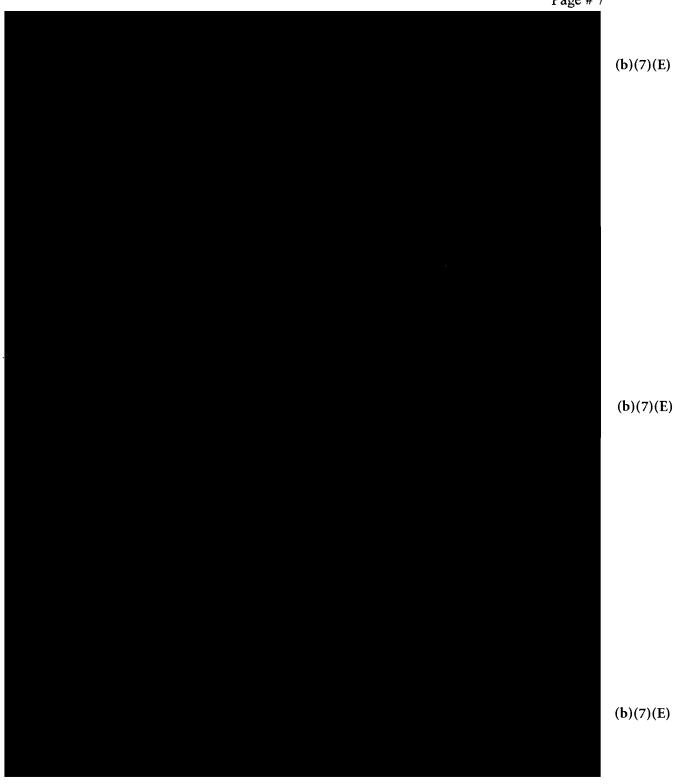
REFERENCE BLOCK 8; Actual Performance Locations.

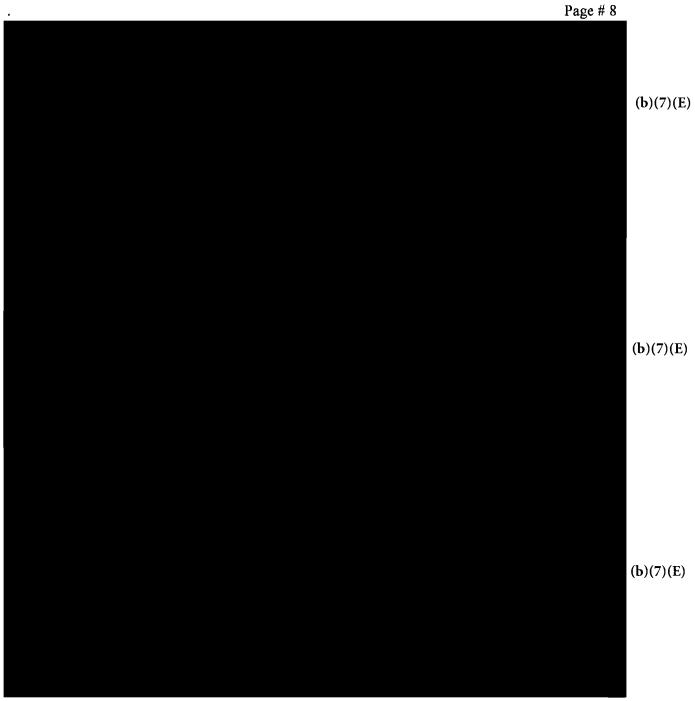
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Raytheon Systems 2000 E. El Segundo Blvd Bldg E01, Room D0133 El Segundo, CA 90245	4U884	Defense Security Service Pacific Region, Southern Sector 3605 Long Beach Blvd, Suite 405 Long Beach, CA 90807-4013	
Raytheon Company 13510 N. Central Expressway Dallas, TX 75243	084T3	Defense Security Service 5800 E. Campus Circle Dr. Suite 110A Irving, TX 75063	(b)(7)(E)



Page # 5 (b)(7)(E)(b)(7)(E)(b)(7)(E)





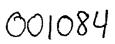


AMENDMENT OF SOLIC	ITATION/MODI	FICATION OF CONTRACT	LCONTR	ACT ID CODE	PAGE OF PAGES
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. AMENDMENT/MODIFICATION NO.	3 HEFECTIVE DATE	4 REQUISITION/FURCHASE REQUISITION		5 PROJEC	T MO.(If applicable)
200107	03-Aug-2005				
ISSUED BY CODE	W9113M	7 ADMINISTERED BY (If other than item 6) DOMA HUNTSVILLE		CODE SO1	07A (
E DEFENSE COMMAND		BUILDING 4505, SUITE 301 MARTIN ROAD			1
F O. BOX 1600		REDITONE ARSENAL AL 35898-0001			
HUNTSVILLE AL 35807-3801					
NAME AND ADDRESS OF CONTRACTO	R (No., Street, County, S	(ate and Zip Code)	9A. AMEN	DMENT OF SC	DLICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD		•			
BEDFORD MA 01730-0000			9B. DATE) (SEE ITEM I	1)
			v 10A MOD	OF CONTRAC	T/ORDER NO.
			^ DASG60-9	78-C-0001	
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The above numbered solution is smeanded as set for		•	<u></u>	is not ext	AUDA).
Offer unist admostledge receipt of this amendment p (a) By completing Items 8 and 15, and returning		tied in the soluntation or as amended by one of the test; (b) By acknowledging resourt of this amondment	-	offer submitted.	
or (c) By supurate letter or telegram which includes a	reference to the solicitation a	nd amendment numbers FAILURE OF YOUR ACK	NOWLEDGMENT		
RECEIVED AT THE PLACE DESIGNATED FOR					
RBJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the				etter,	j
ACCOUNTING AND APPROPRIATION I	OATA (If required)		-	····	
See Schedule					
		TO MODIFICATIONS OF CONTRACTS/			
		CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10A		ahority) THE CHANGES SET FORTH IN	ITEM 14 ARE I	MADE IN THE	
THE ABOVE NUMBERED CONTRACT		TO REFLECT THE ADMINISTRATIVE ANT TO THE AUTHORITY OF FAR 43.1		n 👊 changes in p	asying .
IS SUPPLEMENTAL AGREEMENT		- torrest	40(D).		
 OTHER (Specify type of modification and defendant) 	authority)				
MPORTANT: Contractor X is not,	is required to sig	p this document and return	copies to the issu	ing office.	
DESCRIPTION OF AMENDMENT/MODI					
where feasible.)	TICATION (Organized b	y OCF section nearings, menuning solicitation	лисингаст запре	д працет	
ie to a Standard Procurement System def	ect, the date shown in 8	Nock 108 of the SF30 may be inaccurate	. That date sho	ould be 30 Jan	1998
portion of CLIN 0009 is hereby exercised	and funded as set forth	beinw:			•
,					
CLIN 0009AB Materials \$	3,700,000				
cept as referenced above, all other terms	and conditions of the co	entract remain unchanged			
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pt as provided haroin, all terms and conditions of the c . NAME AND TITLE OF SIGNER (Type or		Tor 10A, as heretotore clanged, remains unchanged			noint)
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CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERI	CA		C. DATE SIGNED
		BY			b)(6) ₀₀₅
(Signature of person authorized to sign)	-	(Signature of Contracting Office	er)		in take many

FUNTO SF 30 /ED BY OIRM 11-84

30-105-04

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



- 1. As a result of the option exercise, the contract amount is increased by \$3,700,000. Standard Form 26, Block 15G, is increased accordingly, from \$288,216,923 to \$291,916,963.
- 2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:
- a. CLIN 0009AB Available Material Dollars is decreased by \$3,700,000, from \$5,429,947 to \$1,729,947. Exercised Material Dollars is increased by \$3,700,000, from \$180,034 to \$3,880,034.
- 3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AB:

ACRN:

BU

ORDER NO: ER5D732300-01

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000

FUNDED AMOUNT: \$3,700,000 (P00107)

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:

SUB	<u> </u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding,	\$5,528,296	-0-	\$5,528,2%	
	Including Fee(s):				1.11
(2)	Amount Allotted under the LOF				(5)(4)
	Clause				• /
	for Payment of Costs:				
(3)	Amount Separately Obligated	-0-	-0-	-0-	
-	for Payment of Fee:				
(4)	Total Amount Allotted and Obligated:	\$ 180,034	\$3,700,000	\$ 3,880,034	
(5)	Net Amount Required for Full Funding:	\$5,429,947	(\$3,700,000)	\$1,729,947	

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

DELETEADDPage 1, Modification P00099Page 1, Modification P00107Page 5, Modification P00105Page 5, Modification P00107Page 28, Modification P00105Page 28, Modification P00107Page 33, Modification P00105Page 33, Modification P00107

	7	AWARD/CONTRA	CT			IS A RAT	ED ORDER		DO-A2	PAGE 1	OF 9/
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8Y .	43	gnature of person authoriz	ed to sten)			BY _	Smoto	re of Contracti	na Officer)		
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MODIFICATION P00107 TO CONTRACT DASG60-98-C-0001 PAGE 5 OF 70 PAGES PREVIOUS: P00105

OPTION III

0009

Component Demonstrations/Exercises

Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINS 0003, 0005, 0007, 0009, 0011" 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, 2.7, 3.1, 3.4, 3.5.6, 3.5.7, 3.7, 3.8, 3.9.1, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 3.5.7, 3.7, 3.8, 3.9.1, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.1, 6.1.

6.4, and 7.0 in said Statement of Work

0009AA

<u>Level-of-Effort</u> (Includes labor, travel, subcontracts)

(Cost Plus Fixed Fee)

Available (OPTION)

Exercised Option

QUANTITY (DPPH) ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

\$13,317,914

(b)(4)

\$777,966

0009AB

<u>Materials</u>

 Cost Reimbursement, No Fee)
 Available (OPTI)
 Exercised Option

 ESTIMATED COST
 \$1,729,947
 \$3,880,034

 FIXED FEE
 \$0
 \$0

 TOTAL EST COST +
 \$1,729,947
 \$3,880,034

FEE

0010

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.

Not Separately Priced

NTE*

QTY: 1 Lot

OPTION IV

0011 Operations & Sustainment (O&S) Support (OPTION IV)

Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" 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, 2.6.3, 2.7, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.6.1, 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 in said Statement of Work.

QTY: 1 Task

TOTAL COST + FEE

\$ 41,558,000*

*Not to Exceed (NTE) amount, subject to downward negotiation only

MODIFICATION P00107 TO CONTRACT DASG60-98-C-0001 PAGE 28 OF 70 PAGES PREVIOUS: P00105

(b) SUBCLIN 0009AB:

ACRN: AQ CUMULATIVE AMOUNT: \$59,894

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894

(P00057)

ER1D732000-02 FUNDED AMT \$35,000

(P00069)

ACRN: AR CUMULATIVE AMONT: \$35,000

ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000

(P00057)

ACRN: BK

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021

ER5D731100/54KJLE/4K0000

ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455

(P00099)

ACRN: BN

ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J

525700

F25700 FSR: 003624 PSR: 205062 DSR: 086263

ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$ 81,685

(P00102)

ACRN: BU

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

MODIFICATION P00107 TO CONTRACT DASG60-98-C-0001 PAGE 33 OF 70 PAGES PREVIOUS: P00105

e. <u>CLINs 0009 and 0010</u>:

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:		(6)
(3)	Amount Separately Obligated for Payment of Fee:		(b)
(4)	Total Amount Allotted and Obligated:	\$ 777,966	
(5)	Net Amount Required for Full Funding:	\$ 13,317,914	
(6)	Estimated Period of Performance the Allotted Amount Will Cover:		
SUI	BCLIN 0009AB:		
(1)	Amount Required for Full Funding, Including Fee(s):	\$ 5,528,296	
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 3,880,034	
(3)	Amount Separately Obligated for Payment of Fee:	\$ -0-	
(4)	Total Amount Allotted and Obligated:	\$ 3,880,034	
(5)	Net Amount Required for Full Funding:	\$ 1 ,729,94 7	

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

AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT		1 CONTRACT	ID CODB	PAGE OF	F PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO			5. PROJECT N	O.(If applie	2 able)
P00108	17-Aug-2005						
CODE LE DEFENSE COMMAND BOX 1500	W9113M	7 ADMINISTERID BY (If other than item 6) DOMA HUNTSVILLE BUILDING 4595, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35888-0001		coi	DE S0107	A	(b)
HUNTSVILLE AL 35807 3801							
NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	(No., Street, County, Sta	te and Zip Code)	×	98. DATED (SE 10A, MOD. OF DASG60-98-C 10B, DATED (S	E ITEM 11) CONTRACT: -0001	ORDER	
ODE 04164	FACILITY COD	<u>.</u>	X	20-Aug-1998		,	
		PPI ES TO AMENDMENTS OF SOLI	CITA	<u> </u>			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or relegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by writte of this sam provided each telegram or letter makes reference to the: ACCOUNTING AND APPROPRIATION DA	ference to the solicitation and BRECEUPT OF OPPER PRI endment you desire to charge solicitation and this among	OR TOTTHE HOURAND DATE SPECIFIED M	KNOV AY RU made	WLEDGMENT TO BI ESULT IN by telegram or letter,			
		O MODIFICATIONS OF CONTRACTS TYORDER NO. AS DESCRIBED IN IT					
A THIS CHANGE ORDER IS ISSUED PURE CONTRACT ORDER NO. IN ITEM 10A					E IN THE		
B. THE ABOVE NUMBERED CONTINCTA	RDER IS MODIFIED T	O REFLECT THE ADMINISTRATIVE	СН	ANGES (such as o	hanges in pay	ing	
thice, appropriation date, etc.) SET FORTH US SUPPLEMENTAL AGREEMENTAL			103(B).			
D. OTHER (Specify type of modification and au	thority)			w		·	
H-6, Options.							
IMPORTANT: Contractor not,	is required to sign	this document and return 1	cor	pies to the issuing	office.		
DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Oue to a Standard Procurement System defections				•		998.	decembración restricto de de que
The purpose of this modification, P00108, to the line of accounting of modification P00107. implement a no cost extension to CLIN 0009 featension to exercise the option as defined in	In that modification, to from 30 September 200	he agency code, 5Q, was inadvertantl 05 to 30 September 2007. And finally	y omi	itted. Secondly,	it serves to		
Except as referenced above, all other terms an	d conditions of the bas	sic contract remain unchanged,					
		. 100 - 10 - 10 - 10 - 10 - 10 - 10 - 10		Constitution of the			
copt as provided hereis, all terms and conditions of the doc A NAME AND TITLE OF SIGNER (Type or pr		or 10A, as heretafore changed, remains unchange				int)	
and the second s	,						(6
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERI	EGA.		16C.	DATE S	IGNED
(Simulation of page or early in 1 to 1	.	BY (Signature of Contracting Off	20-1				
(Signature of person authorized to sign) CEPTION TO SF 30	1	(Signature of Contracting Off 0-105-04	WOT)	STA	NDARD FOR	M 30 712	ev. 10-831
VED BY OTRM 11-84	3	V-1UJ-UM			NUMBER COL		21. 10-03)

001090

Prescribed by GSA FAR (48 CFR) 53 243

The purpose of this modification, P00108, to the basic document is as follows:

- 1. The following changes are administratively implemented:
 - a. Section F, paragraph F-1e, DELIVERIES OR PERFORMANCE, is extended at no cost to either party from 30 September 2005 to 30 September 2007.
 - b. Section G. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN:

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-01

FUNDED AMOUNT: \$3,700,000 (P00107)

c. Section H, paragraph H-3, OPTIONS, is modified as follows:

The sentence that reads in part "CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05" is changed to read "CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07".

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

DELETE ADD

Page 11, Modification P00105 Page 11, Modification P00108 Page 28, Modification P00107 Page 28, Modification P00108 Page 37, Modification P00105 Page 37, Modification P00108

AND DESCRIPTION OF COLUMN	ATIONIAZORI	TOATION OF CONTRACT	1 CONTRAC	OT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRAC		SICATION OF CONTRACT	\	/	1 2
2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		5. PROJEC	CT NO (If applicable)
P00109				į.	1
6. ISSUED BY CODE	W9113M	7 ADMINISTERED BY (If other than stem 6)		CODE SO	107A
MY SPACE & MISSILE DEFENSE COMMAND		DCMA HUNTSVILLE BUILDING 4505, SUITE 301		L	/.\
		MARTIN ROAD			(d.)
. J. BOX 1500		REDSTONE ARSENAL AL 35898-0001			()
HUNTSVILLE AL 35807-3801					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, St	ate and Zip Code)	9A. AMEND	MENT OF S	OLICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD			05 B (720	CENT TOTAL	
BEDFORD MA 01730-0000			9B. DATED	SEE ITEM	(1)
	10A. MOD. OF CONTRACT/ORDER			CT/ORDER NO	
			X DASG60-98	-C-0001	
			10B. DATED	(SEE ITEM	I 13)
CODE 04164	FACILITY COI	DE	X 20-Aug-1998	3	
11	THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLIC	CITATIONS		
The above numbered solicitation is amended as set forth	in Item 14. The hour and d	ate specified for receipt of Offer	is extended,	is not ex	tended.
Offer must acknowledge receipt of this amendment prior	to the hour and date specif	ied in the solicitation or as amended by one of the f	ollowing methods:		
(a) By completing Items 8 and 15, and returning		nt; (b) By acknowledging receipt of this amendment			
or (c) By separate letter or telegram which includes a ref RECEIVED AT THE PLACE DESIGNATED FOR THE) BE	
REJECTION OF YOUR OFFER. If by virtue of this ame				ter,	l
provided each telegram or letter makes reference to the s	olicitation and this amendu	ent, and is received prior to the opening hour and d	ate specified		i
12. ACCOUNTING AND APPROPRIATION DAT	TA (If required)				
13. THIS IT	EM APPLIES ONLY T	TO MODIFICATIONS OF CONTRACTS/	ORDERS.		
,		CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify au	thority) THE CHANGES SET FORTH IN	I ITEM 14 ARE M.	ADE IN THE	ī
CONTRACT ORDER NO. IN TIEM TOA.					
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE	CHANGES (such :	as changes in	paying
(fice, appropriation date, etc.) SET FORTH			03(B).		
HS SUPPLEMENTAL AGREEMENT IS I	ENTERED INTO PUR	SUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and aut	hority)				······································
H-6, Options	,,	•			
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1	copies to the issuit	ng office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by	v UCF section headings, including solicitation	on/contract subject	matter	
where feasible.)			•		
Due to administrative error, modification P0010	•	I, and the information contained therein	is to be considere	d null and vo	oid.
That modification will be superceded by this me	odification, Public9.				
Due to a Standard Procurement System defect	, the date shown in B	lock 10B of the SF30 may be inaccurate	e. That date shou	ld be 30 Jar	11 99 8.
•	•	,			
The purpose of this modification, P00109, to the					e
line of accounting of modification P00107. In the implement a no-cost extension to CLIN 0009 from the cost extension to the cost extensio	,	• , , , ,	•		to
exercise the Option as defined in CLIN 0015 fr	•	•	aves to implemen	ап ехеньк	on to
		· · · · · · · · · · · · · · · · · · ·			
Except as referenced above, all other terms and	d conditions of the ori	ginal contract remain unchanged.			
Except as provided herein, all terms and conditions of the door	ument referenced in Item 9A	t or 10A, as heretofore changed, remains unchanged	d and in full force and e	ffect	
15A. NAME AND TITLE OF SIGNER (Type or pr		16A. NAME AND TITLE OF CON			or print)
2 21 1	•				• •
		TEL:	EMAIL:		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNER	D 16B. UNITED STATES OF AMERI	ICA	ī	6C, DATE SIGNED
		BY			
(Signature of person authorized to sign)		(Signature of Contracting Office	xer)		

EXCEPTION TO SF 30 VED BY OIRM 11-84

30-105-04

001092

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

- 1. The following changes are administratively implemented:
 - a. Section F, paragraph F-1e, DELIVERIES OR PERFORMANCE, is extended at no cost to either party from 30 September 2005 to 30 September 2007.
 - b. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN:

BU

ACCT CLASS:

215 2040 50 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-01

FUNDED AMOUNT: \$3,700,000 (P00107)

c. Section H, paragraph H-3, OPTIONS, is modified as follows:

The sentence that reads in part "CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05" is changed to read "CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07".

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

<u>DELETE</u> <u>ADD</u>

Page 11, Modification P00105	Page 11, Modification P00109
Page 28, Modification P00107	Page 28, Modification P00109
Page 37, Modification P00105	Page 37, Modification P00109

3. This modification supercedes modification P00108 which has been administratively cancelled.

MODIFICATION P00109 TO CONTRACT DASG60-98-C-0001 PAGE 11 OF 70 PAGES PREVIOUS: P00105

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 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 CLINs 0005 and 0006 as follows:
- 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
- The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
- 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
 - d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
- The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Scp 2005.
- T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Scp 2008, if exercised.
- 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2007.
- 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.

MODIFICATION P00109 TO CONTRACT DASG60-98-C-0001 PAGE 28 OF 70 PAGES PREVIOUS: P00105

(b) SUBCLIN 0009AB:

ACRN:

AQ

CUMULATIVE AMOUNT:

\$59,894

ACCT CLASS:

2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON:

ER1D732000-01

FUNDED AMT \$24,894

(P00057)

ER1D732000-02

FUNDED AMT

\$35,000

(P00069)

ACRN:

AR

CUMULATIVE AMONT:

\$35,000

ACCT CLASS:

212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON:

ER2D731400-01

FUNDED AMT: \$35,000

(P00057)

ACRN:

BK

ACCT CLASS:

215 2040 5017 P172419E55 255Y ER5D731100 S01021

ER5D731100/54KJLE/4K0000

ORDER NO:

ER5D731100-01

FUNDED AMT: \$3,455

\$

(P00099)

ACRN:

BN

ACCT CLASS:

AA 9750400 1202 185 JT01 606051 600007 59232 65126J

525700

F25700 FSR: 003624 PSR: 205062 DSR: 086263

ORDER NO .:

F1AF1W5088GV01

FUNDED AMT:

81,685

(P00102)

ACRN:

BU

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-01

FUNDED AMOUNT: \$3,700,000 (P00107)

MODIFICATION P00109 TO CONTRACT DASG60-98-C-0001 PAGE 37 OF 70 PAGES PREVIOUS: P00105

OPTION	<u>DATE</u>
CLINs 0005/0006	
0005AB (Option IA)**	NLT 15 Oct 2005
0005AC (Option IB)	NLT 31 Oct 2007
CLINs 0007/0008 (OPTION II)	
0007AB	NLT 30 Nov 2001
0007AC	NLT 30 Nov 2002
0007AD	NLT 30 Jun 2003
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005

**The U.S. Army Space & Missile Defense Command will exercise and award Option 1A (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone B and availability of JLENS program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC 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 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually. SubCLIN7AD may only be exercised if SubCLIN 0007AB has been exercised.

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exe	rcised
incrementally or totally at any time during the period of performance of the contract, up t	o the amount set
forth in Section B of the contract. The CPFF unit price per DPPH	ed to exercise $(b)(4)$
CLIN 0009, if it is exercised incrementally.	(6)(4)

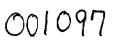
CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH will be used to exercise (b)(4) CLIN 0015, if it is exercised incrementally.

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	1 CONTRACT	. ID CODE	PAGE OF PAGE	38
AND			V		1 3	,
2 AMENDMENTAMODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	-	5 PROJECT	NO.(If applicable)	
P00110	12-Sep-2005					
6 ISSUED BY CODE	W9113M	7 ADMINISTERED BY (If other than item 6) OCMA HAY THEON	cc	DE \$220	5A	-1/
MY SPACE A MOSILE DEFENSE COMMAND		50 APPLE HILL DRIVE M/S T2FR2				(b)
(1500		TEWKSBURY MA 01876				1/1
HUN-SVILLE AL 35807-3801						ונט
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, S	tate and Zip Code)	9A AMENDM	ENT OF SOL	JCITATION NO	
RAYTHEON COMPANY 188 HARTWELL ROAD		.				
BEDFORD MA 01730-0000			9B. DATED (S	EE ITEM 11)	1	- 1
1		· •	V IOA. MOD. OF	CONTRACT	CORDER NO.	
		Ĺ	^ DASG60-98-0	C-0001		
			10B. DATED	(SEE ITEM 1	3)	- 1
CODE 04164	FACILITY CO		X 20-Aug-1998			
The shows authorized solidarities a secondari (F)	****	APPLIES TO AMENDMENTS OF SOLICE			dad.	
The above numbered solicitation is smeaded as set for		· · · · ·	u extended,	e not exten	ned	
Offer must acknowledge receipt of this amendment p (a) By completing Items 8 and (5, and returning		fied in the solicitation or as amended by one of the fo- int; (b) By acknowledging receipt of this amendment of	-	r submitted:		Total Control
or (c) By reparate letter or telegram which includes a	reference to the solienation at	nd amendment numbers FAILURE OF YOUR ACKY	OWLEDOMENT TO E			ĺ
RECEIVED AT THE PLACE DESIGNATED FOR T						Ì
REIECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the				,		
12. ACCOUNTING AND APPROPRIATION D	ATA (If required)					_
See Schedule						
		TO MODIFICATIONS OF CONTRACTS/C		******		
		CT/ORDER NO. AS DESCRIBED IN ITEM				_
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A.		uthority) THE CHANGES SET FORTH IN	ITEM [4 ARE MA]	DE IN THE		
B. THE ABOVE NUMBERED CONTRACT	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE O	HANGES (such as	changes at pa	yung	
IS SUPPLEMENTAL AGREEMENT I		ANT TO THE AUTHORITY OF FAR 43.10	3(B).			
GOOT EDWIN AND MORE MAINTENANT	S ENTERCED BY TO FOR	BOANT TO AUTHORITY OF.				
X D. OTHER (Specify type of modification and a	uthority)					
H-6, Options			····			
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuing	office.		
4. DESCRIPTION OF AMENDMENT/MODIF	ICATION (Organized b	y UCF section headings, including solicitation	n/contract subject m	atter		
where fessible.) Due to a Standard Procurement System defe	ect, the date shown in F	Block 108 of the SF30 may be inaccurate.	That date should	read 30 Jan	1998	
	,				,	
The purpose of this modification is to provide	FY05 A3P hardware s	support in the amount of \$9,000 to CLIN 0	009 of the basic c	ontract.		
This modification also serves to correct seve	ral administrative errors	in previous modifications, specifically th	e DCMA address	es in		
modifications P00107 and P00109, and the						
To all and the second all and all all all and all all all all all all all all all al						İ
Except as referenced above, all other terms	ing conditions of the or	iginal contract remain unchanged.				
						ļ
						- 1
becept as provided herein, all terms and conditions of the d	ocument referenced in hem 97				<u> </u>	
5A. NAME AND TITLE OF SIGNER (Type or	print)	LICA NAME AND THE ROPCOM	RACTING OFFICE	ER (Type of p	cist)	IN
						10
SB CONTRACTOR/OFFEROR	15C DATE SIGNE	168 UNITED STATES OF AMERIC	SA.	lise	DATE SIGNE	
20 CONTRIBUTION NET BINCH	120 GILL MONE			100	, vetro ormei	100
(Simple of page and to give the	-	BY (Signature of Contraction Office		12	-Sep-2005	l
(Signature of person authorized to sign)	1	(Signature of Contracting Office	")	- 1		1

EXCEPTION TO SF 30

30-105-04

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





MODIFICATION:

- 1. As a result of the option exercise, the contract amount is increased by \$9,000. Standard Form 26, Block 15G, is increased accordingly, from \$291,916,963 to \$291,925,963.
- 2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:
 - a. CLIN 0009AB Exercised Material Dollars is increased by \$9,000, from \$3,880,034 to \$3,889,034.
- 3. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AB:

ACRN: BV

ACCT CLASS: 215 2040 0000 5Q 5Q07 P643327S3400 255Y S01021 54N357/4N5SQS444N/4N0000

ORDER NO: 4N5SOS444N FUNDED AMOUNT: \$9,000 (P00110)

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:

SUB	CLIN 0009AB	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1)	Amount Required for Full Funding,	\$5,528,296	-0-	\$5,528,296
(2)	Including Fee(s): Amount Allotted under the LOF Clause	\$ 3,880,034	\$9,000	\$ 3,889,034
(3)	for Payment of Costs: Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4)	Total Amount Allotted and Obligated:	\$ 3,880,034	\$9,000	\$ 3,889,034
(5)	Net Amount Required for Full Funding:	\$1,729,947	(\$9,000)	\$1,720,947

5. The following administrative correction is made to a line of accounting classification first noted in modification P00103 and carried over into modification P00104. The CLIN data as shown:

CLINs 0007AA:

ACRN: BP

CUMULATIVE AMOUNT: \$10,832,348

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021

ER5D731000/54KJLE/4K0000

ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)

ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)

is incorrect. The correct Accounting Classification should be:

M	Th	In	000	7	A	A .
L	ДĽ	15	vvv		n.	n_

ACRN:

BP

CUMULATIVE AMOUNT:

\$10,832,348

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y

ER5D731000

S01021

ER5D731000/54KJLE/4K0000

ORDER NO:

ER5D731000-01 ER5D731000-02 FUNDED AMT: \$ 2,517,447 (P00104)

FUNDED AMT: \$ 190,348 (P00104)

6. The DCMA address shown in Block 7 of modifications P00107 and P00109 and listed as:

DCMA Huntsville

Building 4505, Suite 301

Martin Road

Redstone Arsenal, AL 35898-0001

(b)(6)

is incorrect. The Correct Administering Office should be:

DCMA Raytheon

50 Apple Hill Drive

M/S T2FR2

Tewksbury, MA 01876

(b)(6)

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

Page 1, Modification P00109

Page 5, Modification P00107

Page 28, Modification P00109

Page 33, Modification P00107

Page 1, Modification P00110

Page 5, Modification P00110

Page 28, Modification P00110

Page 33, Modification P00110

AMENDMENT OF SOLICI	TATION/MODIF	ICATION OF CONTRACT		I CONTRACT	ID CODE	PAGEO	P PAGES
2 AMBNDAGNTAMODIFICATION NO. P00111	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5 PROJECT	NO.(U applia	3 cable)
CODE W9113M	7. ADMINISTERED BY (If other than stem 6) DCNA RAYTHEON 50 APPLE HILL DRIVE M/S 12FR2 TEMINISTER2 TEMINISTERS		CO	DE \$2200	5A		
8. NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	(No., Street, County, Stat	Le and Zip Code)	×	9A. AMENDM 9B. DATED (SE 10A. MOD. OF DASG80-98-C 10B. DATED (SE	CONTRACT	r/order	
CODE 04164	FACILITY CODE	8	X	20-Aug-1998		part.	
The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment or (a) By completing items 8 and 15, and returning or (c) By suparate letter or tolegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this is provided each telegram or letter makes reference to the	ior to the hour and data specific copies of the amendment reference to the solicitation and HE RECERT OF OFFERS PRO mendment you desire to change	d in the solicitation or as arounded by one of the this memotron summer of this amendment around the amendment numbers. FAILURE OF YOUR AC OR TO THE HOUR AND DATH SPECTFIED M am offer already submitted, such change may be	KNOV AY RI	ach copy of the offer VLEDGMENT TO B SSULT IN by telogram or letter,	В	iced	
	DIFFES THE CONTRACT SUANT TO: (Specify and ORDER IS MODIFIED TO H IN ITEM 14, PURSUAN BENTERED INTO PURS	O REFLECT THE ADMINISTRATIVE IT TO THE AUTHORITY OF FAR 43.	CH.	4. EM 14 ARE MAE ANGES (such as		sying	
H-6, Options							
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Due to a Standard Procurement System defe A portion of CLIN 0009 is hereby exercised a	ICATION (Organized by loct, the date shown in Blo and funded as set forth but	ook 10B of the SF30 may be inaccurated	ion/c		itler	998.	
Except as provided herein, all terms and conditions of the do 15A. NAME AND TITLE OF SIGNER (Type or 15B. CONTRACTOR/OFFEROR		or 10A, as heretefere changed, remains unchanged 16A NAME AND TEST TO SEE THE	tren		ER (Type or p	orint)	SIGNED
(Signature of person authorized to sign)	-	BY (Signature of Contracting Offi			-	S-Sep-200	
EXCEPTION TO SF 30 VED BY OIRM 11-84	30	0-105-04	,		NDARD FO		ev. 10-83)

001100

FAR (48 CFR) 53.243

MODIFICATION:

- 1. As a result of the option exercise, the contract amount is increased by \$350,000. Standard Form 26, Block 15G, is increased accordingly, from \$291,916,963 to \$292,266,963.
- 2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:
 - a. CLIN 0009AB Exercised Material Dollars is increased by \$350,000, from \$3,889,034,034 to \$4,239,034.
- 3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AB:

ACRN:

BU

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000 ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$350,000 (P00111)

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:

SUE	BCLIN 0009AB	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1)	Amount Required for Full Funding,	\$5,528,296	-0-	\$5,528,296
(2)	Including Fee(s): Amount Allotted under the LOF Clause	\$ 3,889,034	\$350,000	\$ 4,239,034
(3)	for Payment of Costs: Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4)	Total Amount Allotted and Obligated:	\$ 3,889,034	\$350,000	\$ 4,239,034
(5)	Net Amount Required for Full Funding:	\$1,729,947	(\$350,000)	\$1,379,947

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

DELETE **ADD**

Page 5, Modification P00110 Page 5, Modification P00111 Page 28, Modification P00110 Page 28, Modification P00111 Page 33, Modification P00110 Page 33, Modification P00111

MODIFICATION P00111 TO CONTRACT DASG60-98-C-0001 PAGE 5 OF 70 PAGES PREVIOUS: P00110

OPTION III

0009 Component Demonstrations/Exercises

Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" 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, 2.7, 3.1, 3.4, 3.5.6, 3.5.7, 3.7, 3.8, 3.9.1, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work

0009AA Lovel-of-Effort (Includes labor, travel, subcontracts)

(Cost Plus Fixed Fee)

QUANTITY (DPPH)

ESTIMATED COST

FIXED FEE

TOTAL EST COST +

FEE

0009AB Materials

(Cost Reimbursement, No Fee)	Available (OPTI)	Exercised Option
ESTIMATED COST	\$3,889,034	\$4,239,034
FIXED FEE	\$0	\$0
TOTAL EST COST +	\$3,889,034	\$4,239,034

O010 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III,

Section J, hereof. QTY: 1 Lot

OPTION IV

Operations & Sustainment (O&S) Support (OPTION IV)

Statement of Work SW-JLENS-16-97, titled "ILENS Program,
CLINs 0003, 0005, 0007, 0009, 0011" 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, 2.6.3, 2.7,
3.1, 3.4, 3.5.1, 3.5.6, 3.5.6.1, 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 in said Statement of Work.
OTY: 1 Task

TOTAL COST + FEE \$41,558,000*

*Not to Exceed (NTE) amount, subject to downward negotiation only

MODIFICATION P00111 TO CONTRACT DASG60-98-C-0001 PAGE 28 OF 70 PAGES PREVIOUS: P00110

(b) SUBCLIN 0009AB:

ACRN: AQ

CUMULATIVE AMOUNT: \$59,894

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)

ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN: AR

CUMULATIVE AMONT: \$35,000

ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

ACRN: B

ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021

ER5D731100/54KJLE/4K0000

ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455 (P00099)

ACRN: BN

ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J

525700

F25700 FSR: 003624 PSR: 205062 DSR: 086263

ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$81,685 (P00102)

ACRN: BU

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$350,000 (P00111)

ACRN: BV

ACCT CLASS: 215 2040 0000 5Q 5Q07 P643327S3400 255Y S01021

54N357/4N5SOS444N/4N0000

ORDER NO: 4N5SOS444N FUNDED AMOUNT: \$9,000 (P00110)

MODIFICATION P00111 TO CONTRACT DASG60-98-C-0001 PAGE 33 OF 70 PAGES PREVIOUS: P00110

e. <u>CLINs 0009 and 0010</u>:

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:	(b)(4) (b)(4),
(3) Amount Separately Obligated for Payment of Fee:	(6)(4,
(4) Total Amount Allotted and Obligated:	\$ 777,966
(5) Net Amount Required for Full Funding:	\$ 13,317,914
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
SUBCLIN 0009AB:	
(1) Amount Required for Full Funding, Including Fee(s):	\$ 5,528,296
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 350,000
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ 350,000
(5) Net Amount Required for Full Funding:	\$ 1,379,947

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

AMENDMENT OF SOLICE	ITATION/MODIFI	CATION OF CONTI	LACT	I. CONTRAC	T 10 CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00112	9 24 OS	4 REQUISITION/PURCHASE RE	Q, NO		5 PROJECT	NO.(If applicable)
FISUED BY CODA SHAN SPACE & MERCE DEFENSE COMMAND CO BOX 1908 HUNTSVILLE AL 35807-3801	W9113M	7. ADMINISTERED BY (If other DCMA RAYTHEON SO APPLE HALL DRIVE MIS TZYREZ TEVMSBURY MA 01878	thun nem 6)	CC	DDE 8220	5A
8. NAME AND ADDRESS OF CONTRACTO	OR (No , Street, County, St	ste and Zip Code)		9A AMENDA	SENT OF SO	LICITATION NO.
180 HARTWELL ROAD BEDFORD MA 01730-0000			Γ	9B. DATED (S	SEE ITEM II)
			x	HAS MOD D	CONTRAC	T/ORDER NO.
				10B. DATED	(SEE ITEM	Commence of the Commence of th
ODE 04164	FACILITY CODE		X	20-Aug-1998		
The above numbered solicitation is amended as		PLIES TO AMENDMENTS OF	SOLICITA	is extended,	is not exte	nded
or (c) By separate letter or telegram which inclu RECEIVED AT THE PLACE DESIGNATED I REJECTION OF YOUR OFFER. If by virus a provided each telegram or letter trackes reference. 2. ACCOUNTING AND APPROPRIATION	FOR THE RECEIPT OF OFFER of this amendment you desire to de to the solicitation and this ame	S PRIOR TO THE HOUR AND DA	TE SPECIFII	ED MAY RESULT by be made by teleg	T IN	
					100	
		MODIFICATIONS OF CONTI FORDER NO. AS DESCRIBED				
A. THIS CHANGE ORDER IS ISSUED PL CONTRACT ORDER NO. IN ITEM 10		uthority) THE CHANGES SET	FORTH IN I	TEM 14 ARE M	CADE IN THI	
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOI					as changes in	paying
C. THIS SUPPLEMENTAL AGREEMENT						
). OTHER (Specify type of modification as H-6, Options	nd authority)	mayona ka				
. IMPORTANT: Contractor is not	X is required to sign	this document and return	1 00	pies to the issuin	g affice.	
4. DESCRIPTION OF AMENDMENT/MOD where familie.) Due to a Standard Procurement System (Jan 1998.
The purpose of this modification to the ba 2005 to 31 October 2005.	asic document is to affect	a no-cast extension of CLINs	0005AA av	nd 0007AA from	n 30 Septem	ber
Additionally, due to administrative error, n contained therein should now be conside modification P00107, CLIN 0009AB. In t	wed null and vold. And, it	serves to correct a typograp	hical error i	n the line of ac		mation
Except as referenced above, all other terr	ms and conditions of the b	ossic contract remain unchan	ged.			
except as provided becein, all terms and conditions of		2 9A or 10A, as heretufore changed,				nant)
	(b)					(\$
UL CONTRACTOR/OSSSRAN	September (6)	169 UNITED STATES OF	Mente	(h	1(6)	C. DATE SIGNED
(Signature of person notiforized to sign)		and the same of th			/(-/	1120102
(Singularie of person middiffract to sign) EXCEPTION TO SF 30 PPROVED BY OIRM 11-84		-105-04		1	ST	STANDARD FO

MODIFICATION:

- 1. The following changes are administratively implemented:
 - a. Section F, paragraph F-1, c-1, DELIVERIES OR PERFORMANCE SubCLIN 0005AA, is extended at no cost to either party from 30 September 2005 to 31 October 2005.
 - b. Section F, paragraph F-1, d-1, DELIVERIES OR PERFORMANCE SubCLIN 0007AA, is extended at no cost to either party from 30 September 2005 to 31 October 2005.
 - c. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN:

BU

ACCT CLASS:

215 2040 **5Q** 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-01

FUNDED AMOUNT: \$3,700,000 (P00107)

- 2. Modifications P00108 and P00109 are administratively cancelled.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
	ADD

Page 11, Modification P00109 Page 11, Modification P00112 Page 28, Modification P00109 Page 28, Modification P00112

MODIFICATION P00112 TO CONTRACT DASG60-98-C-0001 PAGE 11 OF 70 PAGES PREVIOUS: P00109

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 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 CLINs 0005 and 0006 as follows:
- 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 October 2005.
- 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
- 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
 - d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
- 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 31 October 2005.
- T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 September 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.

MODIFICATION P00112 TO CONTRACT DASG60-98-C-0001 PAGE 28 OF 70 PAGES PREVIOUS: P00109

(b) SUBCLIN 0009AB:

ACRN:

AQ

\$59,894

CUMULATIVE AMOUNT:

ACCT CLASS:

2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON:

ERID732000-01

FUNDED AMT \$24,894

(P00057)

ER1D732000-02

FUNDED AMT \$35,000

(P00069)

ACRN:

AR

CUMULATIVE AMONT:

\$35,000

ACCT CLASS:

212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON:

ER2D731400-01

FUNDED AMT: \$35,000

(P00057)

ACRN:

BK

ACCT CLASS:

215 2040 5Q17 P172419E55 255Y ER5D731100 S01021

ER5D731100/54KJLE/4K0000

ORDER NO:

ER5D731100-01

FUNDED AMT: \$3,455

(P00099)

ACRN:

BN

ACCT CLASS:

AA 9750400 1202 185 JT01 606051 600007 59232 65126J

525700

F25700 FSR: 003624 PSR: 205062 DSR: 086263

ORDER NO.:

F1AF1W5088GV01 FUNDED AMT:

\$ 81,685

(P00102)

ACRN:

BU

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-01

FUNDED AMOUNT: \$3,700,000 (P00107)

<u> </u>				1 CONTRACT	1D CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			l		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO			5. PROJECT	NO.(Il'applicable)
P00113	29 5-05	1				- •
'SSUED BY CODE	W9113M	7. ADMINISTERED BY (If other than item	6)	col	DE S2205	A
ARMY SPACE & ARREST MANO		DCMA RAYTHEON 50 APPLE HILL DRIVE				
		M/S T2FR2 TEVKSBURY MA 01876				
P.U. BOX 1500		TEVASBURT IMA GIOTO				
HUNTSVILLE AL 358/07-3801				A A) (E) (E) (E)	CANT CAN COL	12 15 1 MCR 1 1 10
8. NAME AND AD DRESS OF CONTRACTOR RAYTHEON COMPANY	(No., Street, County, St	ate and Zip Code)		YA. AMENDMI	ENT OF SOL	ICHATION NO
160 HARTWELL ROAD BEDFORD MA 01730-0000				9B. DATED (SI	E (TEM 11)	
BODY OND IMMOTIVES 4444	•		Ш			
			x	DASGEC-98-C	CONTRACT -0001	ORDER NO
				10B. DATED (SEE ITEM I	3)
CODE 04164	FACILITY COD	8	X	20-Aug-1998		
11.	THIS TTEM ONLY AP	PLIES TO AMENUMENTS OF SOLIC	TAI	rions		
The above numbered solicitation is amended as set for	orth in Item 14. The bour n	ad date specified for receipt of Offer		is extended.	is not exten	ded.
Offer must acknowledge receipt of this amountment						
(a) By completing. Items 8 and 15, and returning or (c) By separate letter or telegram which includes a		et; (b) By acknowledging receipt of this among				ed;
RECEIVED AT THE PLACE DESIGNATED FOR						
REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to t					um or letter,	
12. ACCOUNTING AND APPROPRIATION DA	_	sament may a received providing observing of	ми а	DO GOTE SPACEFICAL	***	
12. ACCOUNTERS AND AT ROTHER TON DA	in (it requires)					
13. THIS ITE	M APPLIES ONLY TO	MODIFICATIONS OF CONTRACTS	ORD	ERS.		
		YORDER NO. AS DESCRIBED IN ITE				•
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify au	thority) THE CHANGES SET FORTH	IN I	TEM 14 ARE MA	ade in this	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SI:T FORTH					s changes in p	naying
", THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PUR	SUANT TO AUTHORITY OF:				
J. OTHER (Specify type of modification and as	uthority)					
	x is required to sign	this document and return 1	сор	ics to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC	CATION (Oceanized by	LICE section headings, including solicit	stice	Vcontract subject	matter	
where feasible.)		3 , 3		•		
Due to a Standard Procurement System defe	ct, the date shown in	Block 108 of the SF30 may be inacc	uratte	9. I Rat date sh	ould be 30 1	an 1998.
The purpose of this modification to the basic 31 October 2005.	document is to effect	a no-cost extension of CLINs 0009 a	nd O	010 from 30 Se	ptember 200	05 to
Except as referenced above, all other terms a	ing conditions of the t	sasic contrator remain unchanged.				
Except as provided herein, all terms and conditions of the	locument referenced in Item	n 9A or 10A, as herete fore chaused, remains a	uicha	nged and in full for	ce and effect	
ICA NAME AND TITLE OF SIGNED COMME	iot	IGA NAME AND TITLE OF COM				
	(b)(6					(b)(6)
ISB CONTRACTORAGESEROR	ISC. DATE SIGNED	CAST OF STARTED BY AND BURNES.			1160	DATE SIGNED
		i i				
(Significant of person authorized to sign)	29 Sept.) (6) 200	05		<i></i>	29	5m05
EXCEPTION TO SP 30	- 	-105-04	-	STA	NDARD FO	RM 30 (Rev. 10-83)
APPROVED BY OIRM 11-84	.,0			Pres	cribed by GS.	A
				FAR	(48 CFR) 53	243

(b)(b)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

MODIFICATION

- 1. The following changes are administratively implemented:
 - a. Section F, paragraph F-1e, DELIVERIES OR PERFORMANCE, CLINs 0009 and 0010 are extended at no cost to either party from 30 September 2005 to 31 October 2005. This is to allow for the completion of effort of only the existing work remaining on these CLINs. A Technical Direction Letter from the JLENS Product Office Manager will be provided to Raytheon IAW section H-1 of the basic contract.
- 2. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 11, Modification P00112

Page 11, Modification P00113

MODIFICATION P00113 TO CONTRACT DASG60-98-C-0001 PAGE 11 OF 70 PAGES PREVIOUS: P00112

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REOUTREMENT:

- 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 CLINs 0005 and 0006 as follows:
- 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 October 2005.
- 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
- 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
 - d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
- 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 31 October 2005.
- T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 31 October 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.

	TAT N/MODIFI	CATION OF CONTRACT	1. CONTRAC	TUD CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(If applicable)
nn114	27 October 200	5			
ED BY CODE	W9113M	7. ADMINISTERED BY (If other than item	6) C	DDE \$220	5A
ARME DEFENSE COMMAND		DCMA RAYTHEON SD APPLE HILL DRIVE			
		M/S T2FR2 TEWKSBURY MA 01876			
0 30X 1600 UNTSVILLE AL 36807-3801					
AME AND ADDRESS OF CONTRACTO	No Street County St.	Tre and Zip Code)	9A AMENDA	MENT OF SO	LICTATION NO.
RAYTHEON COMPANY	11 (110., 5 a cos, county, 50	an and hip code)			
50 LOWELL STREET NDOVER MA 91810			9B. DATED (S	BEE ITEM 11)
			V 10A MOD O	F CONTRAC	T/ORDER NO.
			X DASG60-98-	C-0001	T/ORDER NO.
			10B, DATED	-	3)
DE 05716	JEACULTY CODI		X 20-Aug-1998		
		LIES TO AMENDMENTS OF SOLIC			
The above numbered solicitation is amended as so			is extended,	is not exte	nged,
Offer must acknowledge receipt of this amendme (a) By completing items 8 and 15, and returning		scriffed in the solicitation or as amended by or nt: (b) By scknowledging receipt of this amen	-		Tod:
or (c) By separate letter or relogram which include	es a reference to the solicitation	and amendment numbers. FAILURE OF YO	OUR ACKNOWLEDG	MENT TO BE	•
RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER, If by winter of					
provided each relegants or letter makes reference				finiti di lovert	
CCOUNTING AND APPROPRIATION I	DATA (If required)				
See Schedule					
		MODIFICATIONS OF CONTRACTS			
THIS CHANGE ORDER IS ISSUED PU		ORDER NO. AS DESCRIBED IN ITE		A DE DI TILI	
CONTRACT ORDER NO. IN ITEM 10A		many) THE OHNOCES SET TORTH	IN ITEM IT ARE I	EVEN HA 1111	,
HE ABOVE NUMBERED CONTRACT				es changes in	paying
THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURS	SUANT TO AUTHORITY OF:			
OTHER (Specify type of modification and	lauthority)			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
PORTANT: Contractor is not,	X is required to sign	this document and return 1	copies to the issuin	g office.	
DESCRIPTION OF AMENDMENT/MODI	FICATION (Organized by	UCF section headings, including solicit	ation/contract subje-	ot matter	
where fessible.) e to a Standard Procurement System de	efect, the date shown in i	Block 10B of the SE30 may be inacc	urate that date st	ould be 30 .	an 1998
. to a otherward recording in System ex	Josi, the date divertini	block job of the of ho finds be indeed	distr. (let date e)	,0010 00 00 0	411 1259.
	LIN. UUT /. A NOT TO EXC	reed ance cliniert anklin dawnward	negotiations, has	been establi	shed
INS 0005AB and 0007AB into a new Cl		and price, applications, to dominate	•		
rsuant to FAR 52.243-2, "Changes - Co LINS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000.		and prior, oxplore only to dominion			
INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000.		and price, opposit only to destribute			
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INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000.		and price, opposit only to government			
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INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000. contract is changed as shown herein.					
INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000. contract is changed as shown herein.	he document refete nces in liten	194 of 104, as descriptions changed, remains 1			
INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000. contract is changed as shown herein.	he document referenced in iten r print)	19A or 18A, as hererofore changed, remains to 16a. NAME AND TITLE OF CON			ecint) /
INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000. contract is changed as shown herein.	he document refete nces in liten	19A or 18A, as hererofore changed, remains to 16a. NAME AND TITLE OF CON			print).
INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000.	he document referenced in iten r print)	19A or 18A, as hererofore changed, remains to 16a. NAME AND TITLE OF CON	TRACTING OFFIC	CER (Type of	ecion).
INS 0005AB and 0007AB into a new Cl this CLIN at \$1,346,249,000. contract is changed as shown herein.	he document referenced in literal (b)(6)	19A or 10A, as hereratore changed, cemains to 16a. NAME AND TITLE OF COM	TRACTING OFFIC	FR (Type or	C. DATE SIGNED
INS 0005AB and 0007AB into a new Clithis CLIN at \$1,346,249,000. contract is changed as shown herein.	he document referenced in liter r print) (b)(6)	19A or 10A, as heretations changed, remains to 16A, NAME AND TITLE OF CONTER	TRACTING OFFIC	CER (Type of	
INS 0005AB and 0007AB into a new Clithis CLIN at \$1,346,249,000. contract is changed as shown herein. A 12 provided herein, all icrnis and conditions of the NAME AND TITLE OF SIGNER (Type of	he document referenced in item r print) (b)(6) ISC. DATE SIGNED 27 October 2005	19A or 10A, as hereratore changed, cemains to 16a. NAME AND TITLE OF COM	STRACTING OFFICE	(b)(6) ¹⁶⁰	DATE SIGNED FOR JONE SIGNED ORM 30 (Rev. 10-83)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: CHANGES TO CONTRACT

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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 as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

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

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	UNIT	<u>AMOUNT</u>
	BASIC (SEGMENT 1)			
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A031, incorporated herein and attached as	1	Lot	Not Separately Priced

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	AMOUNT
	set forth in Part III, Section J, hereof.			
0005	JLENS System - Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			
0005AA	JLENS Technology Development; Statement of Work as specifically described therein	1	Task	\$ 68,712,107
	<u>OPTION IA</u>			
0005AB	Reserved; restructure into CLIN 0017			
	OPTION IB			
0005AC	JLENS System 5th Platform	1	Task	\$ 17,362,936
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A028, incorporated herein and attached as set forth in Part III, Section J, bereof.	1,	Lot	Not Separately Priced
	BASIC SEGMENT II			
0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			
0007AA	SuR Design, Fabrication, Integration, Test	1	Task	\$10,832,348
	OPTION II			
0007AB	Reserved •			
0007AC	Reserved			
0007AD	Reserved			
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<u>OPTION III</u>			
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, titled "ILENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and	See B-14		

attached as set forth in Part III, Section J, hereof.

	auacheu as set iorui in Part III, Section J, neicoi.			
0009AA	Level-of-Effort (Includes labor,travel, subcontracts)	See B-14		\$14,095,880
0009AB	Materials	See B-14		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.		Lot	Not Separately Priced
	<u>OPTION IV</u>			
0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.		Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	BASIC			
0013	Spiral 1 - COTS - Based System	1	Task	\$41,047,110
	Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof.			
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<u>OPTION V</u>			
0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, 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	See B-15		
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 A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

JLENS SDD Program (Option 1A and II)

Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.

0017AA SDD JLENS Systems

See B-15

\$1,346,249,000*

Design, development, procurement, fabrication, integration, testing, and

delivery of two (2) SDD JLENS systems.

0018 Contract Data Requirements List (CDRL)

1 Lot

Not

Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 through B056, incorporated herein and attached by reference as set forth in Section J

Separately Priced

hereof.

c. The following has been added to Clause B-9, INCENTIVE FEE:

INCENTIVE FEE FOR CLINs 0017/0018:

SUBCLIN 0017AA: RESERVED

d. The following clauses have been changed in Section B:

(1) B-4. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLIN 0017/0018:

SUBCLIN 0017AA

a. Target cost:

TBD

b. Target fee:

TBD

c. Minimum incentive fee:

TBD

d. Maximum incentive fee:

TBD

e. Total target cost and target fee:

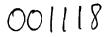
\$1,346,249,000*

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

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

(2) B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

- a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AC/0006 (if exercised), 0007AA/0008, 0011/0012 (if exercised), 0013/0014, 0015/0016, and 0017/0018 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AC (if exercised), 0007 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), 0014, 0016, and 0018 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, 0013, 0015, and 0017 will also not become final unless and until completion of the milestones listed in F-5. 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: SubCLIN 0005AA, and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- e. CLIN 0007: SubCLIN 0007AA will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.
- g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- h. CLIN 0015 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- i. CLIN 0017 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- j. CLINs 0002, 0004, 0006, 0008, 0012 (if exercised), 0014, 0016, and 0018 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.
- (3) B-12. <u>SEPARATE APPLICATION OF FUNDING</u>: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AC/0006, 0007AA/0008, 0009/0010, 0011/0012, 0013/0014, 0015/0016, and 0017AA/0018.
- 2. SECTION F DELIVERIES OR PERFORMANCE is changed as follows:
 - a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:
- 1. 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.
- 2. 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.



- The contractor shall complete the task required by CLINs 0005 and 0006 as follows:
- a) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 Oct 2005.
- b) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
- 4. The contractor shall complete the task required by CLIN 0007AA and complete delivery of all data and reports required by CLIN 0008 by 31 Oct 2005 for each SubCLIN, if exercised.
- 5. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 31 Oct 2005, IAW modification P00113.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. The contractor shall complete the task required by CLIN 0017AA (restructured from CLINs 0005AB and 0007AB) and complete delivery of all data and reports required by CLIN 0018 by 30 Sep 2011.
- b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, for CLIN 0005 is deleted and replaced with the following:

•		
MILESTONE EVENT		TIME PERIOD
CLIN 0003 - PTIR System		
FP Demo		Second Quarter FY 00
PTIR Hardware PDR		First Quarter FY 01
PTIR Hardware CDR		Fourth Quarter FY 01
Tether CDR		Second Quarter FY 02
POD TRIMMs Assembled		Fourth Quarter FY 02
	(b)(7)(E)	Second Quarter FY 03
Tether Test		Second Quarter FY 03
PTIR SRS Released		Fourth Quarter FY 03
POM TRIMMs Complete		Third Quarter FY 03

CLIN 0005

Master Test Plan (Draft)

001119

Fourth Quarter FY 03

SUBCLIN 0005AA

Logistics Planning Documents First Quarter FY 04

Draft Master Test Plan Third Quarter FY 04

PTIR Build 1 SRS Released First Quarter FY 05

System Requirements Review (SRR) Second Quarter FY 05

POM TRIMMS Assembled & Tested Fourth Quarter FY 05

System Functional Review Fourth Quarter FY 05

. Master Test Plan Fourth Quarter FY 05

SUBCLIN(s) 0005AB/0005AC

Platform PDR (Part 1 System PDR) Second Quarter FY 06

Platform CDR Fourth Quarter FY 06

System ICD Fourth Quarter FY 06

Processing Station & CP PDR (Part 2 System PDR) First Quarter FY 07

Mil O&S PDR First Quarter FY 08

System Integration Laboratory (SIL) Functional Verification

Test (FVT) Second Quarter FY 07

Processing Station & CP CDR Third Quarter FY 07

Precision Track Illumination Radar (PTIR) Array Complete Fourth Quarter FY 07

System CDR First Quarter FY 08

PTIR #1 FVT Complete Second Quarter FY 08

PTTR SIL SIAP Demonstration (LINK 16) Second Quarter FY 08

PTIR SIL SIAP Demonstration (Link 16/CEC)

Third Quarter FY 08

Orbit Test (SDD #1) Complete First Quarter FY 09

Orbit FVT Test (SDD #2) Complete Second Quarter FY 09

Production Readiness Review Second Quarter FY 09

Contractor Test Report (Elevated) Second Quarter FY 09

Processing Station Software (TBM, SMTI, LCR) Build 4

Demonstration Fourth Quarter FY 09

Log Demo Complete First Quarter FY 10

JTA-A Certification Complete First Quarter FY 10

PQT Complete/Contractor Final Test Report/DD 250 Second Quarter FY 10

CLIN 0007

SUBCLIN 0007AA - SuR

Sur Risk Reduction IPR Third Quarter FY 05

SuR Preliminary Design Review Third Quarter FY 05

SuR Critical Design Review Second Quarter FY 06

SIAP Demonstration First Quarter FY 08

SuR Delivery Fourth Quarter FY 08

SUBCLIN 0007AB - SUR

Mobile Mooring Station Delivery Fourth Quarter FY 08

SUBCLIN 0007AC - SuR

Leave Behind Capability Including GSE Fourth Quarter FY 08

SUBCLIN 0007AD - PDRR

SuR Launch and Recovery Fourth Quarter FY 05

CLIN 0011

Deliver Final Report Twenty-four Months after exercise of Option

CLIN 0013 - Spiral 1

System Requirements Review Second Quarter FY 03

System Functional Review Third Quarter FY 03

Spiral 1 Radar IPR Fourth Quarter FY 03

Platform IPR First Quarter FY 04

Communication Payload IPR Second Quarter FY 04

Processing Station IPR Third Quarter FY 04

SIL Demonstration Fourth Quarter FY 04

Spiral 1 Radar FVT Third Quarter FY 05

Spiral 1 Platform FVT First Quarter PY 05

Integration Testing Second Quarter FY 05

RS-05 Spiral 1 Capability Demonstration Third Quarter FY 05

RS-05 Test Report Fourth Quarter FY 05

CLIN 0017

SuR Delta SFR Second Quarter FY06

Processing Station/Comms Subsystem Delta SFR Third Quarter FY06

PTIR Delta CDR Third Quarter FY06

Platform PDR (Part 1 System PDR) Fourth Quarter FY 06

SuR PDR Fourth Quarter FY06

Platform CDR Third Quarter FY 07

System ICD Third Quarter FY 07

SuR CDR Third Quarter FY 07

Processing Station & CP PDR (Part 2 System PDR) Fourth Quarter FY07

System Integration Laboratory (SIL) Functional

Verification Test (FVT) Fourth Quarter FY 07

Processing Station & CP CDR Third Quarter FY08

O & S PDR Fourth Quarter FY08

SIL SIAP Demo (Link 16) Fourth Quarter FY 08

System CDR Fourth Quarter FY 08

PTIR #1 FVT Complete Second Quarter FY 09

SuR #1 FVT Complete Second Quarter FY09

Platform #1 FVT Second Quarter FY09

Processing Station #1 FVT Second Quarter FY09

Comms Subsystem #1 FVT Second Quarter FY09

SIL SIAP Demonstration (Link 16/CEC) Third Quarter FY 09

Orbit Test (SDD #1) Complete First Quarter FY 10

(b)(4)

Orbit Test (SDD #2) Complete Second Quarter FY10

Production Readiness Review Second Quarter FY10

Contractor Test Report (Elevated) Second Quarter FY10

Processing Station Software (TBM, SMTI, LCR) Build 4

Demonstration Second Quarter FY10

Log Demo First Quarter FY 11

DISR Certification Complete First Quarter FY11

Second Quarter FY11 FCA Complete

PQT Complete/DD250 Second Quarter FY11

c. Paragraph F-6, DD 250 (Applicable to CLIN 0005 only), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL B056 (notionally Second Quarter FY 11). This process will verify compliance to the system specification.

- 3. SECTION G CONTRACT ADMINISTRATION DATA.
 - a. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA is modified to add the following:

CLINS 0017:

ì

ACRN: BW

CUMULATIVE AMOUNT: \$22,500,000

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021

4M6J730000/64MJLE/4MJLEN

ORDER NO: FUNDED AMT \$22,500,000 (P00114) 4M6J730000-017

- b. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraphs c is changed to read as follows:
 - CLINs 0017 and 0018:

(1) Amount Required for Full Funding, Including Fee(s): \$ 1,346,249,000*

Amount Allotted Under the LOF Clause for Pmnt of Costs:

Amount Separately Obligated for Payment of Target Fee:

(4) Total Amount Allotted and Obligated: \$ 22,500,000*

(5) Net Amount Required for Full Funding: \$ 1,323,749,000*

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

*NOT-TO-EXCEED (NTE) in CLIN 0017

- 4. SECTION H SPECIAL CONTRACT REQUIREMENTS is changed as follows:
 - a. Paragraph H-3, OPTIONS, is changed to read as follows:

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

OPTION DATE

CLINs 0005/0006

0005AC(Option)IB NLT 31 Oct 2007

CLINs 0011 and 0012 (Option IV) NLT 30 Dec 2005

CLINs 0015 and 0016 (Option V) NLT 30 Sep 2005

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 (b)(4)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 05, up to the amount set forth in Section B of the contract. The CPFF unit price per (b)(4)**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 SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC 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.

- b. Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT:
 - (1) Paragraph c. is changed as follows:
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$22,500,000 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder until 30 Sep 11.
- 5. SECTION J LIST OF ATTACHMENTS is changed to add the following as shown below:

TITLE DATE **# OF PAGES**

CLIN 0017:

JLENS System Development and Demonstration

(SDD) Program Statement of Work

25 Oct 05

DASG60-98-C-0001 P00114 Page 13 of 13

Special Instructions for Preparation of the Proposal For CLIN 0017 Contract DASG60-98-C-0001	26 Oct 05	12
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B056	24 Oct 05	5 6
Status on Disposition of Raytheon Spiral 2 SDD NTE Assumptions	25 Oct 05	14
GFE/GFP/GFS	26 Oct 05	3
System Performance Specification for the JLENS And its Annex A	26 Oct 05	92

⁶. As a result of the above changes, the total contract value is hereby increased by \$1,346,249,000, from \$292,266,963 to \$1,638,515,963.

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P00115	18 Nov 2005						i
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P.O. BOX 1600 HUNTSVILLE AL 35807-3801							~ / /
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The above numbered solicitation is amended as set f		•	لِــا	is extended.	is not exten	uca	ſ
Offer must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning		ecuted in the solicitation or as amended by our; (b) By acknowledging receipt of this ame.				ed;	
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: MODIFICATION

- 1. Section B, Paragraph B-1, is modified as follows:
 - a. CLIN 0009AB Available Material Dollars are decreased by \$3,700,000, from \$4,239,034 to \$539,034.
- b. CLIN 0013 available dollars are decreased by \$1,146,000 from \$1,146,000 to \$-0-. CLIN 0013 is certified as being complete.
 - c. CLIN 0017AA available dollars are increased by \$4,846,000 from \$22,500,000 to \$27,346,000.
- 2. Section B, Paragraph B-1, LINE ITEM DESCRIPTION, is modified to show the final cost and fee for CLIN 0013 as shown:

0013** Spiral 1 - COTS - Based System

Statement of Work SW-JLENS-16-97, 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 QTY: 1 Task (Cost Plus Incentive Fee)

FINAL COST FINAL FEE + EARNED INCENTIVE FEE **TOTAL COST + FEE**



**This CLIN is now certified as being closed.

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

SubCLIN 0009AB:

ACRN:

ORDER NO: ER5D732300-03

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000

FUNDED AMOUNT: (\$3,700,000) (P00115)

SubCLIN 0013:

ACRN:

ACCT CLASS: 215 2040 5O 5O17 P172419E55 255Y ER5D730100 S01021 ER5D730100/54KJLE/4K0000

ORDER NO: ER5D730100-02 FUNDED AMOUNT: (\$1,000,000)

(P00115)

ER5D730100-03

FUNDED AMOUNT: (\$ 146,000) (P00115)

SubCLIN 0017AA:

ACRN:

BY ·

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021 ER5D732500/54KJLE/4K0000

ORDER NO:

ER5D732500-01

FUNDED AMOUNT: \$3,700,000 (P00115)

ACRN:

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021 ER5D732600/54KJLE/4K0000

ORDER NO:

ER5D732600-01 ER5D732600-02

FUNDED AMOUNT: \$1,000,000 FUNDED AMOUNT: \$ 146,000

(P00115) (P00115)

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 0009AB	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding,	\$5,528,296	-0-	\$5,528,296	
Including Fee(s): (2) Amount Allotted under the LOF Clause	\$ 4,239,034	(\$3,700,000)	\$ 539,034	
for Payment of Costs: (3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-	
(4) Total Amount Allotted and Obligated:	\$ 4,239,034	(\$3,700,000)	\$ 539,034	
(5) Net Amount Required for Full Funding:	\$1,289,262	\$3,700,000	\$4,989,262	
SUBCLIN 0013	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	(\$ 2,146,110)	\$ 38,901,000	- (1 V.)
Amount Allotted under the LOF Clause for Payment of Costs:			- company	(6)(4)
Amount Separately Obligated				(b)(4)
for Payment of Fee: Total Amount Allotted and Obligated;	\$ 40,047,110	(\$1,146,110)	\$ 38,901,000	() . ,
Net Amount Required for Full Funding:	\$ 1,000,000	(\$ 1,000,000)	\$ -0-	
SUBCLIN 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding,	\$1,346,249,000	-0-	\$1,346,249,000	
Including Fee(s): Amount Allotted under the LOF Clause				(b)(4)

for Payment of Costs: Amount Separately Obligated			B)(4)
for Payment of Fee:			
Total Amount Allotted	\$ 22,500,000	\$4,846,000	\$ 27,346,000
and Obligated:			
Net Amount Required for	\$1,323,749,000	(\$4,846,000)	\$1,318,903,000
Full Ennding:			

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

DELETE	ADD
Page 6, Modification NA	Page 6, Modification P00115
Page 8, Modification NA	Page 8, Modification P00115
Page 11, Modification NA	Page 11, Modification P00115
Page 28, Modification NA	Page 28, Modification P00115
Page 29, Modification NA	Page 29, Modification P00115
Page 29A, Modification NA	Page 29A, Modification P00115
Page 34, Modification NA	Page 34. Modification P00115

MODIFICATION P00115 TO CONTRACT DASG60-98-C-0001 PAGE 6 OF 70 PAGES PREVIOUS: N/A

BASIC

0013 Spiral 1 - COTS - Based System

Statement of Work SW-JLENS-16-97, 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

QTY: 1 Task (Cost Plus Incentive Fee)

TARGET COST TARGET FEE TOTAL TGT COST + FEE

MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET (b)(4) \$38,901,000 (b)(4) (b)(4)

0014 Contract Data Requirements List (CDRL)

DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.

OTY: 1 Lot

Not Separately Priced

OPTION V

0015 Operations & Sustainment (OPTION V)

Statement of Work SW-JLENS-16-97, 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 <u>Level-of-Effort</u> (Includes labor and travel) (Cost Plus Fixed Fee)

Available (OPTION)

Exercised Option

QTY: ESTIMATED COST FIXED FEE TOTAL EST COST + FEE



\$0 \$0 \$0 \$0

MODIFICATION P00115 TO CONTRACT DASG60-98-C-0001 PAGE 8 OF 70 PAGES PREVIOUS: N/A

- g. CLIN 0013 is certified to be complete.
- h. CLINs 0002, 0004, 0006, 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.
- B-3. LEVEL OF EFFORT (Applicable to CLINs 0009/0010 and 0015/0016):
 - a. SUBCLIN 0009AA and 015AA:
- (1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort as set forth in Paragraph B-1 above, within the time period as set forth in Section F hereof:
- (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 and 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 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 and 0015, as applicable.
- B-4 SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.
- B-5 COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis. In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth in Paragraph B-1 above.

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

MODIFICATION P00115 TO CONTRACT DASG60-98-C-0001 PAGE 11 OF 70 PAGES PREVIOUS: N/A

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 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 CLINs 0005 and 0006 as follows:
- 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
- 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
- 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
 - d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
- 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.
- 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, 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 31 Oct 2005.

MODIFICATION POOPS TO CONTRACT DASG60-98-C-0001 PAGE 28 OF 70 PAGES PREVIOUS: N/A

(b) SUBCLIN 0009AB:

ACRN:

AQ

CUMULATIVE AMOUNT:

\$59,894

ACCT CLASS:

2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON:

ER1D732000-01

\$24,894 **FUNDED AMT**

(P00057)

ER1D732000-02

FUNDED AMT \$35,000

(P00069)

ACRN:

AR

CUMULATIVE AMONT:

\$35,000

ACCT CLASS:

212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON:

ER2D731400-01

FUNDED AMT: \$35,000

(P00057)

ACRN:

BK

ACCT CLASS:

215 2040 5017 P172419E55 255Y ER5D731100 S01021

ER5D731100/54KJLE/4K0000

ORDER NO:

ER5D731100-01

FUNDED AMT: \$3,455

(P00099)

ARRN:

BN

ACCT CLASS:

AA 9750400 1202 185 JT01 606051 600007 59232 65126J

525700

F25700 FSR: 003624 PSR: 205062 DSR: 086263

ORDER NO.:

F1AF1W5088GV01

FUNDED AMT: \$ 81,685

(P00102)

ACRN:

BU

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021

ER5D732300/54KJLE/4K0000

ORDER NO: ER5D732300-03

FUNDED AMOUNT: (\$3,700,000) (P00115)

MODIFICATION P00105 TO CONTRACT DASG60-98-C-0001 PAGE 29 OF 70 PAGES PREVIOUS: N/A

CLIN 0013

ACRN:

AU

CUMULATIVE AMOUNT:

\$7,970,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO:

ER3D730000-01

FUNDED AMT:

775,000

(P00073)

ER3D730000-02

FUNDED

\$4,000,000

(P00073)

ER3D730000-03

FUNDED AMT:

AMT:

\$1,000,000

(P00077)

ER3D730000-04

FUNDED AMT:

\$2,195,000

(P00078)

ACRN:

AX

CUMULATIVE AMOUNT:

\$3,396,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLF/4K0000

ORDER NO:

ER3D740000-01

FUNDED AMT:

\$3,396,000

(P00080)

ACRN:

BJ

CUMULATIVE AMOUNT:

ACCT CLASS:

\$9,269,110

215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021

ER5D730100/54KJLE/4K0000

ORDER NO:

ER5D730100-01

FUNDED AMT: \$9,269,110

(P00098)

ACRN:

BJ

CUMULATIVE AMOUNT:

ACCT CLASS:

\$9,269,110 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021

ER5D730100/54KJLE/4K0000

ORDER NO:

ER5D730100-02 FUNDED AMT: \$ (1,000,000) (P00115)

ER5D730100-03 FUNDED AMT: \$ (146,000) (P00115)

MODIFICATION P00115 TO CONTRACT DASG60-98-C-0001 PAGE 29A OF 70 PAGES PREVIOUS: N/A

CLIN 0017

ACRN:

BW

CUMULATIVE AMOUNT: \$22,500,000

ACCT CLASS:

216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021

4M6J730000/64MJLE/4MJLEN

ORDER NO:

4M6J730000-017 FUNDED AMT: \$ 22,500,000 (P00114)

ACRN:

BX

CUMULATIVE AMOUNT: \$1,146,000

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021

ER5D732600/54KJLE/4K0000

ORDER NO:

ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)

ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN:

BY

CUMULATIVE AMOUNT: \$3,700,000

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021

ER5D732500/54KJLE/4K0000

ORDER NO:

ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

MODIFICATION P00115 TO CONTRACT DASG60-98-C-0001 PAGE 34 OF 70 PAGES PREVIOUS: N/A

f	CLINs 0	011 and 0012:			
	(1)	Amount Required for Full Funding, Including Fee(s):		\$ 41,558,0	00*
	(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-
41,558	(5) 5,000*	Net Amount Required for Full Funding:		\$	
	(6)	Estimated Period of Performance the Allotted Amount Will Cov	er:		
*NOT	-TO-EXC	EED (NTE)			
g.	CLINs (1013 and 0014:			
	(1) Am	ount Required for Full Funding, Including Fee(s):	\$ 38	901,000	
	(2) Am	ount Allotted Under the LOF Clause for Payment of Costs:			(b)(4)
	(3) Am	ount Separately Obligated for Payment of Target Fee:			<i>(b)(4)</i>
	(4) Tot	al Amount Allotted and Obligated:	\$ 38	901,000	
	(5) Net	Amount Required for Full Funding:	\$	-0-	
	(6) Est	imated Period of Performance the Allotted Amount Will Co	ver:	31 Oct 05	
h.	CLINs 0	015 and 0016:			
	SUBCLI	N 00015AA:			
8,323,3		ount Required for Full Funding, Including Fee(s):		\$.	
i.	CLIN _{\$}	0017 and 0018;			
	SUBCL	IN 0017AA:			

(1) Amount Required for Full Funding, Including Fee(s): \$1,346,249,000

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

: (*b)*(4)

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

\$ 27,346,000

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

\$1,318,903,000

(6) Estimated Period of Performance the Allotted Amount Will Cover: 17 Feb 06

AMENDMENT OF SOLICE	TATIONIA4ONII	TO ATTON OF CONTRACT	I CONT	RACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICE	TATIONMODII	FICATION OF CONTRACT		V	1 3
2 AMENDMENT/MODIFICATION NO.	3. REFECTIVE DATE	4. REQUISITION/FURCHASE REQ. NO.		5. PROJECT	NO.(If applicable)
P00116	05-Dec-2005			l	
G ISSUED BY CODE	W9113M	7 ADMINISTERED BY (If other than item 6)		CODE S220	KA .
ANY REACH A ARREST & DEFENSE COMMAND		DCMA RAYTHEON 50 APPLE HILL DRIVE			7.14
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		TEWKSBURY MA 01876			()(-
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B. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, St	ate and Zip Code)	9A. AMEN	DMENT OF SO	LICITATION NO.
RAYTHEON COMPANY 350 LOWELL STREET		}	OD DATE	D (SEE ITEM 11	· · · · · · · · · · · · · · · · · · ·
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			X IOA MOD	OF CONTRAC	T/ORDER NO.
			^ DASG60-	98-C-0001	
			1	ED (SEE ITEM I	13)
XODE 05716	FACILITY COI		X 20-Aug-19	396	
		APPLIES TO AMENDMENTS OF SOLIC			
The above numbered solicitation is amended as set for		· · · · · · · · · · · · · · · · · · ·	is extended,	arxa fon ui	ndød-
Offer must soknowledge receipt of this amendment po	•	•	•		
or (c) By completing Rems 8 and 15, and returning or (c) By separate letter or telegram which includes a		et; (b) By soknowledging receipt of this amendment of amendment numbers. FAILURE OF YOUR ACK	• -		
RECEIVED AT THE PLACE DESIGNATED FOR T					
REJECTION OF YOUR OFFER. If by virtue of this a				letter,	
provided each telegram or letter makes reference to the		self, and is received prior to the opening hour and de	nte specified.		
2. ACCOUNTING AND APPROPRIATION D.	ATA (If required)				
See Schedule					
- · · · - · ·		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PUR				MATER TALTETTE	
CONTRACT ORDER NO. IN ITEM 10A.	SUANT TO: (Specify at	surving) The Changes set for in in	ILEM 14 ARE	MADE IN THE	
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation data, etc.) SET FORTI				sh as changes in p	aying
THIS SUPPLEMENTAL AGREEMENT IS			13(D).		
	,				
JTHER (Specify type of modification and a	uthority)				
H-6, Options. IMPORTANT: Contractor X is not,	is complete sign	Ω this document and return	copies to the iss	uina affian	
	<u> </u>			-	
 DESCRIPTION OF AMENDMENT/MODIFIED Where feasible.) 	ICATION (Organized by	y UCF section headings, including solicitation	m/comment subje	ot matter	
Due to a Standard Procurement System defa	ct, the date shown in B	lock 10B of the SF30 may be inaccurate	. That date sh	ould be 30	
January 1996.				**	
The numero of this andiffertion is to execute	a a northern of CLIN AAA	74.4 in the amount of \$7.500,000,00			
The purpose of this modification is to exercise	e a portion of Crist on	7AA in the amount of \$7,500,000.00.			
This modification also serves to incorporate D	DFARS 252.204-7005,	Oral Attestation of Security Responsibility	lies, to the con	tract.	
Except as referenced above, all other terms a	ing conditions of the ba	sic contract remain unchanged.			
reept as provided herein, all terms and conditions of the do	osment referenced in Item 9A	or 10A, as heretofore changed, remains unchanged	and in full force an	ıd əffəct	
SA. NAME AND TITLE OF SIGNER (Type or				FICER (Type or	oriat)
			Ansa : NAO OI		- / L)
					(1)/(
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	16B. UNITED STATES OF AMERIC	CA	160	C. DATE SIGNED
		B			- m
(Signature of person authorized to sign)	-1	(Signature of Contracting Office	(r)	0	5-Dec-2005
EXCEPTION TO SF 30		20.105.04		STANDADD BY	1D34 30 /Day 10 92\

APPROVED BY OIRM II-84

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: MODIFICATION

- 1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$7,500,000 from \$27,346,000 to \$34,846,000.
- 2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN:

BV

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ORDER NO: 4M6J730000-02

FUNDED AMOUNT: \$7,500,000 (P00116)

3. 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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$1,318,903,000	(\$7,500,000)	\$1,311,403,000	(1) (1)
Amount Allotted under the LOF Clause				(b)(4)
for Payment of Costs:				(6)(4)
Amount Separately Obligated				(6)(4)
for Payment of Fee:				
Total Amount Allotted	\$ 27,346,000	\$7,500,000	\$ 34,846,000	
and Obligated;				
Net Amount Required for	\$1,318,903,000	(\$7,500,000)	\$1,311,403,000	
Full Funding:				

4. Section I, Sub-Section II, DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES, is modified to include the following:

Clause number 4A, 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)



(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

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

DELETE	<u>ADD</u>
Page 29, Modification P00115	Page 29, Modification P00116
Page 34, Modification P00115	Page 34, Modification P00116
Page 51, Modification P00105	Page 51, Modification P00116

MODIFICATION P00116 TO CONTRACT DASG60-98-C-0001 PAGE 29A OF 70 PAGES PREVIOUS: P00115

CLIN 0017

ACRN:

BW

CUMULATIVE AMOUNT: \$30,000,000

ACCT CLASS:

216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021

4M6J730000/64MJLE/4MJLEN

ORDER NO:

4M6J730000-02 FUNDED AMT: \$ 7,500,000 (P00116)

ACRN:

BX

CUMULATIVE AMOUNT:

\$1,146,000

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021

ER5D732600/54KJLE/4K0000

ORDER NO:

ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)

ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN:

BY

CUMULATIVE AMOUNT:

\$3,700,000

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021

ER5D732500/54KJLE/4K0000

ORDER NO:

ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

MODIFICATION P00116 TO CONTRACT DASG60-98-C-0001 PAGE 34 OF 70 PAGES PREVIOUS: P00115

f.	CLINs 0011 and 0012:	* - ₃ - 4		
	(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): \$38,	901,000		
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(H)	
	(3) Amount Separately Obligated for Payment of Target Fee:	(b)	(H)	
	(4) Total Amount Allotted and Obligated: \$ 38	3, 9 01 ,00 0		
	(5) Net Amount Required for Full Funding: \$	-0-		
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Oct 05		
b.	CLINs 0015 and 0016:			
	SUBCLIN 00015AA:			
8,3 23, 3	(1) Amount Required for Full Funding, Including Fee(s):	\$		
	·			

i. CLINs 0017 and 0018;

SUBCLIN 0017AA:

(1) Amount Required for Full Funding, Including Fee(s): \$1,318,903,000

(2) Amount Allotted Under the LOF Clause for Payment of Costs: $(b)^{(\mu)}$

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

(b)(4)

(4) Total Amount Allotted and Obligated:

\$ 34,846,000

(5) Net Amount Required for Full Funding:

\$1,311,403,000

(6) Estimated Period of Performance the Allotted Amount Will Cover: 17 Feb 06

MODIFICATION P00116TO CONTRACT DASG60-98-C-0001 PAGE 51 OF 70 PAGES PREVIOUS: MODIFICATION P00105

II. DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

CLAUSE NUMBER DATE	DFARS CITATION	CLAUSE TITLE	
1	252.203-7001 NOV 1995	SPECIAL PROHIBITION ON EMPLOYMENT	
2	252,203-7002 DEC 1991	DISPLAY OF DOD HOTLINE POSTER	
3	252.204-7000 DEC 1991	DISCLOSURE OF INFORMATION	
4	252,204-7003 APR 1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	
			(b)(4)
5	252.205-7000 DEC 1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	Е
6	252.208-7000 DEC 1991	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL	
7	252.209-7000 NOV 1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTER-MEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
8	252.209-7004 SEP 1994	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY	
9	252.211-7000 NOV 1995	ACQUISITION STREAMLINING	

Insert CLIN 0005 (all hardware and software) in the blank at paragraph (c)(1)(ii).

AMENDMENT OF SOLICI	TATIONIGIONI	TCATION OF CONTRACT	I. CONTRAC	TID CODE	PAGE OF PAGES
AMENDMENT OF SOLICI	ICATION OF CONTRACT	\ \	1	1 3	
AMENDMENT/MODIFICATION NO	3. HPFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5, PROIBCT	NO (If applicable)
900117	12-Dec-2005				
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (If other than item 6)	C	ODE \$220	5A
MY SPACE & MISSILE OSPENSE COMMAND		DCMA RAYTHEON 60 APPLE HILL DRIVE			
		M/8 T2FR2 TEVKSBURY MA 01576			
O. BOX 1500 NUNTSVILLE AL 35607-3801		I MARINGO DICT MAI O 1010			
CHI STILLE AL SOBUI-SOUT					
NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY	(No., Street, County, Sta	ste and Zip Code)	9A. AMEND	MENT OF SOL	JCITATION NO.
360 LOWELL STREET			9B. DATED	BEE ITEM 11)	<u> </u>
ANDOVER MA D1810				•	
			X DASG80-98		MORDER NO.
				(BEE FIEM 1	3)
DE 05716	FACILITY COD	YE .	X 20-Aug-1996	•	-,
		APPLIES TO AMENDMENTS OF SOLIC			
The above numbered solicitation is amended as set for			in outsuded.	is not exten	ded
Offer must acknowledge receipt of this amendment pri		•		U	
(a) By completing Items 8 and 15, and returning		et; (b) By anknowledging receipt of this grandment	•	for submitted;	
or (o) By separate letter or telegram which includes a r				BE	
RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by vistue of this at				-	
provided seek telegram or letter makes reference to the				-,	
ACCOUNTING AND APPROPRIATION D	ATA (If required)				
See Schedule					
13. THIS I	TEM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS/	ORDERS.		
IT MO	DIFTES THE CONTRAC	CT/ORDER NO. AS DESCRIBED IN ITE	M 14.		
A. THIS CHANGE ORDER IS ISSUED PURI CONTRACT ORDER NO. IN ITEM 10A.	SUANT TO: (Specify au	thority) THE CHANGES SET FORTH IN	ITEM 14 ARE MA	DE IN THE	
THE ABOVE NUMBERED CONTRACTA	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE	CHANGES (mich a	a changes in na	vino
tice, appropriation date, etc.) SET PORTI	in Item 14, pursua	NT TO THE AUTHORITY OF FAR 43.1	03(B).		, -
AIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PUR	SUANT TO AUTHORITY OF:			· · · · · · · · · · · · · · · · · · ·
). OTHER (Specify type of modification and a	uthority)				
I-5, Options				¥ +	
APORTANT: Contractor X is not,	ia required to sign	this document and return	copies to the issuin	g office.	
DESCRIPTION OF AMENDMENT/MODIFI	ICATION (Organized by	UCF section headings, including solicitation	n/contract subject	metter	
where fessible.)			•		
ue to a Standard Procurement System defe	ct, the date shown in Bi	ock 10B of the SF30 may be inaccurate	. That date shoul	d be 30	
inuary 1996,					
a result of this modification, CLIN 0017AA	estimated cost is incre	esed by \$5,000,000, and funds in that	rmount are obligat	ted.	
			_		
cept as referenced above, all other terms a	nd conditions of the bac	sic contract remain unchanged.			
x as provided herein, all terms and conditions of the do	oument referenced in Rem 9A	or 10A, as herstoffice changed, remains unchanged	and in full force and el	Sport.	
NAME AND TITLE OF SIGNER (Type or p	print)	IKA MANER AND TITLE OF CON	TRACTING OFFIC	CER (Type or p	rint)
CONTRACTOR/OFFERDOR	ISC. DATE SIGNED	168 LINITED STATES OF AMERI	EMA	11.00	DATE SIGNED
CONTRACTOR/OFFEROR	(A DVIC SIGNED	TOTAL TRACE AND A STATE OF THE		160	, DAIL BRONED
	-1	81			
(Signature of person authorized to sign)		(Signature of Contracting Office			
TION TO SF 30 ED BY OIRM 11-84	3	0-105-04			RM 30 (Rev. 10-83)
10 DI VIII III 11-04			Pn	sscribed by GS.	A

FAR (48 CFR) 53.243

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

- 1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$5,000,000.00 from \$34,846,000 to \$39,846,000.
- 2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN:

BW

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 \$01021 4M6J730000/64MJLE/4MJLEN

ORDER NO:

4M6J730000-03 FUNDED AMOUNT: \$5,000,000 (P00117)

3. 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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$1,311,403,000	(\$5,000,000)	\$1,306,403,000	(4)(1)
Amount Allotted under the LOF Clause				(6)(4)
for Payment of Costs: Amount Separately Obligated		_		(6)(4)
for Payment of Fee:				. (-> . /
Total Amount Allotted and Obligated:	\$ 34,846,000	\$5,000,000	\$ 39,846,000	
Net Amount Required for Full Funding:	\$1,311,403,000	(\$5,000,000)	\$1,306,403,000	

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

DELETE Page 29, Modification P00116 Page 34, Modification P00116

Page 29, Modification P00117

Page 34, Modification P00117

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT AMENDMENT/MCDIFICATION NO 1 PROJECT NO (If applicable)
15-Dec-2005 15-Dec-2005 15-Dec-2005 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE S2205A 17-ADMINISTERED BY (if other than item 6) CCDE
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O APPLE HILL DRIVE MRS 1777E TEMMOSURY MA 01876 AME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ATHEORY INTERPRET ON LOWEL GREET TEM 11) X 10A, MOD. OF CONTRACT/ORDER NO. DASGGG-84-C-0001 10B. DATED (SEE ITEM 11) X 10A, MOD. OF CONTRACT/ORDER NO. DASGGG-84-C-0001 10B. DATED (SEE ITEM 13) DE 05716 FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set furth in lim 14. The hour and date specified for receipt of Offer is extended. Offer must soknowledge receipt of this amendment prior to the hour and date specified for receipt of Offer of (a) By competing lines 8 and 15, and seturating opies of the appendment; (b) By soknowledging receipt of this amendment are submitted; of (a) By separatic letter or belgerare which includes a reference to the solicitation and amendment amender. FAILURE OF YOUR ACKNOWLEDGREET TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIPED MAY RESULT IN REBISCITION OF YOUR OFFER. If by virtue of this semendment you derive to desire to desire of submitted, such change may be made by telegreen or latter, provided each telegreen to letter makes reference to the obtaination, and its amendment, and is received prior to the opening hour and date specified. ACCOUNTING AND APPROPRIATION DATA (If required) Bee Schedules 13. THIS TITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. THIS CHANGE ORDER IS ISSUED FURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
THEM SECRITION OF YOUR OFFICE He year submarred from the societation and assendment analyses of the specified such talegreens to the societation and this smeadment, and is received prior to the opening hour and date specified. THIS CHANGE ORDER IS ISSUED FURBULANT TO: (Specify suttherity) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE IAM AMD APPLIES TO AMENDMENTS OF SOLICITATIONS 10B. DATED (SEE ITEM 13) 20-Aug-1998 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is smeanded as set furth in lines 14. The hour and date specified for receipt of Other in a second of the following methods: (a) By completing Bens 8 and 15, and returning copies of the smeandment prior to the hour and date specified in the solicitation or as assended by one of the following methods: (b) By separate letter or telegram which includes a reference to the solicitation and assendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE REIGHTURD AT THE FLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY REBULT IN REIGHTURD OF YOUR OFFER. If by writte of this assendment you desire to sheaps an offer already submitted, such change may be made by telegram or letter; provided such talegram or letter radios reference to the solicitation and its smeathment, and is received prior to the opening hour and date specified. ACCOUNTING AND APPROPRIATION DATA (If required) 8ee Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. THIS CHANGE ORDER IS ISSUED FURSUANT TO: (Specify sutherity) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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REJECTION OF YOUR OFFIRE. If by virtue of this amendment you desire to obseque an offer already submitted, such change may be made by telegreen or letter; provided each telegreen or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour end 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. THIS CHANGE ORDER IS ISSUED FURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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CONTRACT ORDER NO. IN ITEM 10A.
THE ADMIT AT REPORT COATS ACTIONED IN MOSTING TO DOD FOR THE ANAMASS ASSESSMENT ASSESSME
Tos, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103(B).
as supplemental agreement is entered into pursuant to authority of:
. OTHER (Specify type of modification and authority)
-6, Options
APORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter
where feasible.)
e to a Standard Procurement System defect, the date shown in Block 108 of the SF30 may be inaccurate. That date should be 30 15 11/15 may be inaccurate. That date should be 30 15 11/15 may be inaccurate.
Man & I sand
purpose of this modification is to searcise a portion of CLIN 0017AA for Tests/Exercises for the JDEP 06 effort in the amount of \$190,000.
cept as referenced above, all other terms and conditions of the basic contract remain unchanged.
SPL SO (CICHO MOL SECURE), SELOURE SELECTION DE LE LIBERT CONTINUE L'ANNEL BELL.
t as provided herein, all terms and conditions of the document referenced in Bern 9A or 10A, as heretofice changed, remains unchanged and in full force and effect.
NAME AND TITLE OF SIGNER (Type or print) LIGA NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
A to the transfer of the second secon
CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNES
B. B. C.
(Signature of Contracting Officer) TION TO 8F 30 30-105-04 STANDARD FORM 30 (Rev. 10-

Prescribed by GSA FAR (48 CFR) 53.243

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$190,000.00 from \$1,588,760,813.00 to \$1,588,950,813.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by

(b)(4) lo

The target profit/fee has increased by

from The total cost of this line item has increased by \$190,000.00 from \$1,346,249,000.00 to \$1,346,439,000.00.

rom

- 1. 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:

ACCT CLASS:

AA 9760400 1202 186 JT01 606051 600008 59233 65126J 503000

F03000 FSR: 049826 PSR: J53569 DSR: 228434

ORDER NO:

F1AF1W5313GV09-01 FUNDED AMT: \$190,000 (P00118)

CLINs 0017AA:

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$1,311,403,000	0	\$1,306,403,000	(()(,)
(2)	Amount Allotted under the LOF				(b)(4)
	Clause for Payment of Target Costs:				11161
(3)	Amount Separately Obligated				(6)(4)
	for Payment for Target Fee:				•
(4)	Total Amount Allotted and Obligated:	\$ 39,846,000	\$190,000	\$ 40,036,000	
(5)	Net Amount Required for Full Funding:	\$1,311,403,000	0	\$1,306,403,000	

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

DELETE

Page 29, Modification P00117 Page 34, Modification P00117

ADD Page 29, Modification P00118 Page 34, Modification P00118

AMENDMENT OF S	OI ICIT	'A TION/MODIE	TCATION OF CONTRACT	r	1. CONTRACT	D CODE	PAGE OF PAGES
amendment of 3	OLICII	WITOMMONI.	ICATION OF CONTRACT		V		1 2
2, AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5, PROJECT	NO.(Ifapplicable)
700119		27-Jun-2006					
SSUED BY	CODE	W9113M	7. ADMINISTERED BY (Hother than item 6		COI	DB \$220	5A
P.O. BOX 1800 HUNTSVILLE AL 35807-3801	HAND		DOMA RAYTHEON 50 APPLE HILL DRIVE. M/S T2FR2 TEMKSBURY MA 01678			•	
B. NAME AND ADDRESS OF CONT	TPACTOR	Ala Seest County	Pate and 7in Code	Т	OA AMENDAD	ONT OF SO	LICITATION NO
RAYTHEON COMPANY 360 LOWELL STREET ANDOVER MA 01810	i kaci ok	(No., cateur, County, a	sate and Zip Code)	\vdash	9B. DATED (S		
				x	10A. MOD. OF DASGE0-98-C	CONTRAC 0001	T/ORDER NO.
					10B. DATED (SEE ITEM	13)
ODE 05716		FACILITY COD		<u>1×</u>	30-Jan-1998		AL THOUSAND
	11.	. THISITEM ONLY A	PPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS		
The above numbered solicitation is summ	rded as set for	th in Item 14. The hour end	date specified for receipt of Offer		is extended,	is not added	ided.
REIECTION OF YOUR OPFER. If by a provided each telegram or letter makes no ACCOUNTING AND APPROPR	rirtue of this a obvence to the	mandment you desire to also eachieitation and this amend	PRIOR TO THE HOUR AND DATE SPECIFIE ngs en offer already aubuitted, such changes susy ment, and is received prior to the opening hour	be zm	ide by telegram or let	ter,	
See Schedule	3. THIS IT	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S/OI	RDERS.		
CONTRACT ORDER NO. IN I B. THE ABOVE NUMBERED CO	UED PURS TEM 10A. NTRACT/	UANT TO: (Specify and other properties)	T/ORDER NO. AS DESCRIBED IN IT inhority) THE CHANGES SET FORTH TO REFLECT THE ADMINISTRATION OF FACILITY OF FACILI	I IN	ITEM 14 ARE M		
C. THIS SUPPLEMENTAL AGRE			15/	LR. 4.	5.1U3(B).		
						5 g /	· .
D. OTHER (Specify type of modifines).	ication and	authority)					
IMPORTANT: Contractor X	is not,	is required to sign	this document and return	001	pies to the issuing	office.	
where feasible.) Modification Centrel Number:	-		by UCF section headings, including soli Block 10B of the SF30 may be insecur		•		
•	N 0017AA	estimated costs are in	creased by \$5,000,000, and funds in	thet	amount are obli	pated.	
kcept as referenced above, all ot	her terms s	and conditions of the b	asic contract remain unchanged.				
ept as provided herein, all terms and condi	itions of the d	ocument referenced in Itzan 9	A or 10A, as havetofive chanced, remains unch	mgad	and in full throo and	albot.	(b)
			A or 10A, as harstofow changed, remains unch				(b)
A. NAME AND TITLE OF SIGNE		print)	IKA MANGAMBURITER OF CO	NIT!	PACTINGORIO	EP/Tyme	
popt as provided herein, all terms and condicts. A. NAME AND TITLE OF SIGNE CONTRACTOR/OFFEROR (Signature of person authorized t	R (Type or		IKA MANGAMBURITER OF CO	RIC.	PACEDIA OTTO	EP CTyme of	DATE SIGNED

The following items are applicable to this modification: MODIFICATION

- 1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$5,000,000.00 from \$39,846,000 to \$44,846,000.
- 2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN:

RW

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$5,000,000, (P00J19)

3. 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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,306,403,000	(\$5,000,000)	\$1,301,403,000
Amount Allotted under the LOF Clause			(b)(4)
for Payment of Costs:			
Amount Separately Obligated			(6)(4)
for Payment of Fee:			
Total Amount Allotted	\$ 40,036,000	\$5,000,000	\$ 45,036,000
and Obligated:			
Net Amount Required for	\$1,306,403,000	(\$5,000,000)	\$1,301,403,000
Full Funding		•	

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

DELETEADDPage 29, Modification P00118Page 29, Modification P00119Page 34, Modification P00118Page 34, Modification P00119

RAYTHEON COMPANY

MODIFICATION P00119 TO CONTRACT DASG60-98-C-0001 PAGE 29A OF 70 PAGES PREVIOUS: P00118

CLIN 0017

ACRN:

BW

CUMULATIVE AMOUNT: \$40,000,000

ACCT CLASS:

216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021

4M6J730000/64MJLE/4MJLEN

ORDER NO:

4M6J730000-04 FUNDED AMT: \$ 5,000,000 (P00119)

ACRN:

BX

CUMULATIVE AMOUNT:

\$1,146,000

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021

ER5D732600/54KJLE/4K0000

ORDER NO:

ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)

ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN:

BY

CUMULATIVE AMOUNT:

\$3,700,000

ACCT CLASS:

215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021

ER5D732500/54KJLE/4K0000

ORDER NO:

ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

ACRN:

BZ

CUMULATIVE AMOUNT:

\$190,000

ACCT CLASS:

AA 9760400 1202 186 JT01 606051 600008 59233 65126J

F03000 FSR: 049826 PSR: J53569 DSR: 228434

ORDER NO:

F1AF1W5313GV09-01 FUNDED AMT: \$190,000 (P00118)

RAYTHEON COMPANY

MODIFICATION P00119 TO CONTRACT DASG60-98-C-0001 PAGE 34 OF 70 PAGES PREVIOUS: P00118

f.	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): \$38,5	901,000
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4) (b)(4)
	(3) Amount Separately Obligated for Payment of Target Fee:	(b)(H)
	(4) Total Amount Allotted and Obligated: \$38	,901,000
	(5) Net Amount Required for Full Funding:	-0-
	(6) Estimated Period of Performance the Allotted Amount Will Cover: 3	31 Oct 05
h.	CLINs 0015 and 0016:	
	SUBCLIN 00015AA:	
8,323,3	(1) Amount Required for Full Funding, Including Fee(s):	\$

i. CLINs 0017 and 0018:

SUBCLIN 0017AA:

(1) Amount Required for Full Funding, Including Fee(s): \$1,301,403,000

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

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

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

\$ 45,036,000

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

\$1,301,403,000

(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 06

2 AMENISMENTANCION PICATION NO. 2 7 - 2 order 0 100 7.0 2 7 - 2 order 1 7 2 order 2 7 - 2 order 2 7 - 3 order 3 7 7 2 order 2 7 7 2 order 3 7 7 2 order 3 7 7 2 order 4 7 7 2 order 4 7 7 2 order 5 7 7	AMENDMENT OF SOLICI	TATION/MODIFIC	CATION OF CONTRACT	I CONTRAC	TID CODE	PAGE OF	111222
ADMINISTRATE BY (If shee than issue 1) ADMINISTRATE BY (If sheet tha			4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	<u> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</u>	
RAYTHERS CORPORATION Section Part Par	ISSUED BY COD LE ARMY REACE AMERICA DEFENSE COMMANS P.D. BOX 1500	E W9113M	DCMA RAYTHEON 50 APPLE HILL DRIVE MIS 12PR2	6) 00	DE \$2205	5A	(b)(
DDE 05716	Raytheon Company 360 Lowell Street	OR (No., Street, County, Str	nte and Zip Code)				N NO.
The shows numbered selficitation is arranded as as that is time. It. The low and date specified in the control of the selficitation is arranded as as that is time. It. It how and date specified in the celebration or a seamed by one of the foliation; another. It is not controlled.				× baseses	CONTRACT	ORDER N	iO.
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Other mount antiborovinding receipt of this amendational prior to the hour and date specified in the solicitation or as assembled by one of the following methods: (s) By completing listons 8 and 13, and revening output of the secretarious (c) By addressing the secretary of the assemblent on each copy of the cell control of the prior of the				TIONS			
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 authorize) THE CHANGES SET FORTH IN ITEM 14. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (ruch as changes in paying office, appropriation after, etc.) SET PORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.10(8). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) IMPORTANT: Contractor is not. is required to sign this document and return in copies to the issuing office. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, lackeding solicitation/contract subject matter where finalish. In this supplement Procurement dystein defect, the date shown in Block 108 of the SF30 may be inaccurate. That date should read 30 analysy 1998. In modification is administrative in nature. It serves to incorporate Proposal Instructions and DFARS 252.211-7003, Item Identification and related above, all other terms and conditions of the culeting contract shell remain unchanged. (b) (6) (c) THE ADDITION OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIGNER (Type or print) In A. NAME AND TITLE OF SIG	(a) By completing Items 8 and 15, and returning or (c) By separate letter or relegation which inche RECEIVED AT THE PLACE DESIGNATED I REJECTION OF YOUR OFFER. If by virtue o	oppies of the unreadmones a reference to the adjectation OR THE RECEIPT OF OFFER, fthis amendment you desire to co	nt; (b) By acknowledging receipt of this amend and amendment mumbers FAILURE OF YOU S PRIOR TO THE HOUR AND DATE SPECI hange on offer already submitted, such change	ment on each copy of th JR ACKNOWLEDGMI FIED MAY RESULT II may be made by telegra	e offer submitte ENT TO BE N	d;	
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 104. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (ruch as change in paying office, apprepriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) IMPORTANT: Contractor is not, is required to sign fibs document and return 1 copies to the Issuing office. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mentor where facilities.) MPORTANT: Contractor is not, is required to sign fibs document and return 1 copies to the Issuing office. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mentor where facilities in administrative in nature. If serves to incorporate Proposal Instructions and DFARS 252.211-7003, Item Identification and related to the existing contract. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herefore changed, respirate unchanged and in full fibro and diffice. L NAME AND TITLE OF SIGNER (Type or print) 16A, NAME AND TITLE OF SIGNER (Type or print) 16A, NAME AND TITLE OF SIGNER (Type or print) 16C, DATE SIGNED SIGNATURE PROPERTY OF THE OFFICE OFFIC			ditioni, and is received prior to the opening has	or and date specified.			
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(b) (c) Signature of person authorized to sign) STANDARD FORM 30 (Rev. 10-8) PROVED BY ORM 11-84		e. It serves to incorporate	Proposal Instructions and DFARS 2	52.211-7003, Item (id entificatio n	and	
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CEPTION TO SF 30 STANDARD FORM 30 (Rev. 10-8) PROVED BY OIRM 11-84			100 Timilatin survinos on VMED		(6) 16C.	_	
(1) 155 FAR (48 CFR) 53.243	CEPTION TO SF 30	30-	_	Pros	cribed by GSA	١ .	. 10-83)

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

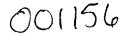
DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier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

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

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

Government's unit acquisition cost means--

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



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

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

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

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

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

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid--types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent. for--

- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No. Item description:

CLIN 0017, UID will be applied to all hardware and software items with a unit acquisition cost equal to or greater than \$5,000, and all hardware and software items with a unit acquisition cost less than \$5,000 when they are serially managed, mission critical, or controlled inventory items. The only exemptions will be: (1) parts within an assembly, or a subassembly, that are not subject to removal, replacement, or repair, or (2) parts deemed too small for the application of complete marking in accordance with MIL-STD-130L, paragraph 5.2.1, a logo or other abbreviated marking shall be substituted for the design activity identification.

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--
- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology "EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at http://www.acq.osd.mil/dpap/UID/guides.htm; and
- (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
- (i) The Contractor shall--
- (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code--

- (a) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Government's unit acquisition cost.
- (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number. **
- (7) Lot or batch number. **
- (8) Current part number (if not the same as the original part number.**
- (9) Current part number effective date.**

- (10) Serial number. **
- (11) Unit of measure.
- (12) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/UID/DataSubmission.htm.
- (g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

PROPOSAL INSTRUCTIONS

SPECIAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL FOR CLIN 0017 CONTRACT DASG60-98-C-0001

A. INTRODUCTION:

- J. The Program Executive Office, Missile and Space (PEO MS), Cruise Missile Defense Systems (CMDS) Project Office, Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office plans to restructure the current JLENS contract DASG60-98-C-0001, Contract Line Item Numbers (CLINs) 0005AB and 0007AB into CLIN 0017 to procure two complete JLENS System Development and Demonstration (SDD) systems pursuant to Statement of Work, dated 25 Oct 05, and MIS-PRF-55628, dated 26 Oct 05.
- 2. The JLENS program is utilizing a system of systems approach whereas each JLENS SDD orbit consists of one elevated fire control system and one wide-area surveillance system capable of providing an

The fire control system and wide-area surveillance system shall have the capability of operating independently and autonomously

B. OVERVIEW:

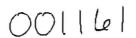
and/or together as a JLENS orbit.

1. The contractor shall propose the costs for 16 prime items. The prime items are as follows:

001160

(b)(3)(A)

- a. Two fire control radars
- b. Two Surveillance radars
- b. Four processing stations of identical design.
- 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. 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.
- b. Trained personnel, equipment, supplies, tools, materials, helium, payload, onsite 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 during the tests/demonstrations/normal flight operations.
- c. 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 0017 is provided with the change order.
- d. 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.
 - f. 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.

g. 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.

h. The contractor shall develop a CWBS in accordance with the WBS depicted in Figure 2.2.7-1.



i. 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.

j. The revised contract milestones are listed below with a performance end date of 30 Sep 2011.

SuR Delta SFR	Second Quarter FY06
Processing Station/Comms Subsystem Delta SFR	Third Quarter FY06
PTIR Delta CDR	Third Quarter FY06
Platform PDR (Part 1 System PDR)	Fourth Quarter FY 06
SuR PDR	Fourth Quarter FY06
Platform CDR	Third Quarter FY 07
System ICD	Third Quarter FY 07
SuR CDR	Third Quarter FY 07
Processing Station & CP PDR (Part 2 System PDR)	Fourth Quarter FY07
System Integration Laboratory (SIL) Functional Verification	n Test (FVT)
	Fourth Quarter FY 07
Processing Station & CP CDR	Third Quarter FY08
O & S PDR	Fourth Quarter FY08
SIL SIAP Demo (Link 16)	Fourth Quarter FY 08
System CDR	Fourth Quarter FY 08
PTIR #1 FVT Complete	Second Quarter FY 09
SuR #1 FVT Complete	Second Quarter FY09
Platform #1 FVT	Second Quarter FY09
Processing Station #1 FVT	Second Quarter FY09
Comms Subsystem #1 FVT	Second Quarter FY09
SIL SIAP Demonstration (Link 16/CEC)	Third Quarter FY 09
Orbit Test (SDD #1) Complete	First Quarter FY 10
Orbit Test (SDD #2) Complete	Second Quarter FY10
Production Readiness Review	Second Quarter FY10
Contractor Test Report (Elevated)	Second Quarter FY10
Processing Station Software (TBM, SMTI, LCR) Build 4	
Demonstration	Second Quarter FY10
Log Demo	First Quarter FY 11
DISR Certification Complete	First Quarter FY11
FCA Complete	Second Quarter FY11
PQT Complete/DD250	Second Quarter FY11

SUBMISSION OF PROPOSALS: In addition to the copies required in paragraph C below, entitled "General", your response (proposal) to this change order shall be submitted to both your cognizant DCAA Auditor and the DCMA Administrative Contracting Officer. Submit one (1) copy of the cost and technical proposals to each office.

C. GENERAL:

1. The address for proposal submission is a follows:

U.S. Army Space and Missile Defens JLENS Product Office	se Command
ATTN:	
	(b)(6)
Huntsville, Alahama 35805-1990	

- 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 or in 3-ring binders, 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. Offerors shall propose the entire SOW. Appendices, title pages, table of
contents, list of figures, list of tables, and acronyms, are not included in the stated page
limitations for the proposal volumes. There are no page limitations for the appendices. Copies
of the proposal volumes shall be numbered in sequence; i.e., copy 1 of 10 copies, etc. Proposals
shall be UNCLASSIFIED with the exception of the technical volume and supporting
documentation.

4.	All	electronic	data	must	be	for	
				D.Overbrook			_

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

If files contain links, the links must be intact and maintained through all revisions. One of your disk copies for your Cost Volume may be write-protected. The remaining copies shall not be read/write/password protected. The diskettes containing cost data shall contain all formulas used in building up your proposal. CLASSIFIED DATA SHALL BE SUBMITTED IAW DD254

PATE OF THE		5.相区区积1000年上的区域区	Number of:		
Volume	Title	Page Limitation	Hard Copies	Compact Disks	
Volume I	General	None	3	2	
Volume II	Technical	None	5	3	
Volume III	Cost	None	5	3	

Volume IV	CDRL Plans and IPT Charters	None	5	2

D. 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 the evaluation of the proposal.

2. **VOLUME II - TECHNICAL PROPOSAL:**

The Technical Proposal shall address all the requirements of the government performance specification and the applicable paragraphs 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).

- a. The technical proposal shall contain a description of the contractor's approach to complete all the requirements of the government performance specification using the government approved technical outline. For each section of the Technical Proposal, reference the pertinent SOW paragraph(s).
- b. 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. 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.
- d. 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, ten C-130's to move just the mooring station). If the proposed system is non-compliant with any portion of MIS-PRF-55628, the contractor shall so state, and provide the predicted performance of the system.
 - e. 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.

- f. The contractor shall provide, with the proposal, a plan and timeline for expediting data reduction during system level testing (PTIR system, SuR system, and Orbit).
- g. The contractor shall provide a plan / approach to expeditiously verify the operational integrity of components, sub-systems, and orbit during E³, environmental, and HEMP tests. Identify any unique resources or special test equipment necessary to fulfill this plan.
- h. The contractor shall describe models and simulations, how they will be used to mitigate program risks and the verification and validation process for each model and simulation proposed on this program that will be used for requirement verification. The contractor shall describe the process by which models and simulations will be used during flight tests (PTIR system,

 SuR systems, or Orbit).

3. **VOLUME III - COST:**

- a. 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(1) 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:
- b. 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 System Development and Demonstration (SDD) Program. Provide any other General Information that may be beneficial in evaluation of your proposal.

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 SDD Program, CLIN 0017, 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.
- (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 contractor rate year. A table will be provided by government fiscal year for Contract Facilities Capital Cost of Money.
- (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 with the following information:

	Vendor Invoice N Or Other Referen		Quantity	Unit Price	Extended Price	Basis of Estimate
,	Of Other Referen	<i>y</i> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			FIICE	Estimate

- (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 and contractor rate year shall be provided with the following information:

No. of	No. of	No. of	Per Diem	Airfare Per	Car Rental	Total
Trips	Persons	Days	Per Day	Trip	per Day	Travel Cost

- (8) List all other direct cost (ODC) not otherwise included in the categories described elsewhere in this solicitation (e.g. computer, consultant service, etc.) and provide basis for pricing. For computer cost, describe the type of computer services being priced, the number of computer hours (and the basis of those hours) and the rate per computer hour. For consultant cost, provide the agreement between your company and the consultant showing the rate per consultant hour. For ODC other than those described, provide the same level of detail as listed for the computer cost and consultant cost
- (9) 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.
- (10) For each subcontract proposal that is either greater than \$10,000,000 or greater than 10% of the contractor's proposed price and greater than the cost and pricing data threshold, provide the following:
 - a. Information in Section II of L. for each subcontractor.
- b. A cost element breakdown by CLIN by government fiscal year and contractor rate year. In addition, provide a Grand Total rollup summary by cost element breakdown.
- c. Explanations of each cost element as delineated in the instructions to the prime contractor.
- (11) If interdivisional transfers of cost are applicable, provide the following for each division:
 - a. Information in Section II of L. for each division.
- b. A cost element breakdown by CLIN government fiscal year and contractor rate year. In addition, provide a Grand Total rollup summary by cost element breakdown.
- c. Explanations of each cost element as delineated in the instructions to the prime contractor.
- (12) 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.
- (13) 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.

- (14) Since the interdivisional transfers technical evaluations will be conducted by the government, copies of the interdivisional transfers cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the interdivisional transfers for those interdivisional transfers 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.
 - (15) Provide a grand total roll-up summary by cost element breakdown by CFY.
 - (16) Provide the proposed fee/profit percentage and base.
- (17) It is unacceptable to send proposals containing statements of compliance only (e.g., "will comply"). The proposal shall include a description of resources and positions by labor mix to be used in accomplishing the requirements of the statement of work.
- (18) 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. All Level of Effort (LOE) tasks shall be kept to a minimum and disclosed in a separate table.

4. VOLUME IV – CDRL PLANS and IPT Charters

- a. The following CDRLs require initial submittal with the SDD Proposal:
- B002 Integrated Master Plan/Integrated Master Schedule
- B052 Program Management Plan

The contractor shall develop an event driven IMP that describes the contractor's approach to executing the overall program. Events, criteria, and planned accomplishments 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 IMP 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 IMP shall provide insight into the total work effort (SOW tasking) to achieve all program goals. The IMP shall be organized to track/map to the SOW, CWBS and the IMS. The IMP shall establish activities and events that must be successfully completed to provide a logical and orderly development process. The IMP shall identify planned accomplishments/criteria for each event to ensure a logical, orderly development process is maintained. In the IMS, 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.

The contractor shall submit the initial Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) with the proposal. The baseline IMS will be provided at the IBR.

b. IPT Charters

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, Deputics, 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.

The contractor shall submit the IPT structure in accordance with the Contract Work Breakdown Structure (CWBS). The contractor shall submit an IPT plan which includes charters for all contractor IPTs and sub-IPTs, membership (organization) of each IPT and sub-IPT, methodology (processes) for government interaction, communication plan, and schedule of meetings. The IPT or sub-IPT charters shall detail the roles, responsibilities, and authority of its respective IPT or sub-IPT members, both contractor and government. The IPT shall not direct any changes which contradict the terms and conditions of the contract, nor shall the contractor use the IPT forum as a venue to solicit or acquire decisions that are contrary to the terms and conditions of the contract. The Configuration Control Board (CCB) and Risk Review Board (RRB) have been specifically identified by JLENS Product Director as required in the submission.

(End of Summary of Changes)

AMENDMENT OF SOLICI	TATION/MODIF	ICATION OF CONTRACT	г	. CONTRACT	AD CODE	PAGE OF PAGES	7
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	A. REQUISITION/PUNCHASE REQ. NO.			S. PROJECT	NO.(Ifapplicable)	1
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See Schedule	ITEM APPLIES ONLY	O MODIFICATIONS OF CONTRACT	SORDE	D¢			-
TT M	ODIFIESTHE CONTRAC	T/ORDER NO. AS DESCRIBED IN IT	EM 14.				
L THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10	Ά.	**			_		
THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FC	orth in Item 14, Puri	WANT TO THE AUTHORITY OF FA			az obangas h	o paying	
THIS SUPPLEMENTAL AGREEMENT	F IS ENTERED INTO PU	RSUANT TO AUTHORITY OF:			. 5	s sans of the property	-
, OTHER (Specify type of modification a HS, Oplions	nd authority)						7
APORTANT: Contractor is not.	is required to sign	this document and return 1	copies	to t he issui n	g office.		7
DESCRIPTION OF AMENDMENT/MOD where femilis.) Modification Contro! Number: • to a Standard Procurement Systemos rusry 1998.							(b)
is is a multiple purpose modification. If as 190,000 therein from CLIN 0017AA to 001 weral administrative errors in previous m	ITAC; provide additional					N F	
cept as referenced above, all other term	e and conditions of the o	riginal contract remain unchanged.					
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SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

As a result of this modification, the total funded amount for this document was increased by \$34,118,250 from \$219,308,655.52 to \$253,426,905.52. The \$190,000 funding sub-CLIN 0017AC was originally posted to sub-clin 0017AA; it has now been removed from there and correctly reapplied to the exercise covered by 0017AC.

UNIT

LOT

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AB is added as follows:

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT PRICE

AMOUNT

JLENS SDD Systems Studies/Exercises

CPII

0017AB

To provide funding for

POP is 1 April 2006 thru 31 October 2006.

(b)(3)

FOB: Destination

ACRN KL

TARGET COST

TARGET FEE (b)(4)TOTAL TGT COST + FEE

\$118,250.00

MINIMUM FEE \$0.00

MAXIMUM FEE \$0.00

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

\$118,250.00

SUBCLIN 0017AC is added as follows:

DASG60-98-C-0001 P00121 Page 3 of 5

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT LOT

UNIT PRICE

AMOUNT

Ю17АС

JLENS SDD Systems Studies/Exercises

To provide funding for JLENS Support to the

FOB: Destination

exercise.

(b)(3)(A)

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

TARGET COST

TARGET FEE

\$190,000.00

TOTAL TGT COST + FEE

MINIMUM FEE \$0.00 MAXIMUM FEE \$0.00

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN BZ

\$190,000.00

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

- 1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$33,810,000.00 from \$45,036,000 to \$78,846,000.
 - b. CLIN 0017AB available dollars are increased by \$118,250 from \$0 to \$118,250.
 - c. CLIN 0017AC available dollars are increased by \$190,000 from \$0 to \$190,000.
- 2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN:

ORDER NO:

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

4M6J730000-04

FUNDED AMOUNT: \$34,000,000 (P00121)

ACRN:

BZ

ACCT CLASS: AA 9760400 1202 186 JT01 606051 600008 59233 65126J 503000 F03000

ORDER NO: F1AF1W5313GV09-01 **FUNDED AMOUNT: (\$190,000)** (P00121)

SubCLIN 0017AB:

ACRN:

ACCT CLASS: AA 9760400 1201 186 JT01 606051 600007 59232 65126J 503000 F03000

DO 1175

ORDER NO: F1AF1W6061GV02-01 FUNDED AMOUNT: \$118,250 (P09121)

SubCLIN 0017AC:

ACRN: BZ

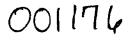
ACCT CLASS: AA 9760400 1202 186 JT01 606051 600008 59233 65126J 503000 F03000 ORDER NO: F1AF1W5313GV09-01 FUNDED AMOUNT: \$190,000 (P00121)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, P00115, is corrected as described below:

SUBCLIN 0013	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s): Amount Allotted under the LOF Clause	\$ 41,047,110	(\$ 2,146,000)	\$ 38,901,110 (b)(4)
for Payment of Costs: Amount Separately Obligated			(b)(4)
for Payment of Fee: Total Amount Allotted and Obligated:	\$ 40,047,110	(\$1,146,000)	\$ 38,901,110
Net Amount Required for Pull Funding:	\$ 1,000,000	(\$ 1,000,000)	\$ -0-

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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$1,301,403,000	(\$34,000,000)	\$1,267,403,000	- ((\ / . \
Amount Allotted under the LOF Clause for Payment of Costs:				(b)(4)
Amount Separately Obligated for Payment of Fee:				(15)(4)
Total Amount Allotted	\$ 45,036,000	\$34,000,000	\$ 79,036,000	
and Obligated: Net Amount Required for Full Funding:	\$1,301,403,000	(\$34,000,000)	\$1,267,403,000	<i>,</i> .
SUBCLIN 0017AB	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding,	\$ -0-	\$ -0-	\$ 0-	
Including Fee(s): Amount Allotted under the LOF Clause for Payment of Costs:	\$ -0-			(b)(4)



				D .	ASG60-98-C-00 Page 5 o	21 f 5
Amount Separately Obligated	\$	-0-			(9))(4)
for Payment of Fee: Total Amount Allotted and Obligated:	s	-0-	\$ 118,250	\$	118,250	
Net Amount Required for Full Funding:	S	-0-	\$ -0-	\$	0-	

SUBCLIN 0017AC	PRIOR		THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding,	\$	-0-	\$-0-	\$- 0-	(. X (.)
Including Fee(s): Amount Allotted under the LOF Clause	\$	-0-			(b)(4) (b)(4)
for Payment of Costs: Amount Separately Obligated for Payment of Fee:	\$	-0-			(6)(4)
Total Amount Allotted and Obligated:	\$	-0-	\$ 190,000	\$ 190,000	
Net Amount Required for Full Funding:	\$	-0-	\$ 0-	\$ -0-	

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

DELETE	ADD
Page 29, Modification P00118	Page 29, Modification P00119
Page 34, Modification P00118	Page 34, Modification P00119

AMERICA CONTRACTOR		TO 1 OF ONL 100 1 OF ONL 100 1 OF ONL 100 1	I.CONTRACT	10 CODE	PAGE OF PAGES	П
AMENDMENT OF SOLIC	ILGOMMODIFATE	TCATION OF CONTRACT	v		1 2	
2. AMENDMENT/MODIFICATION NO.	3. SEPPECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5.PROJECT	NO.(ifapplicable)	7
P 00122	28-Apr-2006					
6. ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item 6) DOMARAYTHEON	co	DE S2200	5A	\exists_{n}
THE REPORT OF THE PARTY OF THE		SD APPLE HILL DRIVE MIS TEPRZ				169
		THEMICSBURY MACRETO				1/1.
HUNTERQUE AL MEDIT-2007						100
8. NAME AND ADDRESS OF CONTRACTO	OR (No., Street, County,	State and Zip Code)	9A. AMBNDM	ent of so	LICITATION NO.	1
ANDONELL STREET ANDONE AM DENOUGH			98. DATED (S	ee item i'i)	7
			× LOAL MOD OF	CONTRAC	TAORDER NO.	1
			IOB. DATED			7
CODE 05716	FACILITY COL		X 30-Jan-1998			_
		PPLIES TO AMENDMENTS OF SOLK				_
The obove membered soficination is annualed as se		•	is contraded,	is not exten	idled.	
Offer mast asknowledge reactor of this assessment (a) By complaining forms 2 and 15, and convening	-	ided in the solicitation or as manded by one of a a: (b) By ack new ledging stocips of this extended	-	braubrittet:		ı
or (a) By repense letter or telegram which insieds	a substance to the solicingion	and assendment assettors. FAILURE OF YOUR	CKNOWLEDOMENT			
RECEIVED AT THE PLACE DESIGNATED PO REJECTION OF YOUR OFFER. May virtue offer.				ier.		
providud such telegranor lever miles relience to						
2. ACCOUNTING AND APPROPRIATION	(DATA (If required)			7-10-00-00-00-00-00-00-00-00-00-00-00-00-		7
See Schedule						4
		'O MODIFICATIONS OF CONTRACT: CT/ORDER NO. AS DESCRIBED IN ITH				
A. THIS CHANGE ORDER IS ISSUED PU	RSUANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE N	LADE IN TH	Œ	7
CONTRACT ORDER NO. IN ITEM 10	DA.	•				
B. THE ABOVE NUMBERED CONTRAC				us changes in	paying	7
C. THIS SUPPLEMENTAL AGREEMENT		SUANT TO THE AUTHORITY OF FAI RSUANT TO AUTHORITY OF	K 43.103(B).			\dashv
FAR 43.103 (a)(3)					***	_
D. OTHER (Specify type of modification :	and authority)					
I. IMPORTANT: Contractor is not,	is required to sig	n this document and return 1	copies to the issuing	office.	**************************************	7
4. DESCRIPTION OF AMENDMENT MOD	DIFICATION (Organized	by UCF section headings, including solic	tation/contract subj	oci malier	· ·	1.
where feasible.) Modification Control Number		4				(6)
		·			. *	- k
The purpose of this modification is to decre the funding of ACPINEY (SUBCLIN 0017A	_	•	t of \$180,000.00 an	d to increas	•	(4)
ela (diling in Acres) (SUBCLES OF (A	NA KI RIS SHOWN (N. \$100)	CORE COL				
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31/17	4/28/06	(Signature of Contracting Of	local .		1 may 200	4
XCEPTION TO \$730	17	0-105-04		NDARD FO		*
APPROVED BY OIRM 11-84	•		Pres	cribed by CS	A.	-3
	\bigcirc	1178	PAR	(48 CPR) 5:	3.243	
		/ []]				

SUMMARY OF CHANGES

CHANGES IN SECTION B

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0017AA 1 LOT

SDD JLENS Systems

CPIF

Design, development, procurement, fabrication, integration, testing, and delivery of SDD JLENS systems.

(b)(3)(A)

(i)&Title 10

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

\$0.00

MAXIMUM FEE

\$0.00

Sec 130 (a)(b)

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN BW ACRN BX ACRN BY

FOB: Destination

\$73,820,000.00 \$1,146,000.00 \$3,880,000.00

,48.32 Killer

\$1,351,439,000.00

CHANGES IN SECTION G

SUBCLIN 0017AA:

ACRN BW has been decreased by \$180,000.00 from \$74,000,000.00 to \$73,820,000.00.

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M67730000 S01021 4M6J730000/64MJLE/4MJLEN

ACRN BY has been increased by \$180,000.00 from \$3,700,000.00 to \$3,880,000.00.

ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021 ER5D732500/54KJLE/4MJLEN--

		***	Tr. consense.	
AMENDMENT OF SOLIC	TTATION/MODIF	ICATION OF CONTRACT	r I.comica	CTID CODE PAGE OF PAGES
2. AMENDAENT/MODIFICATION NO.	1. ENECTIVE DATE	La angesta de la companya de la comp	l	14
P00123	8 Jun 06	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.((Impplicable)
LISUED BY CODE		7. ADMINISTERED BY (Ifother than item 6		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
NO. ASSUMED ASSUMED TO THE COMMAND		DOMARAYTHEON		
Sign Comments		IN APPLEMIL DRIVE		
HUNTERLE AL SECTOR		TEWNOSURY MA Q1876		Ĺ
THE PROPERTY OF THE PARTY OF TH				
			I I O.A. A BARRAMS	MENT OF SOLICITATION NO.
I. NAME AND ADDRESS OF CONTRACTO BAYTHBON COMPANY	JR. (No., Street, County,	scare and Zap Chae)	37. 744.640	MENT OF SOLICITATION NO.
30 LOWELL STREET			9B. DATED	(SEE ITEM 11)
ANDOVER MACINO				,
			X IOA MOD	OP CONTRACT/ORDER NO. C-0001
			1 1	(SEB ITEM 13)
ODE 05718	PACILITY ODC		X 30-Jan-1996	
	II. THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLI	CITATIONS	
The above membered solicitudien is assented as ass	first in Joseph. The hour and	ime apadited for receipt of Offic	is ontonded.	Es aunt entouded.
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or (a) By separate latter or an ingrammatick includes RECEIVED ATTHIS PLACE DESIGNATED FOR				TTOBE
RESCTION OF YOUR OFFER. I'by three of the				letter.
provided each telegram or ferrer makes reference to				
ACCOUNTING AND APPROPRIATION	DATA (If required)			
See Schedule				
	FFEM ABBLICGOAN V T	O MODIFICATIONS OF CONTRACT	annone de	
		TAORDER NO. AS DESCRIBED IN IT		
A. THIS CHANGE ORDER IS ISSUED PUI				MAINE IN THE
CONTRACT ORDER NO. IN ITEM 10.		emay) the charges det routh	THE COME IS AND	MANO UV TIIE
B. THE ABOVE NUMBERED CONTRACT				h as changes in paying
office, appropriation data, etc.) SET PO			R 43.103(B).	-
C. THIS SUPPLEMENTAL AGREEMENT	' is entered into pu	RSUANT TO AUTHORITY OF:		
D. OTHER (Specify type of modification a	and make make a			
H-6, Options	an authoray)			
IMPORTANT: Contractor is not.	X is required to sign	this document and return 1	copies to the issui	ng office
			•	
I. DESCRIPTION OF AMENDMENT/MOD	HFICATION (Organized)	by UCF section bendings, including solic	itation/contract ad	bject matter /h
where femilie.) Modification Control Number				
Due to a Standard Procurement Systemedia	ect. The date shown in 8	lock 108 of the SR90 may be ineccure		/ /
		and the state of the free state of the		ad be 30 January 1998. ((2
he purpose of this modification is to obliga	as additional funding in th	e amount of \$5,000,000 to CLIN 0017	AA and correct w	rors in Section G.
Modification P00121.				
Scopt as referenced above, all other term	s and conditions of the o	riginal contract remain unchanged.		
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ops as provided hereis, all serve and considerant of the				
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(Migneture of person authorized to sign)	_ -/ / 0	Compositive of Contracting Cit	licer)	TRUM US
CEPTION TO SP 30	3	0-105-04	SI	ANDARD FORM 30 (Rev. 10-83)
PROVED BY OIRM 11-84				vecribed by GSA
	\sim	1120	FA	JR (48 CFR) 53.243

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,000,000.00 from \$253,426,905.52 to \$258,426,905.52.

(End of Summary of Changes)

The following items are applicable to this modification:

MODIFICATION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

- 1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$5,000,000 from \$78,846,000 to \$83,846,000.
- 2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN:

BW

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$5,000,000 (P00123)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected from Modification P00121 as described below:

SUBCLIN 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$1,301,403,000	(\$33,810,000)	\$1,267,593,000	(1)
Amount Allotted under the LOF Clause				6)(4)
for Payment of Costs:				■ (b)(4)
Amount Separately Obligated				$\mathcal{O}/(\mathcal{A})$
for Payment of Fee:				
Total Amount Allotted and Obligated:	\$ 45,036,000	\$33,810,000	\$ 78,846,000	
Net Amount Required for Full Funding:	\$1,301,403,000	(\$33,810,000)	\$1,267,593,000	

SUBCLIN 0017AB	PRIOR		THIS MODIFICATION		CUMULATIVE TOTAL		
Amount Required for Full Funding, Including Fee(s):	\$	-0-	\$	-0-	\$	0-	72.1773
Amount Allotted under the LOF Clause for Payment of Costs:	\$	-0-					(1)/11
Amount Separately Obligated for Payment of Fee:	\$	-0-					(6/(4)
Total Amount Allotted and Obligated:	\$	-0-	\$	118,250	\$	118,250	
Net Amount Required for Full Funding:	\$	-0-	\$	-0-	\$	0-	

SUBCLIN 0017AC	PRIOR		THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding,	\$	-0-	\$- 0-	\$-0-	
Including Fee(s): Amount Allotted under the LOF Clause for Payment of Costs:	\$	-0-			(b)(4) (b)(4)
Amount Separately Obligated for Payment of Fee:	\$	-0-			(b)(H)
Total Amount Allotted and Obligated:	\$	-0-	\$ 190,000	\$ 190,000	
Net Amount Required for Full Funding:	\$	-0-	\$ 0-	\$ -0-	

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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,267,403,000	(\$5,000,000)	\$1,262,403,000
Amount Allotted under the LOF Clause			(b)(4)
for Payment of Costs:			
Amount Separately Obligated			(4)
for Payment of Fee:	A 5 0.045.000	67 000 000	4 00 046 000
Total Amount Allotted	\$ 78,846,000	\$5,000,000	\$ 83,846,000
and Obligated:			
Net Amount Required for Full Funding:	\$1,267,403,000	(\$5,000,000)	\$1,262,403,000

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

DELETE

Page 29, Modification P00118

ADD Page 29, Modification P00121

Page 34, Modification P00118 Page 68, Modification P00106 Page 34, Modification P00121 Page 68, Modification P00121

30-105-04	SOUNC SOND 168	ISA, NAME AND TITLE OF MOMENT with	ion, The contract is an analysis by:	related Pittocuture and <mark>System defect, the date</mark> of our n in Block 10b of the SP20 may be been to consider of the bulk purities been interest to incorporate revisions to the contract Statem constitution, and Albertone Schedule.	5. IMPORTANT: Commander [] in sect. [] is required to sign this document and relates 1. 14. DESCRIPTION OF AMERICADEDITACORPROSTON (Organized by UCF section benefits), benefits, benef	B. THE ABOVE NUMBERSED CONTRACY/CEORS IS MODIFIED TO REPLECT THE ADMINISTRATIVE CHANCES (with as sharped in paying colling appropriation date, sta.) SET FORTH IN ITEM 14, FUNDLANT TO THE AUTHORITY OF MAR 43.103(B). X. C. THESELFFLEMENT AL. AGREEMENT IS EXITEDED ENTO FUNDLANT TO AUTHORITY OF: FAR 62263-2, Charges-Cast Substitution and entirety) D. OTHER (Specify type of medification and entirety)	13. THE ITEM APPLIERORALY TO MODIFICATIONS OF CONTRACTSORDERS. IT MODIFICE THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THE CHANGE ORDER IS DEFINED FUNCTION TO: (Speedy anthonity) THE CHANGES SET FORTH IN ITEM 14. ARE MADE IN THE CONTRACT CHOICE NO. IN ITEM 14A.	(O By completing Rows it and 15, and returning complete after manchine; (A) By completing completin	TO A TAX TO A TO STREET AND THE PROPERTY AND THE PROPERTY OF STREET AND THE	SOOR OFFICE PACEUTY COOR	AND ONE AN AREA	1. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) Switzenicousters	A 1580/00 BY CODE WARTERS TO ADMINISTRATORY (CARACTERS BY CARACTERS BY	2 AASSEMENTSACKURCATION NO. 5. EMPECTIVE DATE 4. ESQUISITION/FURCEIASE REQ. NO. 6. ESQUISITION/FURCEIASE REQ. NO.	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
STANDARD FORM 36 (But. 10-5)	RJUN 06	NAME AND ADDRESS OF THE OWNER.		oursie. That date should be 30 Jan 98. ant of Work, Specification, Contract	copies to the iming office. Salindan/contract saligns matter	VE CHANGE (nest as charges in paying UR 43.103(6).	PORDERS.	ant as said says ofth offer reladited; CACRICOWILDORIMENT TO BH DO MANY RESULT TH For each by religious or letter; and the specifics.	ALTAL SOME In case field, in the second state of the second state	MOB. DATED (NEE ITEM 13)	× 194, 1600, OF SHITTENATIONED BE INC.	9A. AMBNDABNT OF BOLICITATION NO.	9 cops (szawa	S. PROJECTNO (Thepsicable)	T (1. CONTRACT ED CODES PAGE OF PAGES

The following items are applicable to this modification:

CONTINUATION PAGE

- 1) replacing the Statement of Work, JLENS System Development and Demonstration (SDD) Program, dated 25 October 05 with the Statement of Work, titled Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), System Development and Demonstration (SDD) program, dated 15 May 2006;
- 2) replacing MIS-PRF-55628 dated 26 October 2005 with MIS-PRF-55628 Rev A, CAGE Code 18876, dated 15 May 2006;
- 3) replacing Contract Data Requirements List (DD Form 1423) and Data Item Nos. B001 through B056, dated 24 October 2005, with Contract Data Requirements List (DD Form 1423) and Data Item Nos. B001 through B062, dated 16 May 2006; and
- 4) revising the "Milestone Events and Performance Period" clause of the contract (F-5) to replace the following revised contract milestones in lieu of the current milestones, with a performance end date of 30 September 2012.

SuR/PS/Comms Subsystem Delta SFRR Fourth Quarter FY06 Fourth Quarter FY06 Platform PDRR Orbit SRR First Quarter FY07 Orbit SFR Third Quarter FY07 PTIR Delta CDRR Third Ouarter FY07 Fourth Quarter FY07 Sur PDRR Processing Station & CP PDRR First Quarter FY08 Platform CDRR Second Quarter FY08 Orbit PDR Second Quarter FY08 Sur CDRR Fourth Quarter FY08 Processing Station & CP CDRR Fourth Quarter FY08 Second Quarter FY09 Orbit CDR Fire Control System Ground TRR Fourth Quarter FY09 SuR System Ground TRR First Quarter FY10 Orbit #1 Elevated Test Complete Fourth Quarter FY10 Orbit #2 Elevated Test Complete Fourth Quarter FY10 Processing Station SW (TBM, SMTI, LCR) Build 4 Demo First Quarter FY11 **Elevated Test Report** First Quarter FY11 Production Readiness Review First Quarter FY11 Limited User Test (LUT) Second Quarter FY11 Log Demo Fourth Quarter FY11 DISR Certification Complete Fourth Quarter FY11 Initial Operational Test First Quarter FY12 PQT Complete/DD250 First Quarter FY12

The parties agree that the incorporated documents cited in Items 1)-4) above contain changes to Program performance and schedule not reflected in the CLIN 0017 NTE amount and a subsequent supplemental agreement may be necessary to effect an equitable adjustment caused by the above changes.

A A STRUME AT LONG A STRUME AT LANGE	TATEL CONT		1.CONTRAC	I ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	TATION/MODIF	TCATION OF CONTRACT	' v		1114
2 AMENDMENT/MODIFICATION NO.). EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO		5. PROJECT	NO.(Ifapp(Icable)
P00125	23 Aug 06				6.1
6. ISSUED BY CODE	W9113M	7. ADMINISTERED BY ((fother than item6)	co	DE \$2205	ia //),
LIE ADMINISTRA MISSILE DEFENSE COMMAND		DCMARAYTHEON SDAPPLE HILL DRIVE		<u> </u>	- Y
		M/S T2FR2			16
HUNTSWILE AL 35807-3801		TEWKSBURY MA 01876			
8. NAME AND ADDRESS OF CONTRACT OF RAYTHEON COMPANY	R (No., Street, County, S	Rate and Zip Code)	9A. AMENDI	IENT OF SOL	LICITATION NO.
350 LOWELL STREET			98. DATED (S	EE ITEM 11)
ANDOVER MADISTO					
			x 10A MOD. 01 DASG60-98-0	CONTRACT	T/ORDER NO.
			10B. DATED		3)
CODE 05716	FACILITY COD	se .	X 30-Jan-1998	(OCC II CHIII	
		PPLIES TO AMENDMENTS OF SOLI	CITATIONS	<u></u>	
The above numbered solicitation is aneaded as set fo	rth in Item 14. The hour and	late specified for receipt of Office	is extended.	is not outen	ded.
Offer must acknowledge receipt of this amendment pr		•	Land he following methods:		
(a) By completing lients 8 and 15, and returning	· · ·	t: (b) By acknowledging receipt of this amendm			Ì
or (c) By reparate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR **				TO BE	
REJECTION OF YOUR OFFER. Ifby virsue of this	amendmant you desire to chai	ege an offer elready submitted, such change may b	e made by telegransor Is	nier. – ⊱ i	
provided each tolegramor letter makes reference to the		meat, and is received prior to the opening hour a	nd date specified.		
12, ACCOUNTING AND APPROPRIATION (DATA (If required)				
		O MODIS OF THE LOCATION OF THE	WORD COA		
		O MODIFICATIONS OF CONTRACT! TAORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURS	*****			MADE IN TH	IE .
CONTRACT ORDER NO. IN ITEM 10A					
B. THE ABOVE NUMBERED CONTRACTA	MODED IS MODIFIED	TO DEEL BOT THE ADMINISTRATIV	E CHANCES (cook	os obacos la	
office, appropriation date, etc.) SET POR	TH IN ITEM 14, PURS	WANT TO THE AUTHORITY OF FAI		na citatifica iu	puying
X C. THIS SUPPLEMENTAL ACREEMENT	IS ENTERED INTO PU	RSUANT TO AUTHORITY OF:			
FAR 43.103(a)(3)	d augha-da-A				
D. OTHER (Specify type of modification an	a wancency)				
E. IMPORTANT: Contractor is not,	X is required to sign	this document and return 1	copies to the issuin	g office.	-
14. DESCRIPTION OF AMENDMENT/MODIL	RCATION (Organized)	w I VE section headings including solic	itation/contract euh	ect matter	71. 1
where feasible.)	(Organization	y con south nestings, motoring south	maronooninaet one	JOE 111211G	(የአየ
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The purpose of this modification is as follow:					
using available funds from CLNs 0005AA, C		nove tasks not completed in SLIN 0005	AA IO SLIN 0017A	A SOW; and	(4)
Certify completion of CLINs 0003, 0005AA a	IND COOPMA, BITO COOM.				
Conserve or consisted bonds of terms and constitute or sec-	Annumus auformant :- tramfi	A or 104 as keepinkas ekonomia assalas suudas	and and in full there are	l effere	1
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EXCEPTION TO SF 30 APPROVED BY OIRM 1-84		0-105-04		ANDARD FO	
W 1 170 10 D 1 CHON 11-04	(C)(C)	1187		scribed by CS. R (48 CFR) 53	

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, value of contract is corrected to read \$298,645,015.52. The total funded amount for this contract does not change.

Whereas, available funds from CLINs 0005AA, 0007AA, and 0013 and associated ACRNs have been disbursed in support of CLIN 0017AA ACRN BW effort, the Government and contractor agree that this effectively increases the funded amount of CLIN 0017AA, ACRN BW, for the System Development and Demonstration (SDD) effort. Accordingly, amounts disbursed in support of CLIN 0017AA, ACRN BW effort, from available funds from CLINs 0005AA, 0007AA, and 0013 (identified below) shall not be considered in the basis of fee determination for CLINs 0005AA, 0007AA, and 0013.

Tasks under CLINs 0003, 0007AA, 0009, and 0013 have been accomplished on a completion basis. Tasks under CLIN 0005AA have been accomplished on a completion basis, except those identified within this modification to be transferred to CLIN 0017AA.

(End of Summary of Changes)

The following items are applicable to this modification: MODIFICATION

- 1. Modification P00123 contained an error under Section G, Summary for the Payment Office. The total funded amount for this document is corrected from \$258,426,905 to \$298,645,015.52.
- 2. Effect of payment transfers from CLINs 0005AA, 0007AA, and 0013 to CLIN 0017AA:

0005AA	ВН	3,500,000.00
0005AA	BL	187,000.00
Subtotal CLIN 00	05AA	3,687,000.00
0007AA	BP	480,000.00
Subtotal CLIN 00	07 A A	480,000.00
0013	BJ	100,000.00
Subtotal CLIN 00	13	100,000.00
Total Transfer to	CLIN 0017AA	
BW		4,267,000.00
BW	-t	4,267,000.00

3. Payment transfers from CLINs 0005AA. 0007AA, and 0013 increased funding for payment of CLIN 0017AA, ACRN BW, in the amount of \$4,267,000.00. CLIN 0017AA total funds are increased from \$83,846,000.00 to \$88,113,000.00. Payment transfers as shown in this modification are administrative to show the payment of available funds from CLINs 0005AA. 0007AA, and 0013 and associated ACRNs to CLIN 0017AA, ACRN BW.

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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$1,262,403,000	(\$4,267,000)	\$1,258,136,000	(2Vu)
Amount Allotted under the LOF Clause				(9/17)
for Payment of Costs:				(b)(h)
Amount Separately Obligated for Payment of Fee:				(5)(.,)
Total Amount Allotted	\$ 83,846,000	\$ 4,267,000	\$ 88,113,000	
and Obligated:				
Net Amount Required for Full Funding:	\$1,262,403,000	(\$4,267,000)	\$1,258,136,000	

- 5. The milestones identified in paragraph F-5 for the following CLINs are considered completed tasks:
- a. CLIN 0003 is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- b. CLIN 0005AA is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement, except for the following tasks which are moved with associated funding from CLIN 0005AA to CLIN 0017AA SDD:

WBS 1.0 Platform (CLIN 0005AA) - Tasks are Aerostat Design, Acrostat SE/Air vehicle engineering, and Aerostat drafting.

WBS 3 Precision Track Illumination Radar (PTIR) (CLIN 0005AA) – Tasks are System Integration Laboratory (SIL)

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

WBS 5 Processing Station (PS) (CLIN 0005AA) – Tasks are build 1 ICD, nower/digital subsystem; processing station subsystem engineering, mission operation software, and from 2005 effort to be moved to SDD contract.

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

WBS 6 Systems Engineering Integration Test (SEIT) (CLIN 0005AA) – Tasks are and Software Engineering Management Plan (SEMP).

Build 1, (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

- c. CLIN 0007AA is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- d. CLIN 0009 is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- 6. It has been determined that the contractor has:
- a. Met all the requirements in paragraphs F-1 and the milestones through FY05 in F-5, as well as the effort required by the statement of work dated 3 Dec 02, Rev 4, JLENS Program, Spiral 1.
 - b. Submitted all the required data in accordance with CDRL and received required approvals of submission.
 - c. Delivered materials under CLIN 0009-

- 7. Section G, Paragraph G-2 and G-3 are incorporated/revised as follows:
- G-2. <u>CONTRACT ADMINISTRATION</u>: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.
- G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:
ORGANIZATIONAL CODE:
TELEPHONE NUMBERS:
COMMERCIAL:
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)

8. Except as noted above, all other terms and conditions remain unchanged.

A MENIDALENIT OF SOLICIT	CATION/MODII	FICATION OF CONTRACT	I CONTR	ACTID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	I A I ION/MODII	FICATION OF CONTRACT	'	V	1 3
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P00126	13-Sep-2006				
6 ISSUED BY CODE	W9113M	7, ADMINISTERED BY (Ifother than iteme)	3	CODE S220)5A
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7500		M/S T2FR2 TEWKSBURY MA 01876			بر
HUNTSVILLE AL 35807-3801		1			(U
8. NAME AND ADDRESS OF CONTRACTOR	(No. Street County	Sate and Zin Code)	I I9A AMEN	DMENT OF SC	LICITATION NO.
RAYTHEON COMPANY 350 LOWELL STREET	t (riol(Breen, comrig	Gart 2.1.2 2.,p code,			
ANDOVER MA 01810			9B. DATEI	D (SEE ITEM)	1)
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			」Ⅰ	ED (SEE ITEM	13)
ODE 05716	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI	X 30-Jan-199	38	
The above numbered solicitation is amended as set to			is extended.	is not exic	dad
Offer must acknowledge receipt of this arrendment pr		•		لسا	.nocu
(a) By completing Items 8 and 15, and returning	-	one of the solution of as attended by one of this amended to the amended of the control of the c	•		
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR 1					•
REJECTION OF YOUR OFFER Ifby virtue of this				2.50	
provided each (elegram or letter makes reference to the	e solicitation and this amen	dirent, and is received prior to the opening hour	and date specified		
2. ACCOUNTING AND APPROPRIATION I	DATA (If required)		-		
See Schedule					
		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PURS				RE MADE IN T	HE
CONTRACT ORDER NO IN ITEM 10A		• ·			
13. THE ABOVE NUMBERED CONTRACT office, appropriation date. etc.) SET FOR				uch as changes i	in paying
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PL	URSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and H-6, Options	d authority)				
IMPORTANT: Contractor X is not.	is required to sig	n this document and return	copies to the iss	suing office.	
4. DESCRIPTION OF AMENDMENT/MODI	FICATION (Organized	by UCF section headings, including solid	citation/contract	subject matter	
where feasible)	(6,8,11,10)	of continuing some		oudject marter	150
Modification Control Number: Due to a Standard Procurement System cere	or me aste shown in '	Block 10B of the SE30 may be inaccur.	ate That date si	bould read 30	(•)
January 1998,					(6)
The surpose of this wedification is to obligate	additional funding in t	to amount of \$750,000 to \$1,00174	^		
The purpose of this modification is to obligate	accitional funding in t	He amount of \$750,000 to CLIN 0017A.	Α.		
Except as noted above, all other terms and c	onditions of the origina	al contract remain unchanged.			
cept as provided herein, all terms and conditions of the c	locument referenced in Item	9A or IOA, as hereto fore changed, remains uncha	nged and in full force	and effect	
SA NAME AND TITLE OF SIGNER (Type o	r print)	LIGA. NAME AND TITLE OF CO	ONT RACTING O	FFICER (Type	or print)
					(2)
B CONTRACTOR OFFEROR	15C DATE SIGNE	D 16B UNITED STATES OF AME	RICA	16	C DATE SIGNED
				1	3-Sep-2006
(Signature of person authorized to sign)	-	(Signature of Contracting Of	fficer)		- Jep-2000
XCEPTION TO SE 30	~	30-105-POr 1			ORM 30 (Rev 10-83
PPROVED BY OIRM 11-84		71171		Prescribed by G	5A

The following items are applicable to this modification: **MODIFICATION** SECTION SF 30 BLOCK 14 CONTINUATION PAGE

- 1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$750,000 from \$83,846,000 to \$84,596,000.
- 2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN:

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$750,000 (P00125)

- 3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected from Modification P00121 as described below:
- 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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s): Amount Allotted under the LOF Clause	\$1,262,403,000	(\$750,000)	\$1,261,653,000	(6)(4)
for Payment of Costs: Amount Separately Obligated for Payment of Fee:				(b)(4)
Total Amount Allotted and Obligated:	\$ 83,846,000	\$750,000	\$ 84,596,000	
Net Amount Required for Full Funding:	\$1,262,403,000	(\$750,000)	\$1,261,653,000	

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$750,000.00 from \$298,645,015.52 to \$299,395,015.52.

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		TAORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10/		uthorny) THE CHANGES SET FORTH	INI	TEM 14 ARE N	AADE IN 1	HE	7
B. THE ABOVE NUMBERED CONTRACT office, appropriation data, etc.) SET FO					ns changes	in poying]
C. THIS SUPPLEMENTAL AGREEMENT FAR 43.103(a)(3)	IS ENTERED INTO PL	IRSUANT TO AUTHORITY OF:					~ 3
D. OTHER (Specify type of modification as	nd authority)					77.7	-
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PROVED BY OIRM 11-84	\wedge	1200			scribed by (
	(')()	1200		FA	R (48 CFR)	53.243	

The following items are applicable to this modification:

MODIFICATION

- 1. Section B, Paragraph B-1, CLIN 0017AA, is corrected as follows:
 - a. CLIN 0017AA available dollars are increased by \$750,000 from \$88,113,000 to \$88,863,000.
- 2. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected as described below:

SUBCLIN 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$1,258,136,000	(\$750,000)	\$1,257,386,000	(LV).)
Amount Allotted under the LOF Clause				(2/(4)
for Payment of Costs:	2			11.1/21
Amount Separately Obligated				(B)(4)
for Payment of Fee:				,
Total Amount Allotted and Obligated:	\$ 88,113,000	\$ 750,000	\$ 88,863,000	
Net Amount Required for Full Funding:	\$1,258,136,000	(\$750,000)	\$1,257,386,000	

AMENDMENT OF SOLIC	TATION/MODII	TICATION OF CONTRACT	•	1, CONTRACT	ID CODE	PAGE OF	PAGES
144						1	2
AMENDMENT/MODIFICATION NO	3. REFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PMOJECT	NO.(Ifapplic	ıble)
00128	04-Oct-2006				<u> </u>		
ISSUED BY CODE WISSUE DEFENSE COMMAND (b)(6) HUNTSVILLE AL 35507-3501	W9113M	7. ADMINISTERED BY (If other then item 6) DCMA RAYTHEON BOAPPLE HELD RIVE MAS TZFR2 TEMISBURY MA 01678	1	œ	DR 8220	5A	(b)
NAME AND ADDRESS OF CONTRACT OR RAYTHEON COMPANY SOLICIAGEL STREET ANDOVER MAD 01810	FACILITY CO. 11. THIS ITEM ONLY A forth in Item 14. The hour end prior to the hour and data spectopies of the amendment a reference to the solicitation R THE RECRIPT OF OFFERS	DE APPLIES TO AMENDMENTS OF SOLI date specified for receipt of Office nified in the solicitation or as emended by one of nt; (b) By schnowledging receipt of this emender and emendment numbers. FAILURE OF YOUR. PRIOR TO THE ROUR AND DATE SPRCIFIE	X 10 X 3 CITAT is the follower on each ACKNOOD MAY	estanded, wing methods: sch sopy of the of WLEDGMENT RESULTIN	EE ITEM 11 CONTRACTOO (SEE ITEM is not exten for submitted; TO BR	T/ORDER	
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A. THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10 B. THE ABOVE NUMBERED CONTRACT Office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification as	A. I'/ORDER IS MODIFIED IRTH IN ITEM 14, PUR IS ENTERED INTO PI	TO REFLECT THE ADMINISTRATI SUANT TO THE AUTHORITY OF FA	VE CH	ANGES (such			
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The purpose of this modification is to oblige Except as noted above, all other terms and			7 AA .				
cept as provided herein, all terms and conditions of the A. NAME AND TITLE OF SIGNER (Type	-	PA or 10A, as heretofore changed, remains unchanged, remains unchanged	NTRA			or print)	<u>/67</u> /
B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	В	VICA.			DATE SI	
(Signature of person authorized to sign)		(Signature of Contracting Of	ncer)				
XCEPTION TO SF 30	3	i0-105 -04		STA	NDARD FO	RM 30 (Re	rv. 10-8

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$45,600,000 from \$299,395,015.52 to \$344,995,015.52.

The following items are applicable to this modification:

MODIFICATION

- 1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$45,600,000 from \$88,863,000 to \$134,463,000.
- 2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN:

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ORDER NO: 4M6J730000-09 FUNDED AMOUNT: \$ 600,000 (P00128)

ACRN:

KM

ACCT CLASS: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021

4M7J730000/74MJLE/4M

ORDER NO: 4M7J730000-09

FUNDED AMOUNT: \$45,000,000 (P00128)

- 3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected from Modification P00121 as described below:
- 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 0017AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
Amount Required for Full Funding, Including Fee(s):	\$1,257,386,000	(\$45,600,000)	\$1,211,786,000	(1)(1)
Amount Allotted under the LOF Clause				(5)(4)
for Payment of Costs:				• 111/il
Amount Separately Obligated				7 (5)(4)
for Payment of Fee:				
Total Amount Allotted and Obligated:	\$ 88,863,000	\$45,600,000	\$ 134,463,000	
Net Amount Required for Full Funding:	\$1,257,386,000	(\$45,600,000)	\$1,211,786,000	

AMENDMENT OF SOLIC	ITATION/MODIF	ICATION OF CONTRACT	I	I. CONTRACT		PAGE OF PAGE
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	W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON		ω	DR S2200	(12)
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205-905-4208 P.O. BCX 1800		TEAKSBURY MA 01876				
HUNTSVILLE AL 35807-3801						
NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY	DR (No., Street, County, S	l late and Zip Code)	9.4	. AMENDAI	DENT OF SO	LICITATION
360 LOWELL STREET ANDOWER MA 01810				. DATED (8		
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ODE 05746			- 4	Jan-1998	(SEE II EM	13)
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A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10		thority) THE CHANGES SET FORTH I	N ITE	M 14 ARE I	MADE IN T	HE
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C. THIS SUPPLEMENTAL AGREEMENT	I IS ENTERED INTO PU	RSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification a H-6, Options	and authority)					
IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies	to the issuin	g office.	
B. DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number: Due to a Standard Procurement System de				•		(b
January 1998.						
•	Latina is select and accord	es to severet up and in Madification O	00114			
The purpose of this modification is admirist	·		00114	•		
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he purpose of this modification is administ except as referenced above, all other term	is and conditions of the ba	asic contract remain unchanged.	ed and	in full force and		or print)
The purpose of this modification is administ Except as referenced above, all other term	is and conditions of the ba	asic contract remain unchanged. A or 10A, as haretoline changed, remains unchang	ed and	in full force and		or print)
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the purpose of this modification is admirately by the purpose of this modification is admirately by the provided herein, all terms and conditions of the provided herein.	is and conditions of the branch in the branc	esic contract remain unchanged. A or 10A, as heretofire changed, remains unchanged.	god and iTRAC	in full force and	CER (Type o	

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

CONTRACT ADMINISTRATION DATA

CLIN 0017 as articulated in Modification P00114 is hereby replaced by CLIN 0017AA. There is no change in the obligated amount.

AMENDMENT OF SOLICI	TATION/MODIF	TCATION OF CONTRACT	Г	1 CONTRACT	UD CODE	PAGE	F PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		<u> </u>	5 PROJECTA	IO (Ifappli	
700130	28-Nov-2006						
6. ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item 6	0	co	DE \$2205	Ä	
LIE ARAM STACE & MISSILE DEFENGE COMMAND		DCMA RAYTHEON 50 APPLE HILL DRIVE					70
		M/S T2FR2 TEMICSBURY MA 01676					
HUNTSVILLE AL 38807-3801							(6,
8. NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY SECONDELL STREET	R (No., Street, County,	State and Zip Code)	\Box	, , , , , , , , , , , , , , , , , , , ,	ent of sol ee item 11		ION NO
ANDOVER MA 01610				•			
			-		CONTRACT		R NO.
	—————————————————————————————————————)B. DATED 3-Jan-1998	(SEE ITEM I	13)	
CODE 05716	FACILITY COL	DE IPPLIES TO AMENDMENTS OF SOL					
The above numbered solicitation is amended as set		·	_	ntended.	is not exten	ded	
			<u> </u>			664	•
Offir must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning	-	nt; (b) By acknowledging receipt of this amond:			fibr submitted:		
or (c) By separate letter or telegram which includes	s reference to the solicitation	and encodment numbers. FAILURE OF YOUR	ACKNO	WLEDGMENT			
RECEIVED AT THE PLACE DESIGNATED FOR							
REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the					ALGE,		
2. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)			-			
13. THIST	TEM APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S/ORDI	ERS.			***
		CT/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 104	SUANT TO: (Specify a L	uthority) THE CHANCES SET FORTI	IN IT	EM 14 ARE I	MADE IN TH	Œ	
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO	ORDER IS MODIFIED RTH IN ITEM 14, PUR	TO REFLECT THE ADMINISTRAT SUANT TO THE AUTHORITY OF FA	IVE CHA	ANGES (such 03(B).	as changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT	IS ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification an Section H-8, Options	ed authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copie	to the issuin	g office.	-	
4. DESCRIPTION OF AMENDMENT/MODI	FICATION (Organized	by UCF section headings, including soli	icitation	contract subj	ject matter	towns,	
where feasible.) Modification Control Number:							(6)(
A. Due to a Standard Procurement Systems January 1998.	defect, the date shown	in Block 108 of the SF30 may be inec	curate.	That date s	hould be 30		
B. The purpose of this modification is to obli	igate additional funding i	in th amount of \$270,000 to CLIN 001	7AA.				
C. All other terms and conditions remain und	changed.						
							G.
specifies provided herein, all terms and conditions of the						1-41	کمک
5A. NAME AND TITLE OF SIGNER (Type of	x print)	LIGA. NAME AND TITLE OF CO	KA	oi ing offi	CBK (1 ype o	r print)	(u)
SB. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B UNITED STATESOF AND	PICL			DATES	
(Signature of person authorized to sign)	-1	(Signature of Contracting O	fficer)		28	-Nov-200	16
EXCEPTION TO SF 30	- 1	O INS OA	/	STA	NULL BUT	N 30 /R	Per 10.8

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$270,000.00 from \$344,995,015.52 to \$345,265,015.52.

The following items are applicable to this modification:

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

CLIN 0017AA available dollars are increased by \$270,000 from \$134,463,000 to \$134,733,000.

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

SubCLIN 0017AA:

ACRN-

BW

ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ORDER NO. 4M6J730000-10

FUNDED AMOUNT \$270,000 (P00130)

3. 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 0017AA

(1)	Amount Required for Full Funding,	<u>PRIOR</u>	MOI	THIS DIFICATION	CUMULATIVE TOTAL	
	Including Fee:	\$1,257,386,000	\$	(270,000)	\$1,212,056,000	
(2)	Amount Allotted Under the LOF Clause					(L)(L)
	for Payment of Costs:					17/17/
(3)	Amount Separately Obligated for					(1)6
	Payment of Award Fee:					10/14
(4)	Total Amount Allotted and Obligated:	\$ 134,463,000	\$	270,000	\$ 134,733,000	•
(5)	Net Amount Required for Full Funding	\$1,257,386,000	\$	(270,000)	\$1,212,056,000	-

AMENDMENT/MODIFICATION NO		ICATION OF CONTRA	CT	l v		4 1	2
	3. EFFECTIVE DATE	4, REQUISITION/PURCHASE REQ. NO).	<u> </u>	5. PROJECT	NO.(Ifapplic	
F00131	30-Nov-2006						
6 ISSUED BY CODE LEAST MANAGEMENT OF THE COMMAND HUNTSVILLE AL 38607-3801	W9113M	7. ADMINISTRIED BY (If other than its DCMARAYTHEON SO APPLEMELD RIVE M/ST STREZ TEMKSBURY MA 01878	12 6)	œ	DE S2208	š A	(b)
8. NAME AND ADDRESS OF CONTRACT OF RAYTHEON COMPANY 380 LOWILL STREET	R (No., Street, County, 5	Rate and Zip Code)			ENT OF SOI		ON NO.
ANDOVER MA 01810				•	CONTRAC -0001	•	NO.
					(SEE ITEM)		
CODE 05716	FACILITY COD	NC .		0-Jan-1998	(GENETICIAN)	13)	
		PPLIESTO AMENDMENTS OF S					
The above numbered solicitation is amended as set &	arth in Itam 14 The hour and	date specified for receipt of Office	[is	extended,	is not exten	ded.	
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter unker reference to the provided each telegram or letter unker reference to the provided each telegram or letter unker reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter unkers reference to the provided each telegram or letter telegram or le	ammdownt you desire to shar be solicitation and this amend	nge an offer already submitted, such thange	may be made	by talogram or le	xior,		
		O MODIFICATIONS OF CONTRA				······································	EV
		T/ORDER NO. AS DESCRIBED IN					
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B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI	ORDER IS MODIFIED RTH IN ITEM 14, PURI	TO REFLECT THE ADMINISTRA BUANT TO THE AUTHORITY OF	TIVE CH FAR 43.1	ANCES (such 03(B).	as changes in	prying	
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification an	id authority)						
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E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copie	s to the issuin	g office.		
<u> </u>	<u> </u>					((b)(b)
4. DESCRIPTION OF AMENDMENT/MODE where feasible.)	FICATION (Organized	by UCF section headings, including s	solicitation	/contract sub	ject matter	((h) (b)
DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number A. Due to a Standard Procurement Systems.	FICATION (Organized)	by UCF section headings, including s	solicitation	/contract sub	ject matter	((b) (b,
DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number A. Due to a Standard Procurement System of January 1998.	FICATION (Organized in the date shown rect administrative error	by UCF section headings, including s	solicitation	/contract sub	ject matter	((b)(d,
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SUMMARY OF CHANGES

The following items are applicable to this modification:

1. 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 0017AA

CLIN 0017AA:		DDIOD	THIS PRIOR MODIFICATION		CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding,	<u>FRIOR</u>	MOI	DIFICATION	TOTAL	
(2)	Including Fee: Amount Allotted Under the LOF Clause	\$1,211,786,000	\$	(270,000)	\$1,211,516,000	B)(4)
(3)	for Payment of Costs: Amount Separately Obligated for Payment of Award Fee:					(b)(4)
(4)	Total Amount Allotted and Obligated:	\$ 134,463,000	\$	270,000	\$ 134,733,000	•
(5)	Net Amount Required for Full Funding	\$1,211,786,000	\$	(270,000)	\$1,211,516,000	

AMENDMENT OF SOLICE	INTONMODIE	ICATION OF CONTRAC		V		1 1 10
AMENDMENTIMODIFICATION NO. P00132	3, SITECTIVE DATE 14-Dec-2006	4. REQUISITION/PURCHASE REQ. NO.		0 1 6	S. PROJECT	NO (Mapplicable)
SSUED BY CODE	W0113M	7. ADMINISTRACO BY (Feder than lease	•	00	DE 8220	5A
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(b)(6)		MOTOFILE TEMOSPLITYSAADIEFO				
UNITEMPLIS AL ANDERS SEE (b)(6)				LEGINE		18.
NAME AND ADDRESS OF CONTRACTOR AVAILABLE COLUMNS SOLONGLE STREET	t (No., Street, County, S	Nate and Zip Code)	T	9A. AMENDA	ENT OF SO	LICITATION NO.
SEDICINELL STREET AND CHER MACHINO				9B. DATED (S		
			×	DARGESON SO		
			1.	108. DATED 30-Jun-1998	(SHE ITEM	13)
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ACCOUNTING AND APPROPRIATION (See Schedule	YV I V (IL Lediment)					
		O MODIFICATIONS OF CONTRAC T/ORDER NO. AS DESCRIBED IN IT	and the second second	CONTRACTOR OF THE PARTY OF THE		
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT GROER NO. IN ITEM 10A						
B, THE ABOVE NUMBERED CONTRACT. office, appropriation data, etc.) SET FOR C. THIS SUPPLEMENTAL ACREEMENT	TH IN ITEM 14, PURS	UANT TO THE AUTHORITY OF P			as changes i	n paylog
D, OTHISK (Specify type of modification as Mutual Agreement	d authority)					
MPORTANT: Contractor [is not,	X is required to sign	this document and return 1	60	ples to the leads	g office.	F + 14079
DESCRIPTION OF AMENDMENT MODE		v UCP motion headers, includer sol	lokut	lonfcoutract mb	nct metter	
where fessible.) Modification Control Number:						-(1
tue to a Standard Procurement System defe	act, the date shown in i	Block 10B of the SF30 may be inaccu	rate.	That date sho	ald be 30 Ja	n 1998.
HEPEAS, as a result of Modification PODI1	4-and P00124. the core	rimust and the contractor have agr	and b	o modify the co	ntract and	
						*
HETEAS, the contractor has submitted a p	roposal for this definition	ration modification; and				
HEFEAS, the parties have negotiated an ex	guitable adjustment for t	his modification partaining to SubCL	No O	DITAA and CLI	N 0019 as	
how n herein.						
						N ENERGY IN
pr as provided bards, all terms and conditions of the L. NAME AND TITLE OF SIGNER (Type o	The state of the s	IGA. NAME AND TITLE OFC	market and the	the second process of the second post of the second	I NEW YORK OF THE PARTY OF THE	or nriet)
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SUMMARY OF CHANGES

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

WHEREAS, this modification definitizes P00114 in accordance with negotiated agreement; and

WHEREAS, the contract values are adjusted based on the differences between the negotiated settlement and the not to exceed amount incorporated by Modification P00114

Administrative Modification A00001 dated 23 May 05 Contract Payment Instructions is hereby replaced by language in this modification Section G.

The Government will update the Security Classification Guide prior to contractor orbit testing to accommodate the placement of radar track data on the appropriate network.

When dates are stipulated by Fiscal Year Quarters in this contract modification or any of attachments, it is assumed that the date is through the last day of the month of the stated quarter.

NOW, THEREFORE, the contract is modified as follows:

- 1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS:
- a. Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract for CLIN 00017, SUBCLIN 0017AA, 0017AB, 0017AC, CLIN 0018 and replace with the CLIN structure shown below:
- B-1. <u>LINE ITEM DESCRIPTION</u>: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u> <u>SUPPLIES OR SERVICES</u> <u>QUANTITY</u> <u>UNIT</u> <u>AMOUNT</u>

BASIC (SEGMENT 1)

0017 JLENS SDD Program

Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program", SW-JLENS-SDD-2006, 30 November 2006, incorporated berein and attached as set forth in Section J hereof.

CLIN	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT
0017AA	SDD JLENS Systems Design, development, procurement, fabrication, integ delivery of two (2) SDD JLENS systems.	See B-18 gration, testing, an	d	\$1,428,796,312
0017AB	JLENS SDD Systems Studies/Exercises	(b)(3	3)(A)	\$118,25 0
0017AC	JLENS SDD Systems Studies/Exercises	(b)(3))(A)	\$190,000
0018	Contract Data Requirements List (CDRL) Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 through B062, incorporated herein and attached by reference as set forth in Section J bereof.	1	Lot	Not Separately Priced
9019	OPTION 6 5 TH Acrostat Platform Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Scusor System (JLENS) System Development and Demonstration (SDD) Program" incorporated berein and attached as set forth in Section J bereof.			
0019AA	5 th Acrostat Platform	See B-20		\$22, 195,610

b. The following clauses have been added to Section B and replace all previous Section B references for incentive fee for SubCLIN 0017AA/CLIN 0018,

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

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

Target Cost
Target Fee

(b)(4)

Incentive Arrangement: Maximum Fee:
Minimum Fee:
(b)(4)

(Share Rano: Government/Comractor)		
Underrun: for the amount by which the total allowable cost is maximum fee is attained.	less than the target cost until	(b)(4)
Overrun: for the amount by which the total allowable cost exceeds fee is attained.	eeds the target cost until minimum	(b)(4)
FAR 52.216-10 INCENTIVE Paragraph (e)(1) is stated as follows: (e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by total allowable cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the target cost or decreased by the cost is less than the	dollar that the total allowable cost	(b)(4)
B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIM INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:	UM INCENTIVE FEE. AND	
SUBCLIN 0017AA - (Two SDD JLENS Systems)		
a. Target cost:		
b. Target fee:		
c. Minimum incentive fee:		
d. Maximum incentive fee:		
e. Total target cost and target fee: \$1,428,796,312		
B-20 TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMU	IM INCENTIVE FEE, AND	

INCENTIVE ARRANGEMENT FOR SUBCLIN0019AA:

SUBCLIN 0019AA - (One 5th Aerostat Platform)

a. Target cost:

Target fee:

(b) (4)

c. Minimum incentive fee:

d. Maximum incentive fee:

\$ 22,195,560

c. The following clauses have been changed in Section B:

e. Total target cost and target fee:

(2) B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items CLIN 0001/0002 through, 0015/0016 is considered complete and/or restructured into CLIN 00017/0018; CLIN 0017/0018 and 0019 (if exercised) shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are

not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0018 and/or delivery is complete and such are accepted by the Government as being satisfactory. Fee payments for SubCLIN 0017AA and 0019AA will also not become final unless and until completion of the milestones listed in F-5. 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. SubCLIN 0017AA will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- c. SubCLIN 0017AB and 0017AC will be considered completed based upon the statement of work requirements.
- d. CLIN 0018 will be considered complete based upon a determination that all data and reports have been submitted and accepted/approved, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.
- e. SubCLIN 0019AA (if exercised) will be considered complete based upon the delivery of 5th Aerostat Platform NLT the end of 2nd Quarter, FY12.
- (3) B-12. <u>SEPARATE APPLICATION OF FUNDING</u>: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets 0017AA/0018, and 0019.
- 2. SECTION F DELIVERIES OR PERFORMANCE is changed as follows:
 - a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:
- 1. Performance of Contract Line Items CLIN 0001/0002 through, 0015/0016 is considered complete and/or restructured into SubCLIN 0017AA/CLIN0018,
- 2. The contractor shall complete the task required by SubCLIN 0017AA (restructured from CLINs 0005AB and 0007AB) and complete delivery of all data and reports required by CLIN 0018 by 30 SEP 2012.
- 3. SubCLIN 0017AB and 0017AC will be considered completed based upon the statement of work requirements.
- 4. The contractor shall complete the task required by SubCLIN 0019AA and complete delivery by 31 MAR 2012, if exercised.
 - b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD:

MILESTONE EVENT

TIME PERIOD

CLIN 0017

Orbit SRR

First Quarter FY07

Orbit SFRR

First Quarter FY07

Orbit SFR

Second Quarter FY07

Platform PDRR

Second Quarter FY07

FCR PDRR/CDRR Third Ouarter FY07

Sur PDRR First Quarter FY08

Processing Station & CP PDRR First Quarter FY08

Platform CDRR Second Quarter FY08

Orbit PDR Second Quarter FY08

Sur CDRR Fourth Quarter FY08

Processing Station & CP CDRR Fourth Quarter FY08

Orbit CDR Second Quarter FY09

Fire Control System Ground TRR Fourth Quarter FY10

SuR System Ground TRR Fourth Quarter FY10

Orbit #1 Elevated Test Complete First Quarter FY11

Production Readiness Review First Quarter FY11

Orbit #2 Elevated Test Complete Second Quarter FY11

Elevated Test Report Second Quarter FY11

Limited User Test (LUT) TRR Second Quarter FY11

Processing Station SW (TBM, SMTI, LCR) Build 4 Demo Third Quarter FY11

Log Demo First Quarter FY12

Product Qualification Test (PQT) Complete/DD250 Second Quarter FY12

c. Paragraph F-6, DD 250 (Applicable to SubCLIN 0017AA and 0019AA, if exercised), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL B016. This process will verify compliance to the system specification.

- 3. SECTION G CONTRACT ADMINISTRATION DATA.
 - a. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA is modified to add the following:

CLINS 0017:

ACRN: KM

CUMULATIVE AMOUNT: \$189,293,000

ACCT CLASS: 21 7 2040 5L 5L68 P17419E555L 255Y 4M7J730000 \$01021

4M7J730000/74MJLE/4M

ORDER NO: 4M7J730000-02 FUNDED AMT \$144,293,000 (P00132)

35 April 3

b. The contractor shall invoice by ACRN as specified in the CLIN/ACRN structure in Section B of the contract. The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher (or as specified herein).

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

SU	BCLIN 0017AA:	•		THIS	CUMULATIVE
		PRIOR	M	<u>ODIFICATION</u>	TOTAL*
(1)	Amount Required for Full Funding,				1,428,196,312
	Including Fee:	\$1,294,063,312	\$	(144,293,800)	1,428,196,312 \$1,149,770,312
(2)	Amount Allotted Under the LOF Clause				α V
	for Payment of Costs:				(6/14)
(3)	Amount Separately Obligated for				(-),
• -	Payment of Fee:				
(4)	Total Amount Allotted and Obligated:	\$ 134,733,000	\$	144,293,000	\$ 279,026,000
(5)	Net Amount Required for Full Funding	\$1,294,963,312	\$	(144,293,000)	\$ 1,149,770,312
(6)	Estimated Period of Performance the Allotter	i Amount Will Cover	r: 3	0 SEP 2007	
* The	ese figures take into consideration the negotiated to	tal value of SubCLIN (2017	'AA.	

- 4. SECTION H SPECIAL CONTRACT REQUIREMENTS is changed as follows:
 - a. Paragraph H-3, OPTIONS, is changed to read as follows:

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:

<u>OPTION</u> <u>DATE</u>

SUBCLIN 0019AA NLT 01 SEP 2010

- b. Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT:
 - (1) Paragraph c. is changed as follows:
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$279,026,000 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder.

H-19 Incentive Fee Structure and Payment for CLIN 0017, System Development and Demonstration (SDD) a. General. SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) annies only to the Schedule Incentive. The contract price amount of \$1,428,796,312 includes a target cost of which includes facilities capital cost of of cost and f target cost less facilities capital cost of money. money) and a target incentive fee vhich i b. Cost Incentive. (1) The target fee payable under SubCLIN 0017AA is of the target cost less facilities capital cost of money an amount equal to \$117,036,703. (2) The maximum fee payable under SubCLIN 0017AA the target cost less facilities capital cost of h amount equal to (3) The minimum fee payable under SubCLIN 0017AA i the target cost less facilities capital cost of money n amount equal to (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio intractor for actual costs less than the target cost, and a ratio of Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract. c. Schedule Incentive. flat zone" will be established at the target cost value of (1) A maximum conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from once the program milestones set forth below are conducted. of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. f the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (maximum) is established and will be awarded to the (2) An additional schedule incentive fee pool of contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below: the schedule fee pool, an amount of will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010. will be awarded to the contractor if the contractor the schedule fee pool, an amount of conducts the Test Readiness Review for the Limited User Test NLT 30 November 2010.

(conducts the schedule fee pool, an amount of conducts the Test Readiness Review for the Limited User Test NLT 31 October 2010.

(d) The schedule fee pool, an amount of conducts the Test Readiness Review for the Limited User Test NLT 30 September 2010.

- (e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 January 2011, the contractor is not entitled to any of the schedule fee incentive pool.
- (f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.
- (3) For Earned Value and cost reporting purposes, the target cost value of purposes vill be used.
- (4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.
- d. Changes issued under FAR 52.243-2, Changes Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

H-20 Contractor Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Téchnical Data or Computer Software.

The contractor and its subcontractors have provided document entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software". This document is incorporated into this contract as an attachment listed in section J. This Attachment is incorporated herein by reference as if fully set forth. This attachment identifies and provides information pertaining to certain technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. Proprietary source code will be delivered in accordance with a mutually agreed upon, no fee license. The Government has not investigated nor agreed to the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights as set forth in the Rights in Technical Data - Noncommercial Items (Nov 1995) clause (DFARS 252.227-7013), the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) clause (DFARS 252.227-7014), and the Validation clauses at DFARS 252.227-7019 and 252.227-7037. The contractor reserves the right to submit additional entries to the aforementioned attachment in accordance with the provisions of paragraphs (e)(3) of DFARS 252.227-7013 and 252.227-7014.

The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings on any technical data or computer software delivered under this contract. The contractor agrees that the Government has Unlimited Rights in any deliverable technical data or computer software not listed (or appropriately submitted for inclusion) in the attachment and that such data or software will not be subject to any restrictive markings or legends.

The contractor further agrees to update the Attachment prior to completion of the contract and account for any development accomplished exclusively or partially with Government funds. The contractor also certifies for itself and its subcontractors that all claims to Limited or Restricted Rights in the Attachment and updates are or will be based on items, components, or processes (ICP) or computer software "developed" "exclusively at private expense" as those terms are defined in DFARS 252.227-7013 and 252.227-7014.

001218

H-21 GFP Additional Information:

The government will provide a full battery of equipment for the Road March and 72 hour emplacement demonstration on an as required basis.

5. SECTION J-LIST OF ATTACHMENTS is changed to add the following as shown below:

TITLE	DATE	# OF PAGES
CLIN 0017: JLENS System Development and Demonstration (SDD) Program Statement of Work	30 Nov 06	37
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062	01 Dec 06	63
GFE/GFP/GFS List	13 Dec 06	10
Special Test Equipment/Tooling List	28 Nov 06	2
Indentification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software	07 D ≈ 06	7
JLENS System Performance Specification And Annex A (MIS-PRF-55628) - by reference	01 Nov 06	92
Revised Proposal for JLENS Spiral 2 SDD Volume 2,: Technical (U) – by reference	06 Nov 06	

(End of Summary of Changes)

AMENIPMENT/MODIFICATION NO.	3. ROPECTIVE DATE	A REGUSETION/PURCHASE REG. NO.		5. PROPERT	1 2 NO.(Ifsypticable)	
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(b)(3)(A)

(b)(3)(A)

(i)&Title 10

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this Modification P00133 is to change the Cage Code from:

Raytheon Company
180 Hartwell Road
Radford MA 01730

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

Raytheon Company 350 Lowell Street Andover, MA, 01810

(End of Summary of Changes)

Sec 130 (a)(b)

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A LOND SENS ON COLUMN		ICAMIANI ATI CONTINUA COM	, 1	I.CONTRACT	ID CODE	PAGE OF	PAGES	
AMENDMENT OF SOLICIT	ATIONMOULE	ICATION OF CONTRACT	Cr v lil		3	1		
2. AMENDMENTIMODIFICATION NO.	3. REFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	D. S. PROJECT NO. (Fapplicable)		sbla)			
DADIZU	23 FEB 67							
6.183UED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item6)		COL	DE 9220 5	<u>sa</u>		
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DEPENSE COMMON		SOMPLEHILLORIVE 36972FR2					1/3	X
FO BOX 1500		TEMOSEURY MA 01876						
HUNTSVILLE AL26807-3801								
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, S	tate and Zip Code)	9A	. AMENDM	ENT OF SOL	ICITATIO	ON NO.	
RAYTHEON CONSTANY SSDLCWELL STREET	•	•	H-					
ANDOVER MADIENO			9B.	. DATED (SI	ze item i i) * (1 : 22		
			1.10	A. MOD. OF	CONTRACT	T/ORDER !	NO	-
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				B, DATED (SEE ITEM I	(3)		1
CODE 05716	PACILITY COD			Jan-1996				
11,	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLK	CITATI	ONS				
The above numbered solicitation is sureded as set for	th in Stem 14. The hour and o	ate specified for mostps of Other	is on	umdod.	ir ma caca	ded.		
Offic mit t acknowledge receipt of this amendment pel	or to the hour and date speci	fied in the solicitation or as arounded by one of	de bilowi	lag unthods:	-			
(a) By completing fiers 8 and 15, and entereing or (c) By superior letter or relogram which includes a r		; (b) By acknowledging receipt of this arrendon						
RECEIVED AT THE PLACE DESIGNATED FOR T					IO BE			
REJECTION OF YOUR OFFER. Mby virtue of this a					ior.			
provided each telegramer letter makes reference to the		Tent, and is received prior to the opening hour a	and date sp	ecidos.				
12. ACCOUNTING AND APPROPRIATION D	ATA (If required)							
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		O MODIFICATIONS OF CONTRACT: TAORDER NO. AS DESCRIBED IN ITI		RS.			ĺ	
A. THIS CHANGE ORDER IS ISSUED PURS				M IA ARE M	ADR IN TH	ıF.		- {
CONTRACT ORDER NO. IN ITEM IOA.	DANT FO. (aposity as	many, me diamental form	44116	Pt 1-7 /400 (#	DWE JIY 111			
B. THE ABOVE NUMBERED CONTRACTA office, appropriation date, etc.) SET FORT	TH IN ITEM 14, PURS	UANT TO THE AUTHORITY OF FA			s changes in	paying		
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 43.103(a) Mulual Agritt, FAR 52.232-2								Í
D. OTHER (Specify type of modification and		Carges Cause						i
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E. IMPORTANT: Contractor Is not.	X is required to sign	this document and return 1	copies (to the issuing	office,		4	
14. DESCRIPTION OF AMENDMENT MODIF	CATION (Occasional)	r I CE section bendings includes solic	it et ion fo	name add	not institut			i
where (easible.)	CXT KOT (Organizati)	A CC. Service Mennage Management	ACMINICAL DE		or merco		(4	6)
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and the party of t								
The purpose of this Modification F00134 is to			ne) to su	ipport		(b)(3)(A)	A)(i)&Titl	e
Additional funding in the amount of	d \$2 8,342 is provided	to support CLIN 0020AA.				10 Sec 1	130 (a)(b)	
Except as referenced above, all other terms a	and coordinate of the or	honordona nicento tectuno tentri						-
		Short street care i de la recentifica.						
Encept as provided herein, all turns and conditions of the de	ecument offensed in Rem9.	A or IOA, as hereto fore changed, annaire machat	nged and b	a feli force and	affet.			1
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	6	10 10 X I			(48 CFR) 53			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0020 is added as follows:

ITEM NO SUPPLIES/SERVICES

QUANTITY I UNIT UNIT PRICE

LOT

AMOUNT

\$28,342.00

JLENS SDD System Tests/Demonstrations

CPFF

0020AA

To provide funding for JLENS Support to the language exercise for a NTE amount of \$28,342,00.00. Period of Performance is 23 February 2007 through 30

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

130 (a)(b)

March 2007. FOB: Destination

NET AMT

\$28,342.00

ACRN KN

\$28,342.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$28,342.00.

SUBCLIN 0020AA:

Funding on SUBCLIN 0020AA is initiated as follows:

ACRN: KN

Acctng Data:

AA97704001202187JT0160605166000085848465126J667100F67100FSR:038037PSR:719264DSR:191356PRON

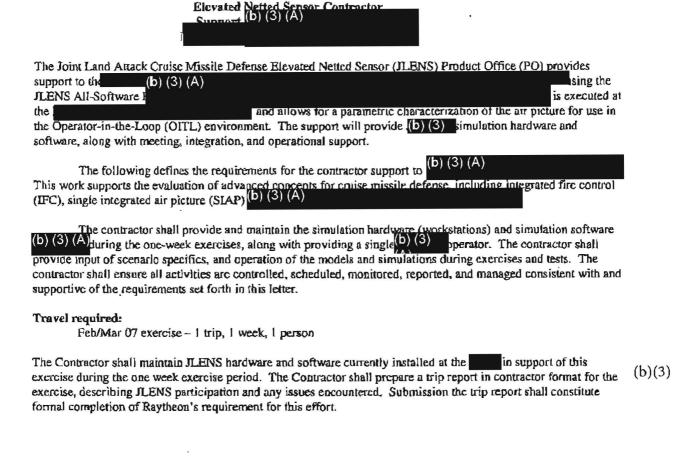
:FIAFIW7005G001 Increase: \$28,342.00 Total: \$28,342.00

(End of Summary of Changes)

- The following items are applicable to this modification:

SECTION C - DESCRIPTIONS AND SPECIFICATIONS STATEMENT OF WORK

Revised 23 February 2007



Joint Land Attack Cruise Missile Defense

001241

001245

Statement of Work (SOW)

JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR

CONTRACTOR SUPPORT	
	(b)(3)(A)
The Joint Land Attack Cruse Missile Defense Flevated Netted Sensor (II FNS) Product Office (PO) provides support to the exercises using the ILENS All-Software is executed at the Warfare Center (VWC), and allows for a parametric characterization of the air picture for use in the Operator-in-the-Loop (OITL) environment. The comractor will operate and maintain existing hardware and software, during the one week exercise period.	
2.1 This Statement of Work (SOW) defines the requirements for the contractor support to exercises. This work supports the evaluation of advanced concepts for cruise missile defense, including integrated fire control (IFC), single integrated air picture (SIAP) 2.2 The contractor snall operate and maintain the simulation hardware (workstanens) and software during this one-week exercise, by providing a single operator is accordance with the requirements of paragraph 3.2 below. The contractor shall support scenario implementation and operation of the ILENS simulations during the one week exercise and test period 2.3 Period of Performance for this CLIN is 23 February 2007 through 39 March 2007.	(b)(3)(A)
3.0 PROGRAM MANAGEMENT 3.1 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 3.2 Travel Test exercise support at the) (A)
3.3 Deliverables and Data Management 3.3.1 The Couractor shall operate and maintain ILENS hardware and software currently installed at the During the one week exercise period 3.3.2 The contractor level of effort during this CLIN shall be limited to those house hid in Structure.	(b)(3)(A)