

DEPARTMENT OF THE ARMY

UNITED STATES ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA 35898-5120

ON OF: 9 October 2014

Legal Office

Ms. Julia Horwitz Electronic Privacy Information Center 1718 Connecticut Avenue NW, SUITE 200 Washington, DC 20009

Dear Ms. Horwitz:

This is our fourth and concluding release of the remaining documents responsive to your Freedom of Information Act (FOIA) request to the Department of the Army dated 1 November 2013 and seeking, in summary, records pertaining to the capabilities of the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), to include JLENS contracts and statements of work reflecting said capabilities. Enclosed are four documents responsive to your request, Contract Nos. W9113M-09-C-0202 (53 pages), W9113M-12-C-0005 (115 pages), DASG60-98-C-0001 (2,896 pages), and W31P4Q-10-C-0003 (991 pages). Portions of these 4,055 pages provided have been redacted pursuant to FOIA Exemptions 3, 4, 6, and 7(E) (5 U.S.C. § 552(b)(3), (b)(4), (b)(6), and (7)(E) respectively).

Exemption 3 of the FOIA incorporates the various nondisclosure provisions that are contained in other federal statutes. Title 10, United States Code (U.S.C.), Section 130 permits the withholding of certain technical data from public disclosure. The custodial agency has determined that, in accordance with DoD Directives implementing Section 130, the documents in question contain critical technical data with military or space application not intended for release to the public or foreign governments without an approval, authorization, or license under the Export Administration Act of 1979 (Title 50, U.S.C. App., Sections 2401-2420) or the Arms Export Control Act (Title 22, U.S.C., Section 2751 et seq.).

Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential.

Exemption 6 protects information contained in personnel and medical files and similar files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Exemption 7(E) protects records whose release would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could

reasonably be expected to risk circumvention of the law. In this particular case, the use of Exemption 7(E) is invoked in the context of national (military operational) security.

Although I am aware that your request is the subject of ongoing litigation and appeals are not ordinarily acted on in such situations, I am required by statute and regulation to inform you of your right to file an administrative appeal. Any such appeal should be addressed to the United States Army Aviation and Missile Command Legal Office, Attention: AMSAM-LG, 5300 Martin Road, Redstone Arsenal, Alabama 35898-5000, for forwarding to the Army General Counsel for final disposition on behalf of the Secretary of the Army. If you elect to file an appeal, it must be postmarked no later than 60 calendar days after the date of this interim release letter and include a copy of this letter. In your appeal letter, you must provide a statement of the reasons why you believe this initial decision to be in error. The appeal envelope and letter must be clearly marked "Freedom of Information Act Appeal."

Sincerely,

Fred W. Allen Chief Counsel

Enclosures

AWARD/CONTRACT IS UNDER DPAS(15 CF					RATING	PAGE OF PAGES
2. CONTRACT (Noc. == 10) NO.	3. EFFECTIVE D		Jul 09	4. REQUIST	TIONPURCHASE REQUEST	
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3. AUTHORITY FOR USING OTHER	THAN FULL AND O	PEN	14. ACCOUNTING	AND APPRO	PRIATION DATA	
COMPETITION: [X] 10 U.S.C. 2304(e)(1) [])	See Schedule			
	UPPLIES SERVICES		ISC. QUANTITY	ISD. UNIT	15E. UNIT PRICE	15F. AMOUNT
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	16		OF CONTENTS			
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Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

LETTER CONTRACT

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

Section B - Supplies or Services and Prices

ITEM NO 0001	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE	AMOUNT TBD	
0001	Scope of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Scnsor System (JLENS) Support of CPFF FOB: Destination		(b)(3)
	ESTIMATED COST FIXED FEE	TBD TBD	i
	TOTAL EST COST + FEE ACRN AA CIN: 000000000000000000000000000000000000	\$504,834.00	vi

ITEM NO 0002

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Contract Data Requirements List (CDRL), DD Form 1423, consisting of Data Item No. A001 through A003, with Data Item Descriptions, incorporated herein and attached as set forth in Section J, hereof.

FOB: Destination

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COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

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

- b. CLIN 0001 will be considered complete based upon successful performance of the effort described in the Statement of Work attached in Section J hereof.
- c. CLIN 0002 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

Section F - Deliveries or Performance

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PERIOD OF PERFORMANCE:

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

ACCOUNTING AND APPROPRIATION DATA

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

- a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.
 - b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.
- c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.
- d. The contractor shall identify on each public voucher: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the Order Number/PRON; and (3) the words "BMD CONTRACT" in bold type on the face page of the voucher. Since vouchers are paid by Order Number/PRON within accounting classification, it is necessary that the Order Number/PRON be shown on each voucher.
- e. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.
- f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F hereof.
- g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).



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

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

CONTRACTING ACTIVITY REPRESENTATIVES:

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

(5) Net Amount Required for Full Funding:

(D)(G)

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

CLINs 0001 and 0002:

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

Section H - Special Contract Requirements

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PUBLIC RELEASE OF INFORMATION:

- a. In accordance with DFARS 252.204-7000, Disclosure of Information, the contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.
- b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

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

- c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.
- d. If there is no response within 30 days, the Contractor shall resubmit the request to:

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

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

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

- b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:
- (1) DISTRIBUTION STATEMENT F Further dissemination only as directed by SMDC-IO-P or higher DOD authority.
- (2) WARNING This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.
- (3) DESTRUCTION NOTICE For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.
- c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.
- d. Peer-reviewed publications and student theses generated as a result of work performed under this contract requires a 90-day publication delay period. Peer-reviewed publications and student theses must be submitted to the Government technical representative for review and comment at least 90 days prior to the date of any proposed presentation.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

Name

Office symbol

Phone Number

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

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

H-. KEY PERSONNEL:

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

b. Key Personnel List:

NAME

POSITION

TBD

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

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

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

Patents - Reporting of Subject Inventions:

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

YEAR 2000 COMPLIANCE:

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

		77 2004
52,202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal	JAN 1997
	or Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2007
	Transactions	
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting	SEP 2006
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.215-2	Audit and RecordsNegotiation	MAR 2009
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	JUL 2005
52,215 10	(PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other	OCT 1997
32.213-21	Than Cost or Pricing DataModifications	
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-23	Execution And Commencement Of Work	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
	Payment For Overtime Premiums	JUL 1990
52.222-2	Convict Labor	JUN 2003
52.222-3	Prohibition Of Segregated Facilities	FEB 1999
52.222-21	Equal Opportunity	MAR 2007
52.222-26	Equal Opportunity Equal Opportunity For Special Disabled Veterans, Veterans	SEP 2006
52,222-35	of the Vietnam Era, and Other Eligible Veterans	BLI 2000
	or the Vietnam Era, and Other Englore Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans,	JEE 2000
	Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2004
52.222-39	Notification of Employee Rights Concerning Payment of	DEC 2004
	Union Dues or Fees	N# 437 0001
52.223-6	Drug-Free Workplace	MAY 2001
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	DEC 2007
52.227-11	Patent RightsOwnership By The Contractor	DEC 2007

52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52,232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52,232-25	Prompt Payment	OCT 2008
52,232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	ChangesCost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Jun 2007) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252,204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52,204-7) Alternate A	SEP 2007
252,204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holder	sDEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled	DEC 2006
	By The Government of a Terrorist Country	
252,215-7000	Pricing Adjustments	DEC 1991
252,215-7002	Cost Estimating System Requirements	DEC 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and	JUN 1995
	Noncommercial Computer Software Documentation	
252,227-7015	Technical DataCommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-	JUN 1995
	Furnished Information Marked with Restrictive Legends	
252,227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	PatentsReporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252,232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
202,202-7000	Reports	
252,235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252,235-7011	Final Scientific or Technical Report	NOV 2004
202,200 1044		

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

CLAUSES INCORPORATED BY FULL TEXT

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$504,834 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$504,834 dollars.

(End of clause)

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

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

(b) The schedule for definitizing this contract is:

Submission of Proposal

60 days after award of letter contract

Begin Negotiations

120 days after award of letter contract

Contract Definitization

180 days after award of letter contract

- (c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided with completion of the contract, subject only to the Limitation of Government Liability clause.
- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

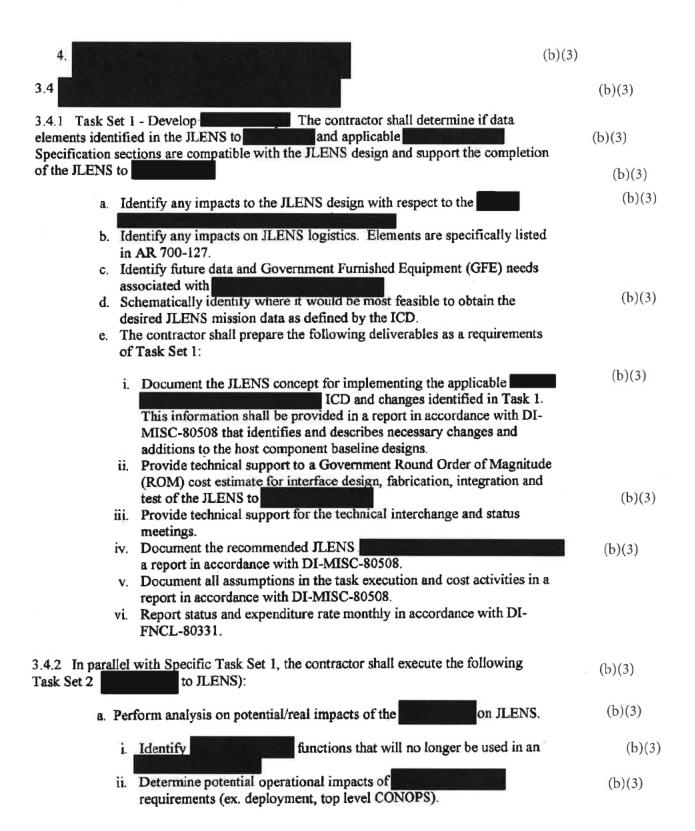
PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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

Statement of Work (SOW) Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)

Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)	
Revision 1 10 November 2009	(b)(3)
1.0 Scope: The purpose of this SOW is to define the requirements for JLENS support of the and is planned as a two-phased, continuous effort. The first phase will generate interface documentation and identify the necessary information to develop a budgetary input for the cost of designing	(b)(3)
and developing an for the JLENS side of the will continue the effort and its interfaces with the Phase I will transition to Phase II with the award of the the Milestone B decision) and Phase II will end at the scheduled 5 months after the	(b)(3) (b)(3) (b)(3)
2.0 Applicable Documents: Applicable top level documents are contained in Enclosure (2) to the contract, Document Summary List (DSL), by number, title and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.	
3.0 Requirements:	
3.1 Release of any Government Furnished Information (GFI) developed under this task will be approved by the The contractor shall not provide any data generated under this task to This does not preclude the contractor from exchange of information with other contractor programs outside the scope of the task.	(b)(3) (b)(3)
3.2 The contractor shall mark all deliverables with the appropriate data rights legends and shall be handled accordingly. The contractor shall ensure that all data items are prepared, updated, delivered and tracked In Accordance With (IAW) contract requirements. According to paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items Clauses at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and DFARS 252.227-7014 form, fit and function technical data is to be delivered with Unlimited Rights. Any and all costing data associated with this tasking shall be for Government use only and shall not be shared with	(b)(3)
3.3 GFI: The Government will provide the following as GFI:	
Draft Government developed Interface Control Document (ICD) 2.	
3	(b)(3)



3.5	Phase 2.	Activities	(b)(3)
		ontractor shall begin to work with the JLENS Product Office personnel to tions for maximizing commonality.	
	a.	Specific development with focus on design and implementation of the	(b)(3)
	b.	Perform trade studies and analysis	(b)(3)
	c. d.	Support Reviews and Preparations. Identify required Statement, and testing needed to support	(b)(3
	e.		(b)(3) (b)(3)
	f.	Determine cost, schedule, and level of effort required for implementation (integration into JLENS systems).	
	g.	Deliverables:	
		i. Inputs to the in a report in accordance with DI-MISC-80508.	(b)(3)
		ii. Review and provide first-order assessment of JLENS integration and test impacts to the in	(b)(3)
		a report in accordance with DI-MISC-80508. iii. Cost and Schedule Estimate for JLENS and testing with required through in a	(b)(3)
		report in accordance with DI-MISC-80508. iv. Required GFE and Delivery Schedule in a report in accordance with DI-MISC-80508.	(b)(3)
3.5.2	The co	entractor shall, at the	(b)(3)

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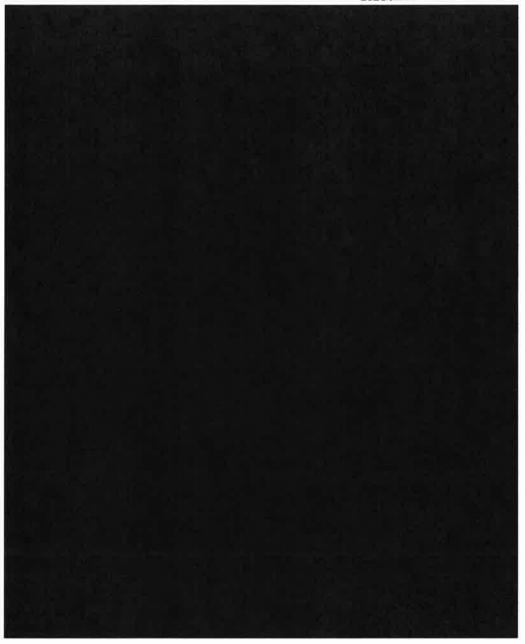
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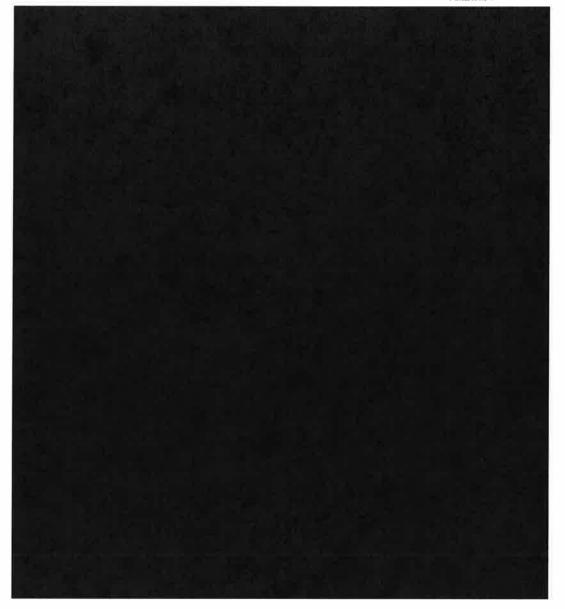
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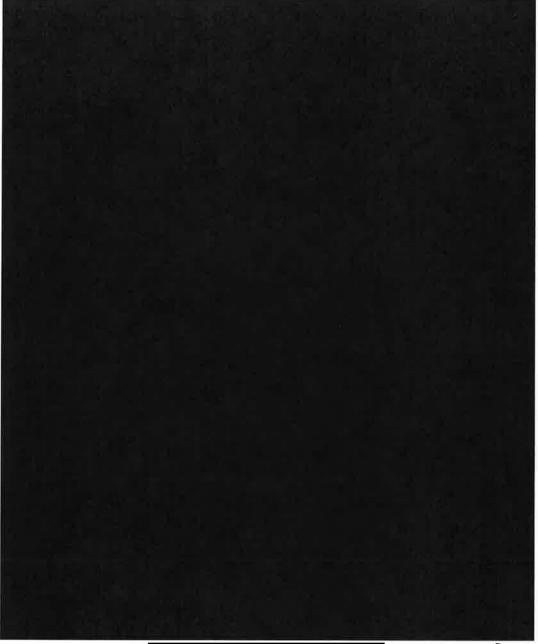
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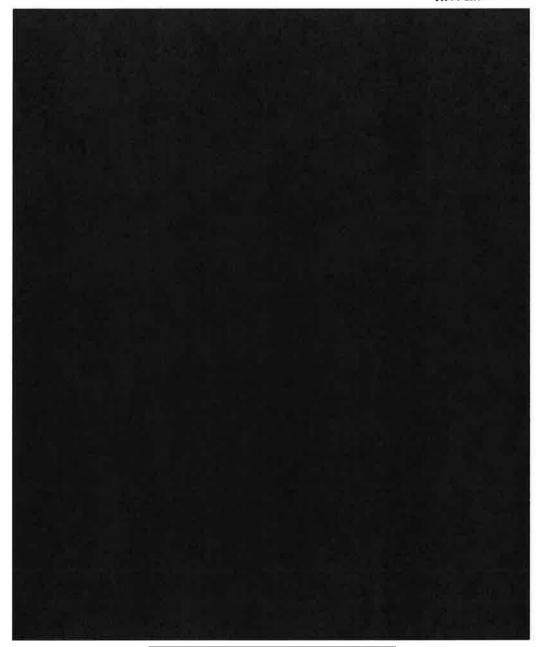
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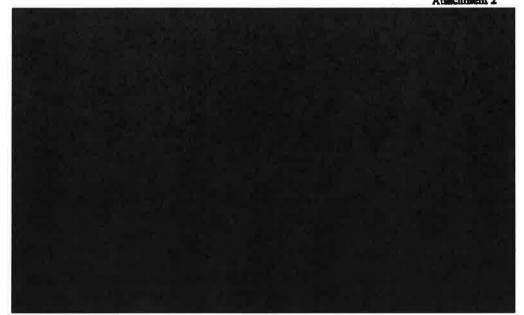
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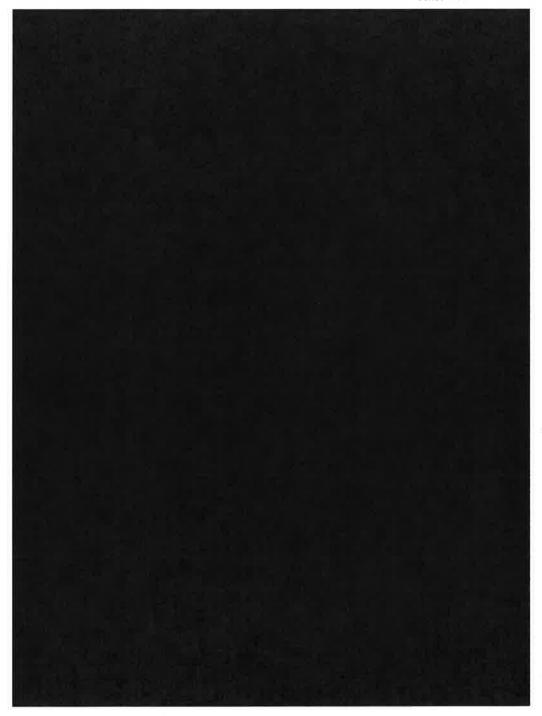
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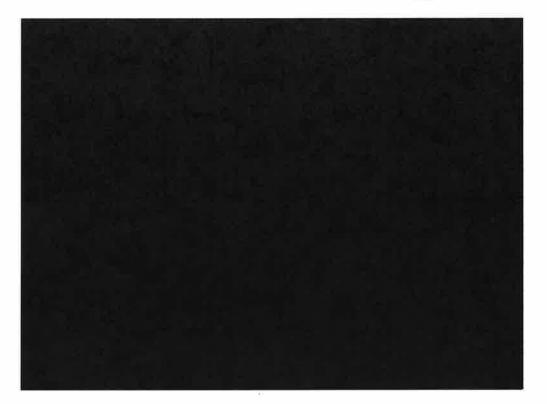
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APPROVED BY OIRM 11-84

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been deleted:

A01

LETTER CONTRACT

OCT 2001

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost as been added.

The fixed fee as been added.

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

(b)(d)

The following have been modified:

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

- a. Performance of Contract Line Items 0001 and 0002 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0001 and delivers data required by CLIN 0002 and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of CLIN 0001, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of CLIN 0001 under the LIMITATION OF COST or FUNDS contract clause.
- b. CLIN 0001 will be considered complete based upon successful performance of the effort described in the Statement of Work attached in Section J hereof; upon submission of a Certification of Completion by the contractor; and upon acceptance of such certification by the government.
- c. CLIN 0002 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

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

CLINs 0001 and 0002:

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

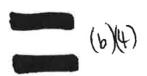
\$943,531

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

(3) Amount Separately Obligated for Payment of Fee:

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:



\$504,834

\$438,697

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

PUBLIC RELEASE OF INFORMATION:

- a. In accordance with DFARS 252.204-7000, Disclosure of Information, the contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.
- b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

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

(6)(6)

- The Technical Monitor shall process the request in accordance with SMDC Form 614-R.
- d. If there is no response within 30 days, the Contractor shall resubmit the request to:

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

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

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

Name

Office symbol

Phone Number

SFAE-MSLS-CMDS-JLN

(b)b)

- b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.
- c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

KEY PERSONNEL:

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

b. Key Personnel List:

NAME

POSITION



Program Manager

APR 2008

(b)(b)

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

The following have been deleted:

52.204-7

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Central Contractor Registration

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

TTTLE	DATE	# OF PAGES
Revision 1, Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)	10 Nov 09	4 (b)(3)
Contract Data Requirements List (DD Form 1423), Data Item No. A001 through A003, with Data Item Descriptions	28 May 09	9
Contract Security Classification Specification (DD Form 254)		11

(End of Summary of Changes)

Statement of Work (SOW) Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)

10 November 2009	(b)(3)
1.0 Scope: The purpose of this SOW is to define the requirements for JLENS support of the and is planned as a two-phased, continuous effort. The first phase will generate interface documentation and	(b)(3)
identify the necessary information to develop a budgetary input for the cost of designing and developing an . For the JLENS side of the the second phase will continue the effort and its interfaces with the	(b)(3) (b)(3)
Phase I will transition to Phase II with the award of the contract (based upon the Milestone B decision) and Phase II will end at the scheduled 5 months after the	(b)(3)
2.0 Applicable Documents: Applicable top level documents are contained in Enclosure (2) to the contract, Document Summary List (DSL), by number, title and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.	
3.0 Requirements:	
3.1 Release of any Government Furnished Information (GFI) developed under this task will be approved by the	(b)(3) (b)(3)
3.2 The contractor shall mark all deliverables with the appropriate data rights legends and shall be handled accordingly. The contractor shall ensure that all data items are prepared, updated, delivered and tracked In Accordance With (IAW) contract requirements. According to paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items Clauses at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and DFARS 252.227-7014 form, fit and function technical data is to be delivered with Unlimited Rights. Any and all costing data associated with this tasking shall be for Government use only and shall not be shared with	(b)(3)
3.3 GFI: The Government will provide the following as GFI:	
Draft Government developed Interface Control Document (ICD) 2.	
2. 3.	(b)(3)

4.	(b)(3)
3.4 Phase 1	(b)(3)
3.4.1 Task Set 1 - Develop The Contractor shall determine if data elements identified in the JLENS to and applicable Specification sections are compatible with the JLENS design and support the completion of the JLENS to	(b)(3) (b)(3)
a. Identify any impacts to the JLENS design with respect to the	(b)(3)
 Identify any impacts on JLENS logistics. Elements are specifically listed in AR 700-127. 	
c. Identify future data and Government Furnished Equipment (GFE) needs associated with d. Schematically identify where it would be most feasible to obtain the desired JLENS mission data as defined by the ICD. e. The contractor shall prepare the following deliverables as a requirements of Task Set 1:	(b)(3)
i. Document the JLENS concept for implementing the applicable and changes identified in Task 1. This information shall be provided in a report in accordance with DI-MISC-80508 that identifies and describes necessary changes and additions to the host component baseline designs. ii. Provide technical support to a Government Round Order of Magnitude	(b)(3)
(ROM) cost estimate for interface design, fabrication, integration and test of the JLENS to	(b)(3)
iv. Document the recommended JLENS a report in accordance with DI-MISC-80508. v. Document all assumptions in the task execution and cost activities in a report in accordance with DI-MISC-80508. vi. Report status and expenditure rate monthly in accordance with DI-FNCL-80331.	(b)(3)
3.4.2 In parallel with Specific Task Set 1, the contractor shall execute the following Task Set 2 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	(b)(3)
a. Perform analysis on potential/real impacts of the on JLENS.	(b)(3)
i. Identify functions that will no longer be used in an	(b)(3)
ii. Determine potential operational impacts of	(b)(3)

	iii. Identify host functions that will be modified but not completely replaced under the	(b)(3)
	iv. Identify new function that will be introduced under the	(b)(3)
b.	The contractor shall prepare and deliver the following deliverables:	
	i. Derive and evaluate options to mitigate any JLENS changes caused by the proposed	(b)(3)
	ii. Identify all impacts on logistics elements listed in AR 700-127 caused by the proposed	(1.)(2)
	 Recommend proposed JLENS concept for high level IMP/IMS for development, production and deployment in a report in accordance with DI-MISC-80508. 	(b)(3)
	iv. Document results and recommendations in a report laying out impacts, options considered, Cost as an Independent Variable (CAIV) opportunities and recommendations on and specifications for JLENS in a report in accordance with DI-MISC-80508.	(b)(3)
	 Document all assumptions and caveats in the task execution and cost activities that affect the costing data in a report in accordance with DI- MISC-80508. 	
	 Provide the results of Task 2 at the Technical Review in accordance with DI-ADMN-81373. 	
3.4.3 Phase I Milestones:	Milestones: The contractor shall comply with the following Phase I	
a.	Within one week of contract award, support a Government kick-off meeting with:	
	 A plan and schedule of activities/milestones whose execution results in documentation of an Interface Data Package that complies with the Government ICD, applicable 	(b)(3)
	ii. A list of requirements for GFI.	(b)(3)
b.	Within 45 days of contract award, provide an end of task report/briefing from both Task Sets 1 and 2 on the compliant host component implementation.	
c.	Within 45 days of contract award, complete JLENS contractor cost inputs for developed under Task Sets 1 and 2), delivered in contractor format.	(b)(3)
4	Support II FNS final technical review events	

3.5	Phase 2.		(b)(3)
		ntractor shall begin to work with the JLENS Product Office personnel to ions for maximizing commonality.	
	a.	Specific development with focus on design and implementation of the	(b)(3)
	b.	Perform trade studies and analysis of the studies and impacts to ILENS.	(b)(3)
	c. d.	Support Reviews and Preparations.	(b)(3)
	е.	the program. Identify required documentation needed to support with	(b)(3
	f.	Determine cost, schedule, and level of effort required for implementation	
	g.	(integration into JLENS systems). Deliverables:	
		i. Inputs to the in a report in accordance with DI-MISC-80508.	(b)(3)
		ii. Review and provide first-order assessment of JLENS integration and test impacts to the a report in accordance with DI-MISC-80508.	(b)(3)
		iii. Cost and Schedule Estimate for JLENS and its testing with required through program in a	(b)(3)
		report in accordance with DI-MISC-80508. iv. Required GFE and Delivery Schedule in a report in accordance with	(b)(3)
		DI-MISC-80508.	
3.5.2	The co	ntractor shall, at the provide an provide an	(b)(3)

AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT		U. CONTRACT	ID CODE	1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	dO (Ifappli	cable)
F00001	04-Feb-2010						
6. ISSUED BY CODE USASM DC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		COI	DE \$2205	5A	
8. NAME AND ADDRESS OF CONTRACTOR	(No Street County S	State and Zin Code)	19	A. AMENDM	ENT OF SOI	LICIT AT	ION NO.
8, NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400	(No., erredi, county, c	sate and Esp Cook)	9	B. DATED (S	EE ITEM 11)	
		ž.	-	0 A. MOD. OF N9113M-09-C			LNO.
				0B. DATED 14-Jul-2009	(SEE ITEM	13)	
CODE 05716	FACILITY COL	PPLIES TO AMENDMENTS OF SOLI					
The above numbered solicitation is amended as set for				extended,	is not exter	dad	
Offer must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the	copies of the amendment reference to the solicitation; HE RECEIPT OF OFFERS	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI ngc an offer already submitted, such change may b	ent on e ACKNO D MAY be made	ach copy of the of DWLEDGMENT RESULTIN by telegram or le	TO BE		
12. ACCOUNTING AND APPROPRIATION E	OAT A (If required)						
See Schedule							
13. THISIT	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT	S/ORI	DERS.			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	UANT TO: (Specify a				MADE IN T	HE	
B. THE ABOVE NUMBERED CONTRACT/	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATI	VE CI	IANGES (such	as changes it	ı paying	
office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA	R 43.	103(B).			
C. THIS SUPPLEMENTAL AGREEMENT	SENTEREDINTOPO	JRSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and UNILATERAL: FAR 52.232-22, "Limitation of	d authority) of Funds"						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copi	es to the issuin	g office.		
DESCRIPTION OF AMENDMENT/MODII where feasible.) Modification Control Number: To provide incremental funding in the amount			citatio	n/contract sub	ject matter		(b)(d)(b)
	, 1						
					İt		
							-
Except as provided herein, all terms and conditions of the		9A or IOA, as heretofore changed, remains unche	anged a	nd in full force and	d effect.	on spine)	
15A. NAME AND TITLE OF SIGNER (Type of	or print)	TEL:		EMAIL:	ICER (1 ype	or print)	(b)(6) (b)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE				160	CDATE	SIGNED
175. CONTRACTOROTTEROR	150.0.110	B7.				4-Feb-20	10
(Signature of person authorized to sign)		(Signature of Contracting Of	fficer)		- l	, , CD-ZU	

30-105-04 DDDD44

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000101 is added as follows:

ITEM NO

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

000101

Funding for CLIN 0001

CPFF

FOB: Destination

ACRN AB

\$438,697.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$438,697.00 from \$504,834.00 to \$943,531.00.

SUBCLIN 000101:

Funding on SUBCLIN 000101 is initiated as follows:

ACRN: AB

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

Increase: \$438,697.00

Total: \$438,697.00

The following have been modified:

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

CLINs 0001 and 0002:

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

(End of Summary of Changes)

\$943,531



\$943,531

AMENDMENT OF SOLICIT	ATION/MODIF	TCATION OF CONTRACT	1	O CONTRACTOR	(Marie)	1/0E01	5
AMERICA MODIFICA FIGNISS	18JW) 10	C REQUIRED STREET, AND REQUEST.		1.5	SW(ME)	کدانوواال فالد	4)
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NAME AND ADDRESS OF CONTRACTOR BAYTHEON COMPANY	(No. Street County	State and Zip Code)	94	AMENDMEN	T OF SO	LICITATIO	N NO
050 LOWELL ST ANDOWER NADISTO-4400				L DATED (SEE			
				A MOD. OF CO 9113M-09-C-02		Car	
DDE 05716	FACILITY CO	DE	X 10	B DATED (SE LJul-2009	ETTEM	13)	
11	THIS CTEM ONLY A	APPLIES TO AMENDMENTS OF SOL	ICITAT	IONS			
(a) By completing them's and 15, and returning of (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR TREASCITOR OF YOUR OFFER. They visite of this approvided each selegram or letter makes reference to the	HE RECEIPT OF OFFERS mendinent you desire to che e solicitation and this amon	anue an offer already submitted, such change may	y benudel	by telegramos leiter			
ACCOUNTING AND APPROPRIATION D See Schedule			and the last on the same	100			
IT MOD	IFIES THE CONTRA	TO MODIFICATIONS OF CONTRACT CLIGRDER NO AS DESCRIBED IN 17	FEM 14		00000	215	
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A							
B THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	THIN ITEM IA PUR	SUANT TO THE AUTHORITY OF F.	AR 43.1	O3(B).	cnanges	in paying	
C. THIS SUPPLEMENT AL AGREEMENT I FAR 52.232-22, "Limitation of Funds" and M D. OTHER (Specify type of modification and	lutual Agreement	OKSBANT TO AUTHORITT OF			-		
IMPORTANT Contractor is not,		grathis document and return 1	copie	s to the issung o	office		
DESCRIPTION OF AMENDMENT/MODIL			licitation	deontract subjec	l malter		
where feasible) Modification Control Number: To revise the Statement of Work and to decr	ease funding and con	tract value in the amount of \$469,578	for effo	rt no longer req	uired.		(6)
1)							
ecego as provided herein, all terms and conditions of the	document processed in base	n 9 A or 10 A, as hereto fore changed, remains uncl	hanged an	d in hill three and o	lbe r		
seen as provided herein, all terms and continuous office.		16A NAME AND TITLE OF C	ONTRA	CTING OFFICE	RAType	or print)	
	15C DATESION	ED IGN INUTER STATES OF AND	COLCIA		10	SC DATES	(D)
	18 JUN 2	(Signature of Contracting C	Officer)			8 gu	.10
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by

The fixed fee has decreased by

The total cost of this line item has decreased by \$469,576.00 from \$943,531.00 to \$473,955.00.

rom

(b)(a)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

CLIN 0001:

SUBCLIN 000101:

The following have been modified:

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

CLINs 0001 and 0002:

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

\$473,955

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

(b)(4)

(b)(4)

(3) Amount Separately Obligated for Payment of Fee:
 (4) Total Amount Allotted and Obligated:
 (5) Net Amount Required for Full Funding:
 \$ 0_

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

TITLE		DATE	# OF PAGES	
Revision 1, Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) (Added per Modificatin P00001)		10 Nov 09	4	(b)(3)
Revision 2, Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)		16 Jun 10	4	(b)(3)
(Added per Modificatin P00002) Contract Data Requirements List (DD Form 1423), Data Item No. A001 through A003, with Data Item Descriptions	Đ	28 May 09	9	(0)(3)
Contract Security Classification Specification (DD Form 254)			11	

(End of Summary of Changes)

Revision 2, Statement of Work (SOW) Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) (b)(3)16 June 2010 1.0 Scope: The purpose of this SOW is to define the requirements for JLENS support of the Mission and is planned as a two-(b)(3)phased, continuous effort. The first phase will generate interface documentation and identify the necessary information to develop a budgetary input for the cost of designing (b)(3)and developing an for the JLENS side of the The second phase lesign effort and its interfaces with the will continue the (b)(3)Phase I will transition to Phase II with the award of the contract (based upon Review the Milestone B decision) and Phase II will end at the scheduled 5 months after the (b)(3)2.0 Applicable Documents: Applicable top level documents are contained in Enclosure (2) to the contract, Document Summary List (DSL), by number, title and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW. 3.0 Requirements: 3.1 Release of any Government Furnished Information (GFI) developed under this task The contractor shall not provide any will be approved by the (b)(3)data generated under this task to This does not preclude the contractor from exchange of information with other contractor programs outside the scope of the task. 3.2 The contractor shall mark all deliverables with the appropriate data rights legends and shall be handled accordingly. The contractor shall ensure that all data items are prepared, updated, delivered and tracked In Accordance With (IAW) contract requirements. According to paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items Clauses at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252,227-7013 and DFARS 252,227-7014 form, fit and function technical data is to be delivered with Unlimited Rights. Any and all costing data associated with this tasking shall be for Government use only and shall not be shared with (b)(3)3.3 GFI: The Government will provide the following as GFI: Draft Government developed Interface Control Document (ICD) 2. 3.

3.4 Phase 1	(b)(3)
3.4.1 Task Set 1 - Develop The contractor shall determine if data elements identified in the JLENS to sections are compatible with the JLENS design and support the completion of the JLENS to	(b)(3)
a. Identify any impacts to the JLENS design with respect to the	(b)(3)
b. Identify any impacts on JLENS logistics. Elements are specifically listed in AR 700-127.	
c. Identify future data and Government Furnished Equipment (GFE) needs associated with	
d. Schematically identify where it would be most feasible to obtain the desired JLENS mission data as defined by the ICD.	(b)(3)
e. The contractor shall prepare the following deliverables as a requirements of Task Set 1:	
i. Document the JLENS concept for implementing the applicable ICD and changes identified in Task 1. This information shall be provided in a report in accordance with DI-MISC-80508 that identifies and describes necessary changes and additions to the host component baseline designs.	(b)(3)
ii. Provide technical support to a Government Round Order of Magnitude (ROM) cost estimate for interface design, fabrication, integration and test of the JLENS to	(b)(3)
iv. Document the recommended a report in accordance with DI-MISC-80508.	(b)(3)
 v. Document all assumptions in the task execution and cost activities in a report in accordance with DI-MISC-80508. vi. Report status and expenditure rate monthly in accordance with DI-FNCL-80331. 	Se
6.4.2 In parallel with Specific Task Set 1, the contractor shall execute the following Task Set 2 Impact to JLENS):	
a. Perform analysis on potential/real impacts of the on JLENS.	(b)(3)
i. Identify system functions that will no longer be used in an	
ii. Determine potential operational impacts of requirements (ex. deployment, top level CONOPS).	(b)(3)

		iii. Identify host functions that will be modified but not completely replaced under the iv. Identify new function that will be introduced under the	(b)(3)
		14. Identity new innection that will be introduced under the	(b)(3)
	b.	. The contractor shall prepare and deliver the following deliverables:	
		i. Derive and evaluate options to mitigate any JLENS changes caused by the proposed	(b)(3)
		ii. Identify all impacts on logistics elements listed in AR 700-127 caused by the proposed	
		iii. Recommend proposed JLENS concept for high level IMP/IMS for	(b)(3)
		development, production and deployment in a report in accordance with DI-MISC-80508.	
		iv. Document results and recommendations in a report laying out impacts, options considered, Cost as an Independent Variable (CAIV) opportunities and recommendations on and specifications for JLENS in a report in accordance with DI-MISC-80508.	(b)(3)
		 Document all assumptions and caveats in the task execution and cost activities that affect the costing data in a report in accordance with DI- MISC-80508. 	
		 Provide the results of Task 2 at the Technical Review in accordance with DI-ADMN-81373. 	
3.4.3 Ph Milestone		I Milestones: The contractor shall comply with the following Phase I	
	a.	Within one week of contract award, support a Government kick-off meeting with:	
		 A plan and schedule of activities/milestones whose execution results in documentation of an Interface Data Package that complies with the 	(b)(3)
		ii. A list of requirements for GFI.	(b)(3)
	b.	Within 45 days of contract award, provide an end of task report/briefing	
		from both Task Sets 1 and 2 on the compliant host component implementation.	
	c.	Within 45 days of contract award, complete JLENS contractor cost inputs for developed under Task Sets 1 and 2), delivered in contractor format.	(b)(3)
	d.	Support JLENS final technical review events.	

3.5	Phase 2.		(b)(3)
		ntractor shall begin to work with the JLENS Product Office personnel to ions for maximizing commonality.	(b)(3)
	a.	Initiate development with focus on design and implementation	
		of the	(b)(3)
	ъ.	Initiate trade studies and analysis of and and and to	
		JLENS.	(b)(3)
	C.	Support and Preparations.	(1.5.4-)
	d.	Initiate efforts to identify required software, and testing	(b)(3)
		needed to support the	(b)(3)
	e.	Initiate efforts to identify required documentation needed to support	(b)(3)
			(b)(3)

AWAR	D/CONTRACT	UNDER DPAS	120 42691		DER		RATING	PAGE O	F PAGES 28
2. CONTRACT W9113M-12-C	(Proc. Inst. Ident.) NO.	3. EFFECTIVE D	ATE DO	NOV	11	4. REQUI	SITION/PURCHASE REQUES	ST/PROJECT NO	
5. ISSUED BY CODE W9113M USASMDC/ARSTRAT SMDC-RDC PO BOX (500 HUNTSWILLE AL 35907-3901						DBY (If other	rhum lierm S)	CODE S286A	
7. NAME AND ADDRESS OF CONTRACTOR (Mr. americ city, country, state at 350 LOWELL ST ANDOVER MAD1810-4400							8. DELIVERY [] FOB ORIGIN [X 9. DISCOUNTFOR PROMPTPAY	() OTHER (See	Delemi)
CODE 05716		FACILITY CODE					10. SUBMIT INVOICES (4 copies international profiled) TO THE ADDRESS SHOWN IN:	ITEM	
11. SHIP TOM		E WRIEUN		12. PAY	MENT W	ILL BE MA	DE BY C	CODE HOOST	
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X H SPEC	IAL CONTRACT REQUI		11 - 14				CTORS FOR AWARD		
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tecument and column ternasis perform all the beets for the considera commet shall be subject b) the solicitation, if an as are unached or liness	RESINEGATIATED AGREEMENT coolers to issuing of fixed. Co- services set forth or otherwise iden- tion stated berein. The rights and oft- to and governed by the following of y, and (c) such provisions, represent portated by reference hereus.	ntravier agrees to furnish an tified above and on any cont digations of the parties within incuments: (a) this awardes	d deliver all inuation i intract	including the above. Is here the contract w	additions or c by accepted which consists	hanges made by j as to the licens list of the following o	you which additions or changes are set for ed share and on any continuation sheets. incurrents: (a) the (knorment's solicitation and document is necessary.	This award consummate	es
(Auschments are final berein.) 18.4 NAME AND TITLE OF SIGNER (Type or print)				ZOA, NAM	ME OF CO	ONTRACTIO	NG OFFICER		
	CONTRACTOR	10,000,00	1901	20B. UNI	TED STA	TES OF AM	IERICA	20C. DATE	SIGNED (6
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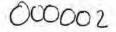
000001

STANDARD PURM 26 (REV. 4/2008) Prescribed by GSA PAR (48 C14) 53.214(a) Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

LETTER CONTRACT

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



Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0001

JLENS Risk Reduction Program (RRP) Study

CPFF

FOB: Destination

ESTIMATED COST TBD

FIXED FEE TBD

TOTAL EST COST + FEE \$9,495,200,00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

000101

Funding for CLIN 0001

CPFF

FOB: Destination

ESTIMATED COST TBD

FIXED FEE TBD

TOTAL EST COST + FEE \$1,643,400.00

ACRN AA \$1,643,400.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002 NSP

Contract Data Requirements List

A001 through A018 FOB: Destination

ITEM NO 0003 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT NSP

Manpower Reporting

Manpower reporting as specified in Section H clause entitled, "Manpower Reporting"

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

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

DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

LABOR CATEGORY

Engineering and Support, CLINs 0001/0002

TBD

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE

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

Name: E-mail Address: Telephone Number: (6)(6)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN **DELIVERY DATE** QUANTITY SHIP TO ADDRESS UIC 1000 POP 09-NOV-2011 TO N/A JLENS PROJECT OFFICE W91EUN 08-NOV-2012 BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 FOB: Destination 000101 N/A N/A N/A N/A 0002 POP 09-NOV-2011 TO JLENS PROJECT OFFICE W91EUN N/A 08-NOV-2012 BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 FOB: Destination 0003 POP 09-NOV-2011 TO N/A (SAME AS PREVIOUS LOCATION) W91EUN 08-NOV-2012 FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52,242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS

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

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

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

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

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

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

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

Contract/Task Order Data

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

Email Points of Contact Listing

Inspector:
Acceptor:
Contracting Specialist:
Contracting Officer:
Contracting Officer:

(6)(6)

- d. Questions concerning payments shall be directed to the Defense Finance and Accounting Service (DFAS). The appropriate DFAS office is indentified in the "PAYMENT WILL BE MADE BY" block on the contract award coversheet. Please have your contract and, if applicable, task order number ready when calling about payments. Payment and receipt information may be accessed using the DFAS web site MyInvoice. MyInvoice is a web-based application developed specifically for contractors/vendors and Government/ Military employees to obtain invoice status. It is an interactive web-based system, accessible 24/7. Users must allow pop-up messages within this system. Your contract and, if applicable, task order number or invoice number will be required to inquire about the status of your payment. For additional information, see the MyInvoice website at https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.mil/ or visit https://myinvoice.csd.disa.
 - e. The contractor may submit requests for payment through WAWF not more often than once every 2 weeks
- f. For Labor Hour and T&M contracts/task orders, payment requests for labor shall be based on the total labor hours/DPPH expended thereunder for the applicable billing period. These labor charges shall be derived by applying the total hours expended for each labor category multiplied by the applicable fixed-labor rates specified in the contract/task order. Labor charges for cost-reimbursement contracts/task orders shall be based on the total hours expended for each labor category multiplied by actual direct labor rates plus applicable indirect burdens and fee. Travel and ODC/material under T&M and Cost-Reimbursement type contracts/task orders shall be billed at actual costs. For each payment request, the contractor shall attach/upload into WAWF sufficient documentation as to how the billed amounts were derived/calculated.
- g. For Firm-Fixed-Price contracts/task orders, payments on the total contract price (excluding any unexercised options) may be requested in equal monthly (or bi-weekly if a small business) amounts calculated over the life of the contract/task order unless alternative payment schedules (e.g., performance-based payments) are specified elsewhere in the contract, or if applicable, in individual task orders.
- h. For each payment request, the contractor shall maintain sufficient documentation to substantiate the submitted charges. Such documentation shall include evidence of actual expenditures/payment such as individual daily job timecards, subcontractor/vendor invoices and payment receipts, or other substantiation specified by the Contracting Officer. Such data shall be maintained and readily available for audit purposes, but shall not be included with the WAWF submission. The contractor shall provide such documentation within 7 days of request by the Procuring Contracting Officer, Administrative Contracting Officer, or DCAA auditor.
- The contractor shall ensure that each payment request submitted in WAWF denotes that the Contracting
 Officer and Contract Specialist will receive a copy of the payment request notice.
- j. Except for FFP contracts/task orders, the contractor and each assignee under an assignment entered into under this contract or, if applicable, an individual task order and in effect at the time of final payment on this contract or, if applicable, an individual task order issued under this contract, shall execute and deliver, at the time of and as a condition precedent to, any final payment thereunder, a release discharging the Government, its officers, agents, and employees, of and from all liabilities, obligations, and claims arising out of, or under, the specific contract/task order. These closing documents shall be submitted with the final payment request.

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

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

CONTRACTING ACTIVITY REPRESENTATIVES:

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

(b)(u)

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

CLINs 0001/0002:

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

TBD

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

TBD

(3) Amount Separately Obligated for Payment of Fee;

TBD

(4) Total Amount Allotted and Obligated:

\$1,643,400



(5) Net Amount Required for Full Funding:

TBD

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

- a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.
- b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer Technical Representative (COTR) noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

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



- c. The COTR shall process the request in accordance with SMDC form 614-R.
- d. If there is no response within 30 days, the Contractor shall resubmit the request to:

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

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

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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



- b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:
- (1) DISTRIBUTION STATEMENT F Further dissemination only as directed by SMDC-IO-P or higher DOD authority.
- (2) WARNING This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.
- (3) DESTRUCTION NOTICE For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.
- c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.
- d. Peer-reviewed publications and student theses generated as a result of work performed under this contract requires a 90-day publication delay period. Peer-reviewed publications and student theses must be submitted to the Government technical representative for review and comment at least 90 days prior to the date of any proposed presentation.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

Name Office symbol Phone Number

(b)(6)

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

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

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

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal o	
52.205 0	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	OCT 2010
24.402 (2	Transactions	001 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontrac	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data Modifications	
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
	The state of the s	



52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor	DEC 2010
	Relations Act	
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
	While Driving	
52,225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to	SEP 2010
	IranCertification.	
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	DEC 2007
52.227-11	Patent RightsOwnership By The Contractor	DEC 2007
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
Day and	Registration	
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52,242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	ChangesCost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52,245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252,201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	Carpense, carres note
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2008
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
	Central Contractor Registration Alternate A	SEP 2007
232.207-1004 AILA	Courter Common Refiguration Uniques U	CLI 2007

252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
	The Government of a Terrorist Country	
252.211-7007	Reporting of Government-Furnished Equipment in the DoD	NOV 2008
	Item Unique Identification (IUID) Registry	
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 1991
252,215-7002	Cost Estimating System Requirements	MAY 2011
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252,226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
- C4 2-12-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Economic Enterprises, and Native Hawaiian Small Business	A SECULE AND A SEC
	Concerns	
252.227-7013	Rights in Technical DataNoncommercial Items	SEP 2011
252.227-7014	Rights in Noncommercial Computer Software and	MAR 2011
	Noncommercial Computer Software Documentation	
252.227-7015	Technical DataCommercial Items	SEP 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted RestrictionsComputer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-	MAR 2011
232.221 1023	Furnished Information Marked with Restrictive Legends	Marit 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.227-7039	PatentsReporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
2021202 7000	Reports	1.11 11 2000
252,232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7005	Contractor Business Systems	MAY 2011
252.242-7006	Accounting System Administration	MAY 2011
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	SEP 2011
232.244-7000	Components (DoD Contracts)	3EF 2011
252 244 7001	Contractor Purchasing System Administration	MAY 2011
252,244-7001		FEB 2011
252,245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252,245-7003	Contractor Property Management System Administration	MAY 2011
252.245-7004	Reporting, Reutilization, and Disposal	AUG 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
232.241-1024	isotification of fransportation of supplies by sea	WLAIR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definition.

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

- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--
- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--
- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer,
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Poster(s) Obtain from

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

- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--
- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

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

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

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

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

\$1,643,400 dollars.

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

(End of clause)

52,222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- * Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

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



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

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

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds-
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining

the price objective and in negotiating the final price;

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

(End	of	cl	211	se)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)



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

www.arnet.gov

(End of clause)

252,211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

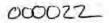
DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier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

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

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

Government's unit acquisition cost means--

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



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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.(c) Unique item identifier.
- (1) The Contractor shall provide a unique item identifier for the following:
- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

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

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.
- (2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.
- (3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-
- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.
- (4) Unique item identifier.
- (i) The Contractor shall--
- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**

- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used). **
- (11) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.
- (g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

- (a) A cost-plus-fixed-fee type contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-plus-fixed-fee proposal and cost or pricing data supporting its proposal.
- (b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

Submission of Proposal 45 days after award of letter contract
Begin Negotiations 120 days after award of letter contract
Contract Definitization 180 days after award of letter contract

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixedprice or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);



- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost/price ceiling in no event to exceed \$9,495,200, inclulsive of cost and fee.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Scope of Work, Revision 00, entitled "Joint Land Cruise Missile Defense Elevated Netted Sensor (JELSN) Risk Reduction Program (RRP) Study Phase"	06 Sep 11	9 Attack
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 – A018, with Document Summary List	20 Jul 11	20
Contract Security Classification Specification Form 254)	26 Oct 11	26 (DD
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG), hereby incorporated by reference	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix, hereby incorporated by reference	01 May 09	
Identification and Assertion of use, Release, or Disclosure Restrictions (DFARS 252.227-7017)	RESERVED	
Technical Data or Computer Software Previously Delivered to the Government (DFARS 252-227-7028)	RESERVED	
Raytheon Comprehensive Small Business Subcontracing Plan, hereby incorporated by reference	29 Sep 11	24
Contractor's Representations and Certifications, hereby incorporated by reference		

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



JLENS Risk Reduction Program Study Phase Statement Of Work

6 September 2011

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

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1.0 INTRODUCTION

1.1 Objectives

The primary objectives of the Joint Land Attack Cruise Missile Elevated Netted Sensor System (JLENS) Risk Reduction Program (RRP) is to build upon the System Development and Demonstration (SDD) Technical Data Package (TDP) and Manufacturing Data Package (MDP) to provide a more affordable product, with reduced manufacturing cycle times, a mature supplier and subcontractor base, and a minimum number of obsolete components. These provisions are intended to minimize the risks the SDD product currently presents to the planned JLENS Exercise, Low Rate Initial Production (LRIP), and Full Rate Production programs and maximize the opportunities available to them.

1.2 Scope

This Statement of Work (SOW) defines the tasks to be performed during the Study Phase of the RRP. The objective of the RRP is to perform engineering tasks which are not part of the current SDD contract, but can be conducted prior to the planned JLENS Exercise as noted in Section 5.1.2 and LRIP #1 contract award. These tasks will ensure the planned JLENS Exercise and LRIP #1 material procurement and manufacturing can meet critical planned JLENS Exercise and LRIP schedule milestones with minimum technical, cost and schedule risk. The RRP tasks described were recommended during the JLENS Production Readiness Review (PRR) conducted in November 2010. It is also an objective of the RRP to improve product affordability. The two Orbits produced during SDD are the first units manufactured and tested on the JLENS program. There were lessons learned during the manufacture of the SDD system that can be addressed during the RRP to retain performance and make the product more affordable. Changes due to lessons learned will be applied to the Major End Items (MEIs) to improve manufacturing and test cycle times. Process improvements will be implemented and test equipment will be upgraded which will reduce cycle times experienced during SDD. Obsolete supply items will also be replaced with more available items going forward into the planned JLENS Exercise and LRIP. Subcontractors and suppliers will also be qualified by the contractor to minimize risks and improve product affordability for LRIP. Outstanding changes will be incorporated into the SDD TDP and MDP to provide an updated documentation baseline at LRIP inception.

2.0 APPLICABLE DOCUMENTS

All top-level documents are listed in the Document Summary List (DSL) by number, title, and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.

3.0 REQUIREMENTS

3.1 Study Phase

During the Study Phase of the RRP, as defined in this SOW, the contractor shall conduct trade-offs to explore prospective improvements which will provide the best opportunities for LRIP in terms of producibility, affordability, cycle time reduction and minimum risks. During this phase, the contractor shall make a recommendation as to which improvements discussed during the PRR should be incorporated into the SDD product/process design and potentially modify the LRIP baseline. The contractor shall conduct

each study in the RRP in an integrated, cross-discipline approach to assure that any synergies that may exist across each study area are captured and reflected in the resulting implementation plans. The findings of each study will be evaluated for opportunities to consolidate mitigation actions across study areas to form a set of cohesive, coordinated, cost-effective implementation proposals. The contractor shall provide a detailed cost estimate for all work to be conducted during the planned RRP Implementation Phase associated with the conclusions proposed during the RRP Study in accordance with (IAW) DI-FNCL-81116 (Contract Data Requirements List (CDRL) A001).

The specific studies to be pursued are:

- Lessons Learned under the JLENS SDD Contract DASG60-98-C-0001.
- Design for Manufacture and Assembly (DFMA) studies to determine which recommended improvements that make the system more affordable should be incorporated into the TDP and MDP.
- SDD MEI Special Tooling and Special Test Equipment (ST/STE), including the
 Test Station, to determine which ST/STE should be
 modified or redesigned. Tooling and test equipment shall be preserved and maintained during the
 manufacturing suspension prior to LRIP. Proposed ST/STE changes shall be developed during the
 planned RRP Implementation Phase.
- Supply Item Obsolescence, including the processor/servers and Software (SW) re-hosting, to
 determine impact on the SDD TDP and MDP and develop a recommended plan forward.
 Obsolescence studies shall include current obsolescence and monitoring until LRIP.
- Evaluate Change Notices (CNs) generated during SDD to determine those requiring design
 modifications or redesigns in order to implement prior to LRIP start.
- Concepts for Environmental Control System improvements and prepare an Implementation Plan for each concept identified.
- Concept for system acceptance via Material Inspection and Receiving Report, DD Form 250, sell-off at MEI levels.
- Concept for modification of the contractor System Integration Laboratory (SIL) to provide Orbit level simulation capability.

The contractor shall:

- Identify cost reductions for the program through redesign and manufacturing improvements by establishing Design to Unit Cost objectives in all hardware areas.
- Perform process preservation which includes Work Instructions and MDP.
- Identify risks to LRIP production start and mitigation strategies.
- Develop cost estimates for the implementation of the study conclusions.

4.0 INTEGRATED PROGRAM MANAGEMENT

4.1 Integrated Cost, Schedule and Technical Performance Management

The contractor shall utilize their internal performance management system to plan, schedule, budget, monitor, manage and report cost, schedule and technical status applicable to the contract. The contractor's internal performance management system shall serve as the single, formal, integrated system that meets both

(b)(3)

the contractor's internal management requirements and the requirements of the Government for timely, reliable and auditable performance information. The contractor shall flow down reporting requirements to major subcontractors and Intra-Organizational Transfers (IOTs) based on risk, schedule criticality and dollar value that have the potential to impact the successful completion of the program. The contractor shall relate technical, cost and schedule accomplishments in reports IAW DI-FNCL-80912 (CDRL A002).

4.1.1 Meetings and Reviews - Contractor/Government

The contractor shall conduct program reviews addressing technical performance, risk, cost, technical and schedule progress, program status and issues that could affect program execution. Reviews shall also include Design Reviews for MEIs and Line Replaceable Units (LRUs) modified on the RRP. The contractor shall relate technical accomplishment to cost and schedule using earned value and the Integrated Master Schedule during program reviews. Two meetings shall take place, one at the mid-point of the period of performance (POP) of this contract and one at contract completion. These meetings shall last one day and be held at the contractor's facility. The contractor shall prepare and deliver meeting minutes, attendees and action items IAW DI-ADMN-81505 (CDRL A003). The contractor shall prepare and deliver any presentation charts IAW DI-ADMN-81373 (CDRL A018).

4.2 Contract Work Breakdown Structure

The contractor shall develop, implement and maintain a Contract Work Breakdown Structure (CWBS) and CWBS Dictionary IAW DI-MGMT-81334 (CDRL A004) to the lowest level at which work is performed. The contractor shall use the CWBS as the primary framework for planning, monitoring, budgeting, controlling and reporting the status of program cost, schedules and technical performance. The contractor shall update the CWBS during the execution of the contract. The contractor shall submit justifications for proposed changes to CWBS IAW DI-MISC-80508 (CDRL A005).

4.3 Cost Reporting

4.3.1 Integrated Program Management Reporting

The contractor shall report cost data to the CWBS elements. The contractor shall prepare a Contract Funds Status Report (CFSR) IAW DI-MGMT-81468 (CDRL A006).

4.4 Data Management

The contractor shall implement the data management process from the JLENS SDD Contract DASG60-98-C-0001 that shall reproduce, catalog, store and deliver data items. The contractor shall make available all technical and programmatic data as requested by the Government. The contractor shall maintain a data repository for classified storage and an efficient means to accomplish fast and accurate classified data retrieval. The contractor shall use the Government unclassified Management Information System (MIS) Portal for delivery of unclassified data. The contractor shall notify the Government Point of Contact (POC) designated on the corresponding CDRL via email when data is posted to the classified repository and the unclassified MIS Portal. The contractor shall include the filename and path to the posted data in the email. The Government POC designated on the corresponding CDRL will provide notification of CDRL receipt to the contractor via email. The contractor shall deliver data that is usable on personal computers using Microsoft Windows Operating System, Microsoft Office Application Programs and other common application programs and formats such as Adobe Portable Document Format (PDF) and Extensible Markup

Language (XML) files. Data not appropriate for access via Microsoft Windows applications, such as software, shall be delivered in its native format via compact disc (CD) or digital versatile disk (DVD). The contractor shall ensure all electronic deliveries are free from viruses. The contractor shall prepare a Data Accession List IAW DI-MGMT-81453 (CDRL A007) to the Government development of acquisition documentation. The contractor shall provide a copy of any data generated under this contract IAW DI-MISC-80508 (CDRL A017) at the cost of reproduction only.

4.5 Risk Management

The contractor shall update and maintain a Government-approved Risk Management Plan IAW DI-MGMT-81808 (CDRL A008), and utilize processes to identify and prioritize risk areas and identify mitigation strategies to reduce or eliminate risks to the LRIP program. The intent of risk management as it pertains to the RRP is to maximize the value of RRP tasks such that LRIP startup readiness is maximized. The Risk and Opportunity Management Plan (ROMP) developed under the JLENS SDD Contract DASG60-98-C-0001 shall be applied to the RRP; the tables in the SDD ROMP shall be tailored as applicable to RRP risks. The Risk Management Plan shall address: requirements, design and engineering, manufacturing, support, cost and schedule.

4.6 Contractor Manpower Reporting

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

5.0 ENGINEERING

5.1 Study Phase

The contractor shall develop an Implementation Plan that shall be prepared for each of the bullets in Section 3.1 of this SOW IAW DI-MGMT-81737 (CDRL A009). The RRP Study Phase shall conclude with a single integrated Implementation Plan which defines the manner in which the outcome of each study is to be executed. Each study will perform a cost benefit analysis early in the study, as part of the concept tradeoff. The cost estimate will determine improvements in Production Unit Cost (PUC) and Life Cycle Cost (LCC) if applicable to the study. The Implementation Plan shall contain descriptions of the tasks required, a schedule of the tasks in Microsoft Project IMS format, an estimate of the cost to implement the plan and a defined milestone event (if applicable) for transition to LRIP non-recurring expense. The equipment defined in the implementation plan shall be IAW the parts, materials and processes control plan.

5.1.1 Affordability Improvements Study

The contractor shall analyze and prioritize the entries into the SDD Lessons Learned database for the Fire Control Radar (FCR), Surveillance Radar (SuR), Communication and Processing Group (CPG) and Platform Prime Items and the Power and Environmental Control Systems to determine which of the recommendations should be incorporated into the TDP and MDP for LRIP #1 to make the system more affordable and simplify the manufacturing process. Other recommended improvements documented separately in the Production Readiness Review package and in the Lessons Learned database shall be included in this study. All of the recommended improvements shall be separated into four categories: 1) those that are presently being incorporated into SDD; 2) those that are to be performed during the RRP; 3) those that are to be initiated during RRP and completed in LRIP; and 4) those that are to be done during the LRIP program. Categories 2 and 3 shall be incorporated into the RRP Plan. Manufactured items or assemblies with producibility risks which are not entered into the Lessons Learned database, such as quantity items with low production yields, shall be included in this list of improvement candidates. Affordability shall be determined as an integrated effort, utilizing the DFMA tool and considering LCC, Mean Time Between Failures (MTBF) and Mean Time To Repair (MTTR) for the MEIs and LRUs. The Implementation Plan shall contain a list of affordability improvement candidates and shall develop recommended design or process changes for achieving the affordability improvements. The plan shall also determine the projected cost reduction of the affordability improvements or process changes to be implemented for the modified MEIs IAW DI-MISC-80508 (CDRL A010).

5.1.2 Exercise Obsolescence

The contractor shall prepare an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address all areas affecting the planned JLENS Exercise. Obsolete components and other supply items shall be evaluated to determine impact on the SDD TDP and MDP in terms of design modification complexity of the spare to be provided for the planned JLENS Exercise. Designs can be revised in one of the following categories for obsolete components in Circuit Card Assemblies (CCAs):

 Drop-in replacement part which can use the existing component footprint without changing the Printed Wiring Board (PWB) artwork (Parts List change only).

- Component replacement with a different footprint due to pin-out differences, with a re-spin of the PWB artwork to accept an equivalent replacement part.
- CCA redesign requiring new PWB artwork due to the elimination of the obsolete part by designing it out.

5.1.3 Obsolescence Management Study

The contractor shall prepare an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address all areas affecting the LRIP program, including replacements for the obsolete IBM 3455, P595 computers and Blade Cell QS21 servers. The opportunity to eliminate either the Surveillance Radar System (SuS) Digital Processing Station Shelter or the SuS Signal Processing Station Shelter shall be considered. Obsolete components and other supply items for the FCR, SuR, CPG, and Platform and Power System MEIs shall be evaluated to determine the impact on the SDD TDP and MDP in terms of design modification complexity of the component being replaced. Designs can be revised in one of the following categories for obsolete components in CCAs:

- Drop-in replacement part which can use the existing component footprint without changing the PWB artwork (Parts List change only).
- Component replacement with a different footprint due to pin-out differences, with a re-spin of the PWB artwork to accept an equivalent replacement part.
- CCA redesign requiring new PWB artwork due to the elimination of the obsolete part by designing it out.

5.1.4 ST/STE Study

The contractor shall prepare a ST/STE list IAW DI-ILSS-80868 (CDRL A012) to be used for testing the LRIP MEIs and LRUs. The list shall be studied to determine candidates for modification or redesign IAW DI-ILSS-80868. The study will address: 1) STEs with tests best suited for automation; 2) STEs that have the greatest potential to reduce cycle time; 3) STEs with tests which can be performed with higher measurement repeatability (thereby reducing errors); 4) Improving SDD STE manual test methods to benefit LRIP; and 5) STEs that may have obsolescence or single point of failure issues. The Implementation Plan IAW DI-MGMT-81737 (CDRL A009) for this study shall recommend STEs to be modified or redesigned based on the evaluation criteria, including block diagram and description of features being retained and those which are new.

5.1.5 CN Incorporation Study

A limited number of SDD hardware items such as CCAs, Module Rack Assemblies (MRAs) and wiring harnesses were modified during the integration and test phase and documented via CNs. These modifications consisted of CCA "cuts and jumpers" and other changes necessary for SDD producibility. The contractor shall prepare Change Notices (and Unincorporated Changes) List IAW DI-MISC-80048 (CDRL A013) to estimate the design changes and define engineering material, fabrication and test requirements, if needed, as the Proof-Of-Design. CNs which do not require engineering shall be incorporated into the TDP as part of this study effort.

5.1.6 Environmental Improvements Study

Non-tactical Environmental Control Units (ECUs) were developed during SDD for cold weather and hot weather applications to protect temperature sensitive components during transportation and storage.

(b)(3)

they are commercial (COTS/MOTS) quality,

The contractor shall evaluate the possibility of eliminating the need for tactical ECUs

The contractor shall determine the possibility of minimizing the application of ECUs. If the study determines that ECUs are necessary, the contractor shall prepare an Implementation Plan IAW DI-MGMT-81737 (CDRL A009) to design a single tactical unit in place of the non-tactical cold weather and hot weather ECUs. The study shall also minimize the number of storage ECUs required by consolidating temperature sensitive items into the same storage ISO containers as practical. Two versions of the tactical ECU will be

considered: 1) Shelter ECU to be used for operational environmental control and 2) Storage ECU to be used for environmental control of non-operational tactical equipment. The contractor shall document the study IAW DI-MISC-80508 (CDRL A014) and shall include technical design information and life-cycle cost

5.1.7 System Acceptance Study

impacts (including a production cost estimate).

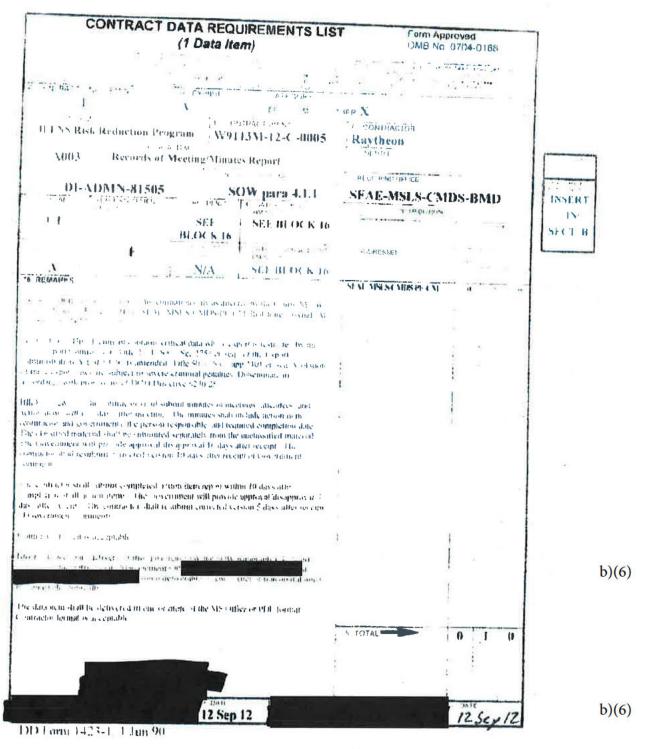
The Government plans to accept the LRIP System via Material Inspection and Receiving Report, DD Form 250 at the contractor's manufacturing facilities at the MEI and LRU levels, which differs from the System acceptance now being done during SDD. Therefore, it was recommended during the PRR that acceptance of LRIP MEIs and subsequent LRU spares and R&R LRUs, will be accomplished via Material Inspection and Receiving Report, DD Form 250 acceptance at lower hardware levels with minimal effort. The System Acceptance study shall develop a concept for the process flow from MEI development to acceptance, culminating in a plan to phase-in the system acceptance via Material Inspection and Receiving Report, DD Form 250, in the span between LRIP1 and LRIP2. The process flow should consider all MEIs and candidate LRUs for the JLENS system and develop concepts for testing and Material Inspection and Receiving Report, DD Form 250 acceptance via Test Requirements/Specifications (TRSs) and Acceptance Test Procedures (ATPs). The study shall generate concept diagrams for the Special Inspection Equipment (SIE) required to achieve MEI acceptance. The Implementation Plan IAW DI-MGMT-81737 (CDRL A009) for this study shall outline the process flow and timeline for MEI acceptance; it shall also define the required SIE and outline the tests and test procedures required. The contractor shall document the study IAW DI-MISC-80508 (CDRL A015).

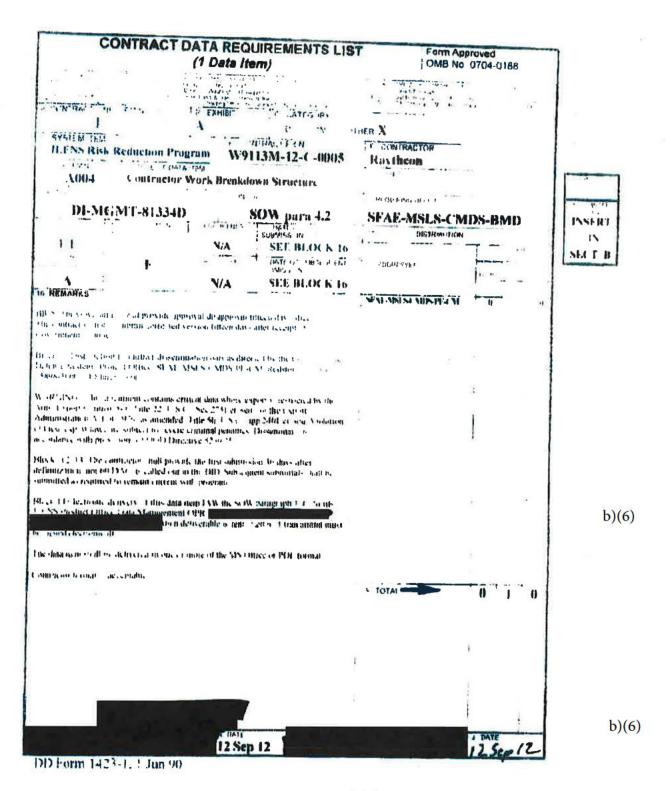
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develop specifications for hardware and software requirements, generate block diagrams for	(b)(3)
DI-MGMT-81737 (CDRL A009) shall generate cost and schedule estimates to implement this concept in	v (b)(3)

support of LRIP schedule objectives, in order to provide the greatest benefit to the LRIP program at the lowest practical risk. The contractor shall document the study IAW DI-80508 (CDRL A016).

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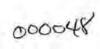
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DOCUMENT SUMMARY LIST FOR THE

JLENS RISK REDUCTION PROGRAM

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

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

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

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DD Form 254, DEC 1999

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DD Form 254 (BACK), DEC 1999

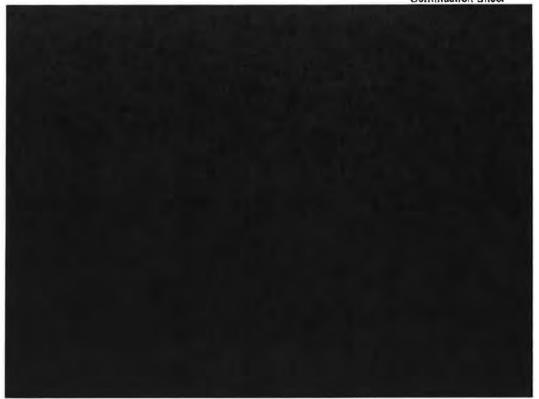




 $(b)(7)^{(E)}$

Contract # W9113M-12-C-0005 DD254

Continuation Sheet



(b)(7)(E)



 $(b)(7)^{(E)}$



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

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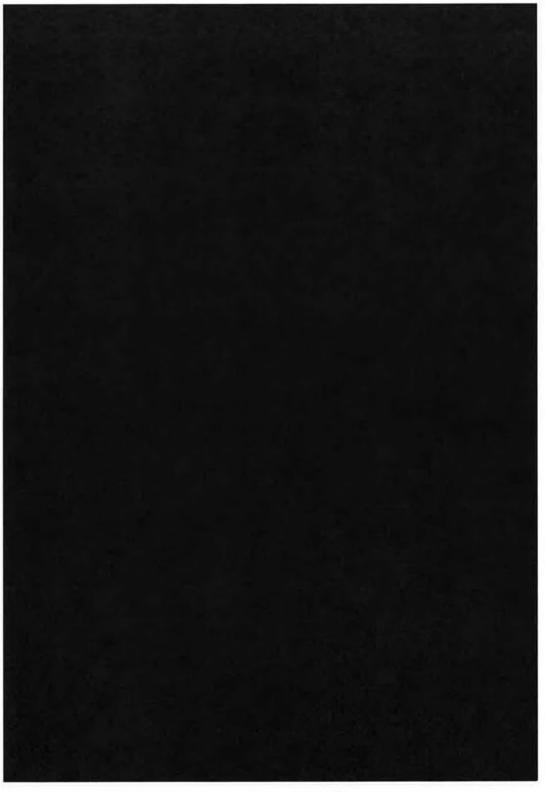
(b)(7)(E)

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

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(b)(b)

JLENS Program Security Manager Cruise Missile Defense System Project Office



(b)(7)(E)

000067

DD Form 254 Attachment 3

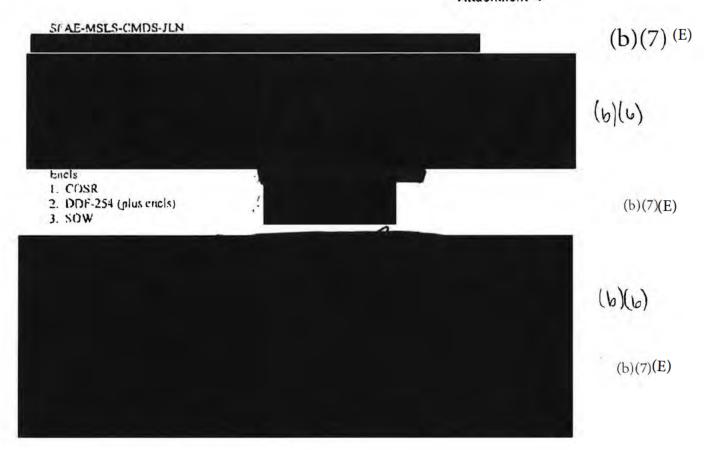
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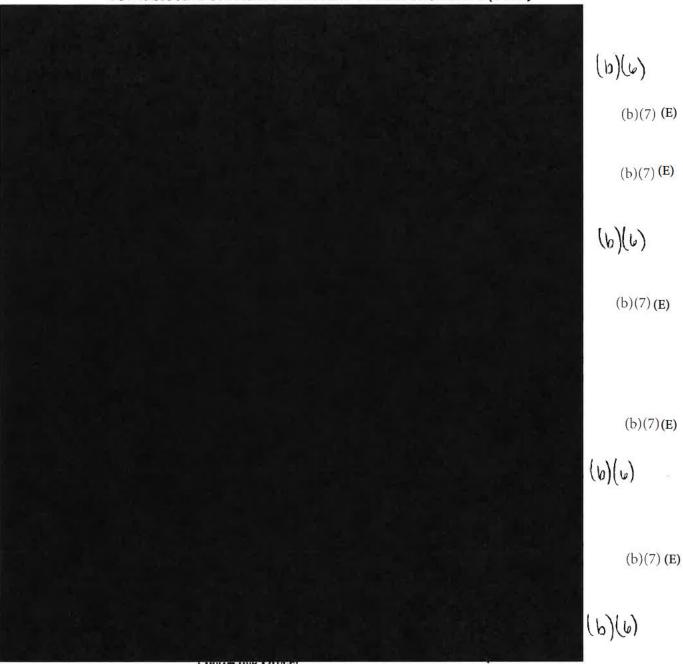
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 $(b)(7)^{(E)}$



CONTRACTING OFFICER STATEMENT OF RESPONSIBILITY (COSR)



AMENDMENT OF SOLIC	CITATION/MODI	FICATION OF CONTRAC	T	I. CONTRACT	LODE	1 6
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ.NO.			5. PROJECT	NO.(Ifapplicable)
PZ0001	28 SEP 12					
SISSUED BY COD		7. ADMINISTERED BY (Ifother than item	6)	CO	DE S220	05A
USASMDC/ARSTRAT SMDC-ROC PO BOX 1500 HUNTSVILLE AL 35807-3801		SO APPLE HILL ORIVE MST3FR2 TEWKSBURY MA 0 (876				
NAME AND ADDRESS OF CONTRACT	OR (No., Street, County,	State and Zip Code)	I	9A. AMENDM	ENT OF SC	DLICITATION NO
ANDOVER MA 01810-4400				9B. DATED (S		
			×	10A. MOD. OF W9113M-12-C	CONTRAC 0005	CT/ORDER NO.
SOED APPLA	127502275		×	10B. DATED 1	SEE ITEM	13)
ODE 05716	II. THIS ITEM ONLY	DE APPLIES TO AMENDMENTS OF SOI				
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FI REJECTION OF YOUROFFER. If by virtue of provided each telegramor letter makes reference to	les a reference to the solicitation OR THE RECEIPTOF OFFERS this amendment you desire to ch	PRIOR TO THE HOUR AND DATE SPECIFI ange an offer already submitted, such change no	R ACK ED M y be m	NOWLEDGMENT AY RESULT IN add by telegramor le	TO BE	
2. ACCOUNTING AND APPROPRIATIO See Schedule	N DATA (If required)					
		TO MODIFICATIONS OF CONTRAC CT/ORDER NO. AS DESCRIBED IN I				
A. THIS CHANCE ORDER IS ISSUED PO CONTRACT ORDER NO. IN ITEM 1	URSUANT TO: (Specify			Company of a comment	ADE IN T	HE
B. THE ABOVE NUMBERED CONTRA	CT/ORDER IS MODIFIED	TO REFLECT THE ADMINISTRAT	IVE	CHANGES (such	s changes i	n paying
office, appropriation date, etc.) SET F			AR 4	3.103(B).		12,72
10 U.S.C. 2304(c)(1) and FAR 6.302-1		DRESOANT TO AUTHORITTOP.				
D. OTHER (Specify type of modification	and authority)					
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scept as provided hereis, all terms and conditions of		TEL:	ONT	RACTING OFFICE	ER (Type	or print) DATE SICNED
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APPROVED BY OIRM | 1-84

000072

Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

PURPOSE

- 1. The purpose of this modification is to definitize Letter Contract W9113M-12-C-0005 and provide additional incremental funding for FY12 in the amount of \$1,570,930 to fully fund the contract.
- 2. SubCLIN 000106 is hereby added to provide incremental funding in the amount of \$1,570,930.
- 3. All other terms and conditions remain unchanged.
- 4. The POC for this action is

(b)(c)

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

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

The following have been deleted:

A01

LETTER CONTRACT

OCT 2001

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has degreesed by
The pricing detail quantity

00 has been added.
The fixed fee has increased by

The cost constraint NTE has been deleted.

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

SUBCLIN 000105

The CLIN description Funding for CLIN 0001 has been added.

SUBCLIN 000106 is added as follows:

ITEM NO 000106 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

\$0.00

(6)(4)

(b)(4)

Funding for CLIN 0001

CPFF

FOB: Destination

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AB

CIN: GFEBS001017819300004

\$1,570,930.00

The following have been modified:

000073

LEVEL OF EFFORT:

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

> DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

LABOR CATEGORY

Engineering and Support, CLINs 0001/0002

(b)(4)

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

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT

INSPECT BY N/A

ACCEPT AT

ACCEPT BY

Government

N/A

N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000106:

Funding on SUBCLIN 000106 is initiated as follows:

ACRN: AB

CIN: GFEBS001017819300004

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,570,930.00

Total: \$1,570,930.00

Cost Code: A5XFJ

The following have been added by reference:

52.215-16

Facilities Capital Cost of Money

JUN 2003

252.204-7006

Billing Instructions

OCT 2005

The following have been modified:

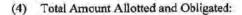
IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the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

CLINs 0001/0002:

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

\$8,479,106

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



(5) Net Amount Required for Full Funding:

\$8,479,106

S

The following have been deleted:

G01A

Invoicing Instructions

JAN 2010

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

DATA SHARING

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

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

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

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

The following have been deleted:

52.204-7	Central Contractor Registration	APR 2008
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52,215-21	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
	Modifications	
52.216-23	Execution And Commencement Of Work	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled	By DEC 2006
	The Government of a Terrorist Country	
252.217-7027	Contract Definitization	OCT 1998
252.235-7011	Final Scientific or Technical Report	NOV 2004

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

TITLE		DATE	#OF PAGES
Scope of Work, Revision 00, entitled "Joint Land Cruise Missile Defense Elevated Netted Sensor (JELSN) Risk Reduction Program (RRP) Study Phase"		06 Sep 11	9 Attack
Scope of Work, Revision 01, entitled "Joint Land Cruise Missile Defense Elevated Netted Sensor (JELSN) Risk Reduction Program (RRP) Study Phase" (Added per Modification PZ0001)		05 Sep 12	8 Attack
Contract Data Requirements List (DD Form 1423) . Exhibit A, A001 – A018, with Document Summary List	-	20 Jul 1 t	20
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 – A018 (less A008), with		12 Sep 12	16

Document Summary List (Added per Modificatoin PZ0001)

Contract Security Classification Specification Form 254)	26 Oct 11	26 (DD
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG), hereby incorporated by reference	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix, hereby incorporated by reference	01 May 09	
Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Noncommercial Technical Data and Noncommercial Computer Software and Noncommercial Computer Software Documentation	27 Sep 12	2
Technical Data or Computer Software Previously Delivered to the Government (DFARS 252-227-7028)	RESERVED	
Raytheon Comprehensive Small Business Subcontracing Plan, hereby incorporated by reference	29 Sep 11	24

Contractor's Representations and Certifications, hereby incorporated by reference

(End of Summary of Changes)

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



JLENS Risk Reduction Program Study Phase Statement Of Work

5 September 2012 Revision 01

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

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

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

1.0 INTRODUCTION

1.1 Objectives

The primary objectives of the Joint Land Attack Cruise Missile Elevated Netted Sensor System (JLENS) Risk Reduction Program (RRP) is to build upon the System Development and Demonstration (SDD) Technical Data Package (TDP) and Manufacturing Data Package (MDP) to provide a more affordable product, with reduced manufacturing cycle times, a mature supplier and subcontractor base, and a minimum number of obsolete components. These provisions are intended to minimize the risks the SDD product currently presents to the planned JLENS Exercise, Low Rate Initial Production (LRIP), and Full Rate Production programs and maximize the opportunities available to them.

1.2 Scope

This Statement of Work (SOW) defines the tasks to be performed during the Study Phase of the RRP. The objective of the RRP is to perform engineering tasks which are not part of the current SDD contract, but can be conducted prior to the planned JLENS Exercise (as noted in Section 5.1.2) and LRIP #1 contract award. These tasks will ensure the planned JLENS Exercise and LRIP #1 material procurement and manufacturing can meet critical planned JLENS Exercise and LRIP schedule milestones with minimum technical, cost and schedule risk. The RRP tasks described were recommended during the JLENS Production Readiness Review (PRR) conducted in November 2010. It is also an objective of the RRP to improve product affordability. The two Orbits produced during SDD are the first units manufactured and tested on the JLENS program. There were lessons learned during the manufacture of the SDD system that can be addressed during the RRP to retain performance and make the product more affordable. Changes due to lessons learned will be applied to the Major End Items (MEIs) to improve manufacturing and test cycle

times.

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

(b)(3)

(b)(3)

(b)(3)

(b)(3)

2.0 APPLICABLE DOCUMENTS

All top-level documents are listed in the Document Summary List (DSL) by number, title, and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.

3.0 REQUIREMENTS

3.1 Study Phase

During the Study Phase of the RRP, as defined in this SOW, the contractor shall conduct trade-offs to explore prospective improvements which will provide the best opportunities for LRIP in terms of producibility, affordability, cycle time reduction and minimum risks. During this phase, the contractor shall make a recommendation as to which improvements discussed during the PRR should be incorporated into the SDD product/process design and potentially modify the LRIP baseline. The contractor shall conduct

each study in the RRP in an integrated, cross-discipline approach to assure that any synergies that may exist across each study area are captured and reflected in the resulting implementation plans. The findings of each study will be evaluated for opportunities to consolidate mitigation actions across study areas to form a set of cohesive, coordinated, cost-effective implementation proposals. The contractor shall provide a detailed cost estimate for all work to be conducted during the planned RRP Implementation Phase associated with the conclusions proposed during the RRP Study in accordance with (IAW) DI-FNCL-81116 (Contract Data Requirements List (CDRL) A001).

(b)(3)

The specific studies to be pursued are:

- · Affordability Improvement Study
- Obsolescence Management Studies
- ST/STE Study
- CN Incorporation Study
- · Environmental Improvements Study
- System Acceptance Study
- · System-Level SIL Study

The contractor shall:

- Identify cost reductions for the program through redesign and manufacturing improvements by establishing Design to Unit Cost objectives in all hardware areas.
- Perform process preservation which includes Work Instructions and MDP.
- · Identify risks to LRIP production start and mitigation strategies.
- Develop cost estimates for the implementation of the study conclusions.

4.0 INTEGRATED PROGRAM MANAGEMENT

4.1 Integrated Cost, Schedule and Technical Performance Management

The contractor shall utilize their internal performance management system to plan, schedule, budget, monitor, manage and report cost, schedule and technical status applicable to the contract. The contractor's internal performance management system shall serve as the single, formal, integrated system that meets both the contractor's internal management requirements and the requirements of the Government for timely, reliable and auditable performance information. The contractor shall flow down reporting requirements to major subcontractors and Intra-Organizational Transfers (IOTs) based on risk, schedule criticality and dollar value that have the potential to impact the successful completion of the program. The contractor shall relate performance and cost report in accordance with (IAW) DI-FNCL-80912 (CDRL A002).

4.1.1 Program Reviews - Contractor/Government

The contractor shall conduct program reviews addressing technical performance, risk, cost, technical and schedule progress, program status and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using internal earned value and the Integrated Master Schedule during program reviews. Two program reviews shall take place, one at the mid-point of the period

of performance (POP) of this contract or as otherwise agreed upon between the Government and Raytheon and one prior to contract completion. These meetings shall last one day and be held at the contractor's facility. The contractor shall prepare and deliver minutes, attendees and action items IAW DI-ADMN-81505 (CDRL A003). The contractor shall prepare and deliver program review presentation charts IAW DI-ADMN-81373 (CDRL A018).

4.2 Contract Work Breakdown Structure

The contractor shall develop, implement and maintain a Contract Work Breakdown Structure (CWBS) and CWBS Dictionary IAW DI-MGMT-81334 (CDRL A004) to the lowest level at which work is performed. The contractor shall use the CWBS as the primary framework for planning, monitoring, budgeting, controlling and reporting the status of program cost, schedules and technical performance. The contractor shall update the CWBS during the execution of the contract. The contractor shall submit justifications for proposed changes to CWBS IAW DI-MISC-80508 (CDRL A005).

4.3 Cost Reporting

4.3.1 Integrated Program Management Reporting

The contractor shall report cost data to the CWBS elements. The contractor shall prepare a Contract Funds Status Report (CFSR) IAW DI-MGMT-81468 (CDRL A006).

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

4.4 Data Management

C-0001 that shall reproduce, catalog, store, and deliver data items. The contractor shall make available technical and programmatic data as requested by the Government. (b)(3)(b)(3)The contractor shall use the Government unclassified Portal for delivery of unclassified data. The contractor shall notify the Government Point of Contact (POC) designated on the corresponding CDRL via email when data is posted to the classified repository and the The contractor shall include the filename and path to the posted data in the email. (b)(3)The Government POC designated on the corresponding CDRL will provide notification of CDRL receipt to the contractor via email. The contractor shall deliver data that is usable on personal computers using Microsoft Windows Operating System, Microsoft Office Application Programs and other common application programs and formats such as Adobe Portable Document Format (PDF) and Extensible Markup Language (XML) files. Data not appropriate for access via Microsoft Windows applications, such as software, shall be delivered in its native format via compact disc (CD) or digital versatile disk (DVD). The contractor shall ensure electronic deliveries are free from viruses. The contractor shall provide a Data Accession List IAW DI-MGMT-81453 (CDRL A007) to the Government. The contractor shall provide a copy of data generated under this contract IAW DI-MISC-80508 (CDRL A017) at the cost of reproduction only.

4.5 Risk Management

The Contractor shall utilize the current JLENS SDD Contract DASG60-98-C-0001 Risk Management Plan, and utilize processes to identify and prioritize risk areas and identify mitigation strategies to reduce or eliminate risks to the LRIP program. The intent of risk management as it pertains to this contract is to

maximize the value of RRP tasks such that LRIP startup readiness is maximized. The Risk and Opportunity Management Plan (ROMP) developed under the JLENS SDD Contract DASG60-98-C-0001 shall be applied to this contract; the tables in the JLENS SDD Contract DASG60-98-C-0001 ROMP shall be tailored as applicable to RRP risks. The Risk Management Plan shall address: requirements, design and engineering, manufacturing, support, cost and schedule.

4.6 Contractor Manpower Reporting

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

5.0 ENGINEERING

5.1 Study Phase

The RRP Study Phase shall conclude with a single integrated Implementation Plan IAW DI-MGMT-81737 (CDRL A009) which coordinates and aligns the implementation of each of the various studies.

The contractor shall develop an Implementation Plan that shall be prepared for each of the bullets in Section 3.1 of this SOW IAW DI-MGMT-81737 (CDRL A009). The RRP Study Phase shall conclude with a single integrated Implementation Plan which defines the manner in which the outcome of each study is to be executed. Each study will perform a cost benefit analysis early in the study, as part of the concept tradeoff. The cost estimate will determine improvements in Production Unit Cost (PUC) and Life Cycle Cost (LCC) if applicable to the study. The Implementation Plan shall contain descriptions of the tasks required, a schedule of the tasks in Microsoft Project IMS format, an estimate of the cost to implement the plan and a defined milestone event (if applicable) for transition to LRIP non-recurring expense. The existing SDD

parts, materials, and process control plan shall be used as a guide in developing the RRP Implementation Plan.

5.1.1 Affordability Improvements Study

The contractor shall analyze and prioritize the entries into the SDD Lessons Learned database for the Fire Control Radar (FCR), Surveillance Radar (SuR), Communication and Processing Group (CPG) and Platform Prime Items and the Power and Environmental Control Systems to determine which of the recommendations should be incorporated into the TDP and MDP for LRIP #1 to make the system more affordable and simplify the manufacturing process. Other recommended improvements documented separately in the Production Readiness Review package and in the Lessons Learned database shall be included in this study. Recommended improvements shall be separated into four categories: 1) those that are presently being incorporated into SDD; 2) those that are to be performed during the RRP; 3) those that are to be initiated during RRP and completed in LRIP; and 4) those that are to be done during the LRIP program. Categories 2 and 3 shall be incorporated into the RRP Plan. Manufactured items or assemblies with producibility risks which are not entered into the Lessons Learned database, such as quantity items with low production yields, shall be included in this list of improvement candidates. Affordability shall be determined as an integrated effort, utilizing the DFMA tool and considering LCC, Mean Time Between Failures (MTBF) and Mean Time To Repair (MTTR) for the MEIs and LRUs. The study shall contain a list of affordability improvement candidates and recommend approaches for achieving the affordability improvements and shall contain a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone events for transition to LRIP non-recurring effort. The plan shall also determine the projected cost reduction of the affordability improvements or process changes to be implemented for the modified MEIs IAW DI-MISC-80508 (CDRL A010).

5.1.2 Future JLENS	Obsolescence	(b)(3)
The contractor shall prepare	an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address	(0)(3)
areas affecting the	Obsolete components and other supply items shall be	(b)(3)
evaluated to determine impa-	ct on the SDD TDP and MDP in terms of design modification complexity of the	0.101
spare to be provided for	Designs can be revised in one of the following	(b)(3)
categories for obsolete comp	onents in Circuit Card Assemblies (CCAs):	

- 1. Drop-in replacement part which can use the existing component footprint without changing the Printed Wiring Board (PWB) artwork (Parts List change only).
- 2. Component replacement with a different footprint due to pin-out differences, with a re-spin of the PWB artwork to accept an equivalent replacement part.
- 3. CCA redesign requiring new PWB artwork due to the elimination of the obsolete part by designing it out.

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

5.1.3 Obsolescence Management Studies

The contractor shall prepare an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address areas affecting the LRIP program, including replacements for the opportunity to eliminate either the Surveillance Radar System (SuS) Digital

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

- 1. Drop-in replacement part which can use the existing component footprint without changing the PWB artwork (Parts List change only).
- 2. Component replacement with a different footprint due to pin-out differences, with a re-spin of the PWB artwork to accept an equivalent replacement part.
- 3. CCA redesign requiring new PWB artwork due to the elimination of the obsolete part by designing it out.

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

5.1.4 ST/STE Study

The contractor shall prepare a ST/STE list IAW DI-ILSS-80868 (CDRL A012) to be used for testing the LRIP MEIs and LRUs. The list shall be studied to determine candidates for modification or redesign IAW DI-ILSS-80868. The study will address: 1) STEs with tests best suited for automation; 2) STEs that have the greatest potential to reduce cycle time; 3) STEs with tests which can be performed with higher measurement repeatability (thereby reducing errors); 4) Improving SDD STE manual test methods to benefit LRIP; and 5) STEs that may have obsolescence or single point of failure issues. The Implementation Plan IAW DI-MGMT-81737 (CDRL A009) for this study shall recommend STEs to be modified or redesigned based on the evaluation criteria, including block diagram and description of features being retained and those which are new. The study shall contain a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone event for transition to LRIP non-recurring effort.

S.1.5 CN Incorporation Study

A limited number of SDD hardware items

were modified during the integration and test phase and documented via CNs. These modifications consisted of CCA "cuts and jumpers" and other changes necessary for SDD producibility

(b)(3)

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

5.1.6 Environmental Improvements Study

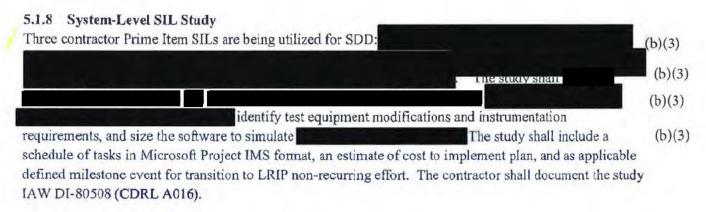
Non-tactical Environmental Control Units (ECUs) were developed during SDD for cold weather and hot weather applications to protect temperature sensitive components during transportation and storage. (b)(3)

The contractor shall evaluate the possibility of eliminating the need for tactical ECUs by determining if the temperature sensitive components can actually withstand the transportation and storage environments. The contractor shall determine the possibility of minimizing the application of ECUs. If the study determines that ECUs are necessary, the contractor shall prepare an Implementation Plan IAW DI-MGMT-81737 (CDRL A009) to design a single tactical unit in

The study shall also minimize the number of storage ECUs required by consolidating temperature sensitive items into the same storage ISO containers as practical. Two versions of the tactical ECU will be considered: 1) Shelter ECU to be used for operational environmental control and 2) Storage ECU to be used for environmental control of non-operational tactical equipment. The contractor shall document the study IAW DI-MISC-80508 (CDRL A014) and shall include technical design information and life-cycle cost impacts (including a production cost estimate). This study shall include a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone event for transition to LRIP.

5.1.7 System Acceptance Study

The Government plans to accept the LRIP System via Material Inspection and Receiving Report, DD Form 250 at the contractor's manufacturing facilities at the MEI and LRU levels, which differs from the System acceptance now being done during SDD. Therefore, it was recommended during the PRR that acceptance of LRIP MEIs and subsequent LRU spares and R&R LRUs, will be accomplished via Material Inspection and Receiving Report, DD Form 250 acceptance at lower hardware levels with minimal effort. The System Acceptance study shall develop a concept for the process flow from MEI development to acceptance, culminating in a plan to phase-in the system acceptance via Material Inspection and Receiving Report, DD Form 250, in the span between LRIP1 and LRIP2. The process flow should consider MEIs and candidate LRUs for the JLENS system and develop concepts for testing and Material Inspection and Receiving Report, DD Form 250 acceptance via Test Requirements/Specifications (TRSs) and Acceptance Test Procedures (ATPs). The study shall generate concept diagrams for the Special Inspection Equipment (SIE) required to achieve MEI acceptance. The Implementation Plan IAW DI-MGMT-81737 (CDRL A009) for this study shall outline the process flow and timeline for MEI acceptance; it shall also define the required SIE and outline the tests and test procedures required. The contractor shall document the study IAW DI-MISC-80508 (CDRL A015).



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AMENDMENT/MODIFICATION NO. P00001	J. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			S.PROMECT	NO.(((Copplicable)
ISSUED BY CODE	19-Apr-2012	T A DA (DILLOYDE DD WY (IF-AAAAAAAAAAAAA-	-		DE 8220	MA.
USABLED CLARISTRAT LCC-RBA, BADC-CARGO CCAS-CAS-B PO BOX 1500 (UNTENDLE AL SEET-SED)	WP113M	DOMESTIC STATE OF THE STATE OF	60 APPLE NELL DRIVE			nan .
NAME AND ADDRESS OF CONTRACTOR	(No Street County	Sate and Zin Code)	119	A. AMENDA	ENT OF SC	LICITATION NO.
RAYTHOON COMPANY	(risi, disti, codity,	and much cour,	Н	n n.mnn /		
MIDDWER MADIETO-400			l l'	B. DATED (S	BEILEM I	1)
			X	MOD OF	CONTRAC	TAORDER NO.
				09. DATED	(SEE ITEM	13)
DDE 05716	THIS ITEM CAR Y	DE APPLIES TO AMENDMENTS OF SOLI		29-Nov-2011		
The above against and existing is manufed as set for			_	acended,	ie not ente	
previded each talegram or latter rather ordered to the ACCOUNTING AND APPROPRIATION D. See Schedule		descri, and is reasived priorse the opening hours	24	speifel.		
		O MODIFICATIONS OF CONTRACT		Company of the Compan		
IT MOD A. THIS CHANGE ORDER IS ISSUED PURS		CT/ORDER NO. AS DESCRIBED IN IT			MADE IN T	ve .
CONTRACT ORDER NO. IN ITEM 10A.			o second			
B. THE ABOVE NUMBERED CONTRACTA office, appropriation date, etc.) SET PORT					as dianges i	n paying
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PL	JRSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and Mutual Agreement; FAR 43.103(a) and FAR	authority) 62.232-22 (Limitation	of Funds)		(4)		
	_	n this document and return 1	copie	s to the issuin	g office.	
DESCRIPTION OF AMENDMENT/MODIFY where feasible.) Madification Control Number: The purpose of this modification is to provide to provide coresess the funds currently obligated to \$3 SubCLN 000102 is hereby added and incre Changed Contracting Activity Representative Changed Limitation fo Funds clause to add See Summary of Changes The POC for this action is	6 additional increment, 608, 176. mentally funded in the elector to addition the reached via can be reached via	A or 10A, as beretofore changed, remains unchan	1,984	,776.00 w hici	affect.	or print)
	14/24/1	Simples of Contracting Off	Toe-Y	-	_ 2	1/04/12
CEPPHON TO \$730 PROVED BY OIRM 11-84	3	(Signature of Contracting Off 0-105-04	nocr)	Pres	NDARD FO cribed by GS (48 CFR) 5	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The WSC Equipment code 000 has been added.

SUBCLIN 000102 is added as follows:

ITEM NO 000102 SUPPLIES/SERVICES

QUANTITY

UNIT PRICE

AMOUNT

\$0.00

Funding for CLIN 0001

CPFF

FOB: Destination

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

UNIT

\$0.00

ACRN AB

\$1,964,776.00

CIN: GFEBS001015918700001

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT Destination INSPECT BY

ACCEPT AT

ACCEPT BY

Government

Destination

Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: GFEBS001015918700001

Acetng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,964,776.00

Total: \$1,964,776.00

Cost Code: A5XFJ

The following have been modified:

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	
NAME:			4
ORGANIZATION CODE:	CCAM-CAB-B	SFAE-MSLS-CMDS-JLN	
TELEPHONE NUMBERS: COMMERCIAL:			(6)
DEFENSE SWITCHED NETWORK (DSN):			
EMAIL:	3-		

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

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(1)	Amount Required for Full Funding, Including Fee(s):			TBD
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:			TBD_
(3)	Amount Separately Obligated for Payment of Fee:			TBD
(4)	Total Amount Allotted and Obligated:			\$1,643,400
(5)	Net Amount Required for Full Funding:	\$1,643,400	\$1,964,776	\$3,608,176_

(End of Summary of Changes)

AMENDMENT OF SOLICITA	TONMODIE	CATTON OF CONTRACT	I. CONTRAC	TID CODE	PAGE OF PAGES	
AMENDMENT OF SOLICIA	BILOWALOUIF	CATION OF CONTRACT	Ų		1 3	
AMENDAGINDAGOBIFICATION NO. PO0002	S. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	TNO.(Implicable)	
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother then item 6)	C	DE S220	05A	
UBARNOCAMISTRAT BRECK-RDC PO BOX 1850 FRMTBVILLE AL 88607-1881	,	DOMARAYTHEON ED APPLEMIL DRAME AND TEMPO TEMPOSEURY MA CHEES				
NAME AND ADDRESS OF CONTRACTOR RAYTHBON COMPANY	(No., Street, County, S	kete and Zip Code)	9A. AMENDA	MENT OF SC	DLICITATION NO.	
SEPLOWER, ST AMEDICHER MA OWN CHOOL			9B. DATED (
,		2	108. DATED		CT/ORDER NO.	
ODE 05716	FACILITY COD	E	09-Nov-2011	-		
11.	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLICI	TATIONS			
RESECTION OF YOUR OFFER. Why visuos this as provided each visignment letter unless reference to the ACCOUNTING AND APPROPRIATION DA	oliotacion and this assessi			etter,		
		O MODIFICATIONS OF CONTRACTS				
A. THIS CHANCE ORDER IS ISSUED PURSU		TARDER NO. AS DESCRIBED IN ITEM				
CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET PORT C. THIS SUPPLEMENTAL AGREEMENT IS	H IN ITEM 14, PURS	UANT TO THE AUTHORITY OF FAR		at changes i	in paying	
D. OTHER (Specify type of modification and Mutual Agreement: FAR 43.103(e) and FAR	nuthority)				1	
	_		ples to the issuir	n office		
DESCRIPTION OF AMENDMENT MODIFIE						
where fleation Control Number: Modification Control Number: The purpos of this modification is to provide the funds obligated to \$4,506,176, but the funds obligated to \$4,506,176, but the funds obligated to \$4,506,176, but the funds obligated to \$4,506,176, but the funds obligated to \$4,506,176, but the funds obligated to \$4,506,176, but the funds obligated to \$4,506,176, but the funds of t	additional incremental	funding for FY 12 in the empurit \$1,000 rount of \$1,000,000.			•	
oopt as provided herein, sid terms and conditions of the de A. NAME AND TIPLE OF SIGNER (Tyne or a		or 10A, as incercobre changed, missing eschange			or print)	
R CONTRACTORIORIDAR	15C, DATE SONED	16B, ONITED STATES OF AMERIC	A-	1 110	C. DATE SIGNED	
	5/30/12	BY	r)	_ /	Jun 2012	
CEPTION TO SF 30 PROVED BY OIRM 11-84	30	-105-04	ST/ Pro	NDARD PO	ORM 30 (Rev. 10-83)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

ITEM NO 000103 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

\$0.00

Funding for CLIN 0001

CPFF

FOB: Destination

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

\$0.00

ACRN AB

CIN: GFEBS001017819300001

\$1,000,000.00

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AB

......

CIN: GFEBS001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,000,000.00

Total: \$1,000,000.00



Cost Code: A5XFJ

The following have been modified:

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

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(1)	Amount Required for Full Funding, Including Fee(s):			TBD
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:			TBD
(3)	Amount Separately Obligated for Payment of Fee:			TBD_
(4)	Total Amount Allotted and Obligated:			\$3,608,176
(5)	Net Amount Required for Full Funding:	\$3,608,176_	\$1,000,000	\$4,608,176_

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRA			ACT		ID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO.	1 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		U	S PROJECT	NO.(Ifapplicable)
P00003	03-Aug-2012	THE VOID HOUSE VICENSE REQUITO			J. HOJECT	(10 (irappironte)
ISSUED BY CODE	W9113M	7. ADMINISTERED BY (Ifother than item 6)		CO	DE \$220	5A
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	D. W. Law	DOMA RAYTHEON SO APPLE HILL DRIVE MIS 12FR2 TEVKSBURYMA 01876				
NAME AND ADDRESS OF CONTRACTO	R (No., Street, County,	State and Zip Code)	9	A. AMENDM	ENT OF SO	LICITATION NO
350 LOWELL ST' ANDOVER MA 01810-4400				B. DATED (S	The state of the s	(1)
			_			T/ORDER NO.
20DE 05744	CA CTUATE CO	0.5	100	9-Nov-2011	(SEE ITEM	13)
ODE 05716	I THIS ITEM ONLY	DE APPLIES TO AMENDMENTS OF SOLI				
Office must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning or (c) By separate letter of tolegram which includes RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram of letter makes reference to t	copies of the mendine a reference to the solicitation. THE RECEIPT OF OFFERS a amendment you desire to the	nt; (b) By seknowledging receipt of this amendm and amendment numbers. FAILURE OF YOUR, PRIOR TO THE HOUR AND DATE SPECIFIE ange an ofer already submitted, such change may	enton e ACKNO DMAY bornade	ich copy of the of WLEDGMENT RESULT IN by telegramor le	TO BE	
2. ACCOUNTING AND APPROPRIATION See Schedule						
97.427 (200.434)	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	SVORD	ERS.		
IT MO A, THIS CHANGE ORDER IS ISSUED PUR		CT/ORDER NO. AS DESCRIBED IN IT			W. S C. S.	
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO	ORDER IS MODIFIED RTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes ir	ı paying
C. THIS SUPPLEMENT AL AGREEMENT D. OTHER (Specify type of modification as	3	URSUANT TO AUTHORITY OF:				
UNILATERAL: FAR 52.232-22, "Limitation						
. IMPORTANT: Contractor X is not,	is required to sig	yn this document and return	copie	s to the issuin	g office.	
 DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: The purpose of this modification is to prothe funds obligated to \$5,408,176. SubCLIN 000104 is hereby added and in: Section G, Contracting Activity Represer The POC for this action is 	ovide additional increme	ntal funding for FY12 in the amount of the amount of \$800,000.	\$800,0			ses
5A. NAME AND TITLE OF SIGNER (Type		TEL D 16B, UNITED STATES OF AMERI	NTRA E		CER (Type o	DATE SIGNED
Except as provided herein, all terms and conditions of the SA. NAME AND TITLE OF SIGNER (Type SB, CONTRACTOR/OFFEROR (Signature of person authorized to sign.)	or print)	TEL	RICA	CTING OFFIC	CER (Type o	

000108

Prescribed by GSA FAR (48 CFR) 53,243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000104 is added as follows:

1TEM NO 000104 SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

\$0.00

Funding for CLIN 0001

CPFF

FOB: Destination

ESTIMATED COST

\$0.00

FIXED FEE

\$0.00

TOTAL EST COST + FEE

00.00

ACRN AB

CIN: GFEBS001017819300001

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$800,000.00 from \$4,608,176.00 to \$5,408,176.00.

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AB

CIN: GFEBS001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$800,000.00

Total: \$800,000.00

Cost Code: A5XFJ

The following have been modified:

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	
NAME:			
ORGANIZATION CODE:	CCAM-CAB-B	SFAE-MSLS-CMDS-JLN	
TELEPHONE NUMBERS: COMMERCIAL:			11
DEFENSE SWITCHED NETWORK (DSN):	0		
EMAIL:			

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

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(1)	Amount Required for Full Funding, Including Fee(s):			TBD
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:			TBD_
(3)	Amount Separately Obligated for Payment of Fee:			TBD_
(4)	Total Amount Allotted and Obligated:	\$4,608,176_	\$800,000	\$5,408,176
(5)	Net Amount Required for Full Funding:			TBD

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,408,176 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$5,408,176 dollars.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLI	TITATIONMODE	FICATION OF CONTRACT	r	I CONTRACT	ID CODE	PAGE OF PAGES	9
AMENDIVIENT OF SOLIC	LITATION/MODI	ELCATION OF CONTRACT		U		1 4	
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			1 PROJECT	NO (Ifapplicable)	
200004	20-Aug-2012						
JISSUED BY COD	E W9113M	7. ADMINISTERED BY (Ifother than item 6.)	CO	DE S220	5A	
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		OCMA RATHEON 50 APPLE HILL ORIVE M/S T2FR2 TEWKSBURY MA 01876					
NAME AND ADDRESS OF CONTRACT	FOR (No., Street, County,	State and Zip Code)	ate and Zip Code) 9A. AMENDMENT OF SOLICITA			LICITATION NO.	
350 LOWELL ST ANDOVER MA 01810-4400				9B. DATED (S	EE ITEM II)	
			×	10A, MOD, OF W9113M-12-0	CONTRAC -0005	T/ORDER NO_	
			J	10B. DATED	(SEE ITEM	13)	
ODE 05716	FACILITY CO	OE APPLIES TO AMENDMENTS OF SOL	K	09-Nov-2011			_
The above numbered solicitation is amended as a			CIL	is extended,	is not exten	arled	-
(a) By completing Items 8 and 15, and returning or (c) By separate letter or lelegram which include RECEIVED AT THE PLACE DESIGNATED FI REJECTION OF YOUR OFFER. If by virtue of provided each telegramor letter makes reference. 2. ACCOUNTING AND APPROPRIATIO	des a reference to the solicitation OR THE RECEIPT OF OFFERS this amendment you desire to ch to the solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	ACK D M/ be m	NOWLHDGMENT AY RESULT IN Ida by telegrimor is	TO BE		
2. ACCOUNTING AND APPROPRIATIO See Schedule	DATA (II required)						
13. THI		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT					1
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM I	URSUANT TO: (Specify:		_		MADE IN T	łe'	
B. THE ABOVE NUMBERED CONTRA office, appropriation date, etc.) SET I		TO REFLECT THE ADMINISTRATI			as changes ir	paying	
C. THIS SUPPLEMENT AL AGREEMEN	NT ISENTERED INTO PI	URSUANT TO AUTHORITY OF:					٦
D. OTHER (Specify type of modification UNILATERAL: FAR 52.232-22 "Limitation	and authority)						
IMPORTANT: Contractor X is not	t, is required to sig	gn this document and return	cop	pies to the issuin	g office.		
4. DESCRIPTION OF AMENDMENT/MC where feasible.) Modification Control Number: See continuation page.	DDIFICATION (Organized	t by UCF section headings, including soli	citati	ion/contract subj	ect matter		
xcept as provided herein, all terms and conditions of 5A, NAME AND TITLE OF SIGNER (Typ		16A. NAME AND TITLE OF CO		RACTING OFFI		orprint)	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B UNITED STATES OF AME BY	PIC	EMAIL	2	DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting O	Hice)		19 11/17	
XCEPTION TO SF 30		30-105-04		STA	NDARD FO	RM 30 (Rev. 10-8)	3)

APPROVED BY OIRM 11-84

Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

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



SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000105 is added as follows:

ITEM NO 000105	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	CPFF				
	FOB: Destination				
			ESTIM	ATED COST	\$0.00
			120100	FIXED FEE	\$0.00
			TOTAL EST	COST + FEE	\$0.00
	ACRN AB		71745 501	2221 (222)	\$1,500,000.00

SECTION E - INSPECTION AND ACCEPTANCE

CIN: GFEBS001017819300001

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

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AB

CIN: GFEBS001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,500,000.00

Total: \$1,500,000.00

Cost Code: A5XFJ

The following have been modified:

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

CLI	Ns 0001/0002:	OLD AMT	NEW AMT	TOTALS
(1)	Amount Required for Full Funding, Including Fee(s):			TBD
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:			TBD_
(3)	Amount Separately Obligated for Payment of Fee:			TBD_
(4)	Total Amount Allotted and Obligated:	\$5,408,176	\$1,500,000	\$6,908,176
(5)	Net Amount Required for Full Funding:			TBD

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$6,908,176 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$6,908,176 dollars.

(End of clause)

(End of Summary of Changes)

