

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	
0009AB	Exercised DPPH With R&D Funds		See B-10	

(b)(4)

000501

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

CLIN 0009

## (a) Subclin 0009AB

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/OHHLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000502

SUBCLIN 0007AB

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

SUBCLIN 0007AC

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

## c. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- |   |                       |
|---|-----------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>20,468,700*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ <u>-0-</u>         |
| (3) Amount Separately Obligated for Payment of Fee:                 | \$ <u>-0-</u>         |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>-0-</u>         |
| (5) Net Amount Required for Full Funding:                           | \$ <u>20,468,700*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                       |

\*NOT-TO-EXCEED (NTE)

000503

SUBCLIN 0009AD:

- |   |                    |
|---|--------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>330,000*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ <u>-0-</u>      |
| (3) Amount Separately Obligated for Payment of Fee:                 | \$ <u>-0-</u>      |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>-0-</u>      |
| (5) Net Amount Required for Full Funding:                           | \$ <u>330,000*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover. |                    |

\*NOT-TO-EXCEED (NTE)

000504

V		1	2
2. AMENDMENT/MODIFICATION NO P00049		3. EFFECTIVE DATE 25-Oct-2000	4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)			
6. ISSUED BY ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO, MA 01879
		CODE	NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: ER1D730100-01 See Page 2			
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
25-Oct-2000		25-Oct-2000	

APPROVED BY OIRM 11 84

30-105-04

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

000505

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN: AM

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021 ER1D730100/1HHJLE/H

ORDER NO.: ER1D730100-01 Funded Amt: \$12,750,000 Modification P00049

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment of Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 48,823,622	\$12,750,000	\$ 61,573,622
(5) Net Amount Required for Full Funding:	\$ 96,342,854	(\$12,750,000)	\$ 83,592,854
(6) Estimated Period of Performance the Allotted Amount will cover:		01 Jun 01	

(b)(4)

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

DELETE  
Page 13B, Modification P00048  
Page 14, Modification P00047  
Page 21, Modification P00047

ADD  
Page 13B, Modification P00049  
Page 14, Modification P00049  
Page 21, Modification P00049

000506

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$12,750,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)

CLIN 0009

(a) Subclin 0009AB

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000507

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

## a. CLINs 0001 and 0002:

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

(2) Amount Allotted Under the LOF Clause for Payment of Costs: (b)(4)

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

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

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

## b. CLINs 0003 and 0004:

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

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b)(4)

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

(4) Total Amount Allotted and Obligated: \$ 61,573,622

(5) Net Amount Required for Full Funding: \$ 83,592,854

(6) Estimated Period of Performance the Allotted Amount Will Cover: 01 Jun 01

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

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

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

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

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

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

\*NOT-TO-EXCEED (NTE)

000508



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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$56,535,725 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 01 Jun 01. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT (In Millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000509

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTROL NUMBER V	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 00050	3. EFFECTIVE DATE 13-DEC-00	4. REQUISITION/PURCHASE KFO NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 500 HUNTSVILLE, AL 35807-3801		7. ADMINISTERED BY (if other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO, MA 01879	CODE NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001 10B. DATED (SEE ITEM 13) X 30-Jan-1998	
CUI# 08164		FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above mentioned solicitation is amended as set forth in item 14. The time and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. (Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as provided by one of the following methods: (a) by returning item 8 and returning _____ copies of the document; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by e-mail transmission which includes a reference to the solicitation and amendment numbers. For LCR (if YOUR AUTHORITY AGREEMENT) TO BE KNOWN HERE AT THIS PLACE DESIGNATED FOR THE RECEIPT OF OFFERS, MAKE TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If the terms of this amendment now desire to change an offer already submitted, such change may be made by telephone or letter, provided such telephone or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14			
14. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
15. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.104(b).			
X 16. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.203-2, "Changes - Cost-Reimbursement Alternate V"			
17. OTHER (Specify type of modification and authority)			
18. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copy to the issuing office.			
19. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LCR section numbers, including solicitation or contract subject matter where available) Order No. PPMJLJNSQ1 See Page 2			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to FAR 52.243-2, "Changes – Cost-Reimbursement Alternate V," the government elects to change the contract as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

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

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	<b>BASIC</b>			
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Program Definition and Risk Reduction (PDRR) and PTIR Block 1: Design, Development, Fabrication, Integration, and Test - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW, less CLIN 0005AD.	1	Task	\$ 145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000511

**OPTION I**

0005	PTIR Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	<u>Task</u>	\$164,011,800 NTE*
	0005AA PTIR Demonstration		<u>Task</u>	
	0005AB Mobile Mooring Station	1		\$ 16,934,000 NTE*
	0005AC Leave Behind Capability including Ground Support Equipment	1	Task	\$ 33,303,900 NTE*
	0005AD Communication Payload and Processing Station	1	Task	TBD**
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION II**

0007	SuR Block 2: Design, Development, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	Task	\$185,932,600 NTE*
	0007AA SuR Block 2: Design, Development, Fabrication, Integration, Test	1	Task	\$ 10,868,600 NTE*
	0007AB Mobile Mooring Station	1	Task	\$ 61,868,600 NTE
	0007AC Leave Behind Capability including Ground Support Equipment			

000512

TBD\*\*\*

0007AD	SuR Risk Mitigation	1	Task	
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b>OPTION III</b>			
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.		See B-10	\$ 20,798,700 NTE*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b>OPTION IV</b>			
0011	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.	1	Task	\$ 41,558,000 NTE*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

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

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

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

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

000513

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.



c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 07 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data and reports required by CLINs 0009 and 0010 by 30 Sep 05.

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

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


MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0003 - PDRR</u>		
	Second Quarter FY 00	(b)(3)(A)(i) & Title 10 Sec 130 (a)(c)
PTIR Block 1 CDR	Fourth Quarter FY 01	
PTIR Block 1 Software	Third Quarter FY 02	
Tether Test	First Quarter FY 03	
SIL Test and Check-Out	Fourth Quarter FY 04	
PTIR Near Field Range Test	First Quarter FY 04	
PTIR Elevated Tracking Test	First Quarter FY 05	
PTIR Pelham Tracking Test	Third Quarter FY 05	
PDRR System and SIL Complete	Fourth Quarter FY 05	
<u>CLIN 0005</u>		
SUBCLIN 0005AA		
	Second Quarter FY 05	
PDRR System Delivery	Fourth Quarter FY 05	(b)(3)(A)(i) & Title 10 Sec 130 (a)(c)
SUBCLIN 005AB		

000514

Mobile Mooring Station Preliminary Design Review	Second Quarter FY 04
Mobile Mooring Station Critical Design Review	Third Quarter FY 05
Mobile Mooring Station Delivery	Fourth Quarter FY 05
SUBCLIN 0005 AC - PTIR	
Leave Behind Capability including GSE	Fourth Quarter FY 05

CLIN 0007

SUBCLIN 0007 AA - SuR

SuR Preliminary Design Review	Third Quarter FY 05
SuR Critical Design Review	Second Quarter FY 06
	Fourth Quarter FY 06
SuR Delivery	Fourth Quarter FY 07

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

SUBCLIN 0007 AB - SuR

Mobile Mooring Station Delivery	Fourth Quarter FY 07
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SUBCLIN 0007 AC - SuR

Leave Behind Capability Including GSE	Fourth Quarter FY 07
---------------------------------------	----------------------

SUBCLIN 0007 AD - PDRR

SuR Launch and Recovery	Second Quarter FY 05
-------------------------	----------------------

CLIN 0011

Deliver Final Report	Twenty-four Months after exercise of Option
----------------------	--

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

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

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

OPTION

DATE

CLINs 0005 and 0006 (Option I)

000515

0005AA	NLT 30 Dec 01
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
0005AD	NLT 15 May 02

## CLINs 0007 and 0008 (Option II)

0007AA	NLT 30 Nov 01
0007AB	NT 30 Nov 02
0007AC	NLT 30 Jun 03
0007AD	NLT 1 Dec 01

## CLINs 0009 and 0010 (Option III)

NLT 30 Sep 05

## CLINs 00011 and 0012 (Option IV)

NLT 30 Dec 05

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

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

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0005AD must be exercised before or concurrently with the exercise of Subclin 0005AA and Subclin 0005AB. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if subclin 0007AA have been exercised.

b. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c. CLIN 0003 is changed as follows:



	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	\$16.000	
	FY 01	\$17.000	
	FY 02	\$20.500	
	FY 03	\$20.500	
	FY 04	\$25.400	
	FY 05	\$25.400	

4. Section J – List of Attachments is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254-E) Rev 3	28 Aug 00	6

000516



Scope of Work SW-JLENS-16-97, "JLENS Program," Rev 2 With Attachment A	16 Nov 00 16 Nov 00	12 2	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A008, A011, A013, A018 & A021	12 Oct 99 1 Sep 00	29 6	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously Furnished	7 Jul 00	32	
	Aug 2000	70	(b)(7)(E)
	24 Mar 00	37	(b)(7)(E)

6. The contractor shall redirect the effort in conformance with the contract as changed herein and submit a proposal for these changes within thirty (30) days that includes the program plan stated as end-products, technical requirements, for the PTIR to be provided under CLIN 0003 and the additional PTIR requirements to be provided under CLIN 0005AD rendering the PTIR in full compliance with the Performance Requirements Document for the PTIR.

7. Slipsheet pages to the contract will be provided upon definitization of the change order

000517

**U.S. ARMY SPACE AND MISSILE  
DEFENSE COMMAND (SMDC)  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

16 Nov 00

Rev 2

000518

## **1.0 INTRODUCTION**

### **1.1 Objective**

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

### **1.2 Scope**

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

### **1.3 Integrated Product Teams (IPTs)**

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

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

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

### **2.2 Meetings and Reviews - Contractor Internal**

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

000519

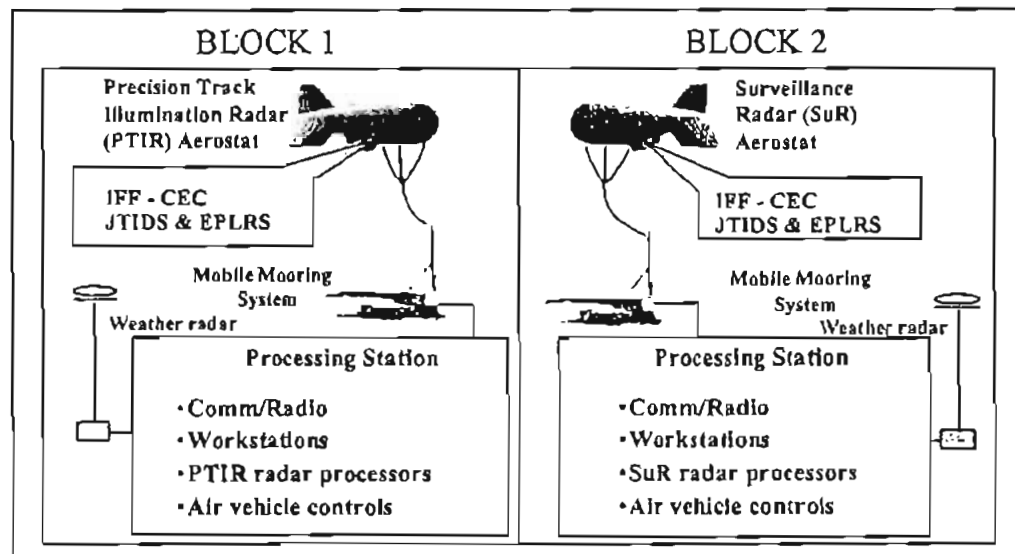
DATE: 11/16/00

**BLOCK APPROACH**

(This description is Programmatic and is provided for information only.)

**1. Block Program Summary**

Block 1 designs, fabricates, tests, produces, and deploys the PTIR fire control quality radar with sector surveillance capability integrated onto a 71M aerostat along with the processing station and ancillary equipment. Block 2 designs, fabricates, tests, produces, and deploys the wide area surveillance radar integrated into a 71M aerostat, along with the processing station and ancillary equipment. Block 1 and Block 2 configurations together meet the threshold system requirements as defined in the ORD. Block 3 consists of preplanned product improvements (P3I) to develop and incorporate advanced technology into Block 1 and Block 2 and updates the JLENS system to the objective requirements.

**OBJECTIVE SYSTEM****2. Block 1.**

(CLIN 0003) This portion of the Block 1 JLENS program designs and develops a fire control radar culminating in an elevated tracking test in 2QFY05. The fire control radar will be capable of tracking ORD threshold targets at ORD threshold ranges. The radar will also have the ability to perform sector search. The processing station will be essentially the same configuration used in the recent successful [REDACTED]

[REDACTED] The radar will be installed in an existing 71M refurbished aerostat, and

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

000520  
1

incorporate the new 70kVA tether. The proof of principal system will use the re-locatable mooring system equivalent to that currently emplaced at [REDACTED]

(b)(3)(A)

(i)&Title

10 Sec

130 (a)(b)

[REDACTED] Integration and testing under the funded program will consist of establishment and validation of the System Integration Laboratory (SIL), ground testing [REDACTED]

(CLIN 0005) This portion of Block 1 completes the PDRR system, funds DT/OT testing with [REDACTED] and develops the upgrades to the processing station to bring it [REDACTED] obtains [REDACTED] designs, develops and demonstrates the mobile mooring system. The Block 1 system for a highly successful, low risk MSII decision by [REDACTED]

(b)(3)(A)

(i)&Title

10 Sec 130

In (a)(b)

[REDACTED] In addition, the communications payload will be completed [REDACTED]

[REDACTED] The final PDRR Block 1 configuration will then be evaluated through the SIL hardware in the loop, and with the Joint Distributed Engineering Plant that provides HWIL capabilities with joint weapons and sensors. Finally, testing will be conducted using [REDACTED]

### 3. Block 2.

(CLIN 0007) Block 2 is the wide area SuR portion of the JLENS system. Block 2 designs, fabricates, tests, produces, and deploys the wide area surveillance radar, integrated into a 71-meter aerostat, along with the processing station and mobile mooring system and ancillary equipment. Since all of the Block 2 subsystems will have already been built and tested under the Block 1, the main effort will be on development of technical and operational utility of the radar, and integration and demonstration of the processing station software and hardware unique to the SuR. The Block 2 SuR will be demonstrated with the Block 1 PTIR [REDACTED]

[REDACTED] The new hardware and software will be incorporated into the SIL and testing of the SuR contribution to the SIAP will be evaluated in the joint environment.

### 4. Block 3.

(CLIN TBD) Block 3 consists of technology insertion and overall system upgrades to bring the JLENS system [REDACTED]

(b)(3)(A)

(i)&Title 10

Sec 130 (a)(b)

000521

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188							
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Management Issuing Contracting Officer for the Contract/PR No. listed in Block E.													
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____									
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON									
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT			3. SUBTITLE								
4. AUTHORITY (Date Acquisition Document No.) DI-ADMN-81505		5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2		6. REQUIRING OFFICE SMDC-AC-J									
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY <b>AS REQUIRED</b>	12. DATE OF FIRST SUBMISSION <b>AS REQUIRED</b>	14. DISTRIBUTION									
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>AS REQUIRED</b>	a. ADDRESSEE		b. COPIES							
						Draft	Final						
						Reg	Repro						
16. REMARKS DEVELOP AND SUBMIT A DETAILED AGENDA 20 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.  PRs: FOUR PROGRAM REVIEWS PER YEAR SHALL BE CONDUCTED ROTATED AMONG THE CONTRACTOR FACILITIES AND THE JLENS PROJECT OFFICE, HUNTSVILLE, AL.  PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.  IT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVERNMENT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.  CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.  *LETTER OF TRANSMITTAL ONLY.  INTEGRATED BASELINE REVIEW (IBR) OF RESTRUCTURED PROGRAM SHALL BE CONDUCTED 60 TO 90 DAYS AFTER RESTRUCTURE MODIFICATION SIGNED BY PCO.													
										15. TOTAL			
										17. DATE		18. DATE	
				1 Sep 00		1 Sep 00							

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)



### CONTRACT DATA REQUIREMENTS LIST

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OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 100 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (Washington, DC 20503). PLEASE DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E

A. CONTRACT LINE ITEM NO. 0004,0006, 0008		B. EXHIBIT A		C. CATEGORY: TOP _____ YM _____ OTHER _____	
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR. NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON	
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM SOFTWARE DEVELOPMENT PLAN		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81427		5. CONTRACT REFERENCE SOW PARA 3.5.3		6. REQUIRING OFFICE SMDC-AC-J	
7. DD 250 REQ LT		8. DIST STATEMENT REQUIRED		10. FREQUENCY	
9. APP CODE A		11. AS OF DATE		12. DATE OF FIRST SUBMISSION 60 DAC MOD	
13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		14. DISTRIBUTION		b. COPIES	
15. ADDRESSEE		Draft		Final	
		Reg		Repro	
16. REMARKS					
SUBMISSION 60 DAYS AFTER RESTRUCTURE MODIFICATION AND 60 DAYS PRIOR TO EACH DR(s). SUBSEQUENT SUBMISSIONS AS REQUIRED. CONTENTS OF SOFTWARE DEVELOPMENT PLAN SHALL BE IAW DID.					
APPROVAL: G30/C30					
CONTRACTOR FORMAT ACCEPTABLE.					
*LETTER OF TRANSMITTAL WHEN POSTED TO THE CONTRACTOR'S JLENS SERVER.					
17. TOTAL					
DATE 18400					
DATE 18400					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE



# **CONTRACT DATA REQUIREMENTS LIST** (1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Contract Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.  
0004, 0006, 0008

B. EXHIBIT  
A

C. CATEGORY:  
TOP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM  
JLENS

E. CONTRACT/PR NO.  
DASG60-98-C-0001

F. CONTRACTOR  
RAYTHEON

1. DATA ITEM NO.  
A013

2. TITLE OF DATA ITEM  
SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES

3. SUBTITLE  
JLENS SYSTEM MODEL

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

5. CONTRACT REFERENCE  
SOW PARA 3.9.1

6. REQUIRING OFFICE  
SMDC-AC-J

7. DD 250 REQ  
LT

9. DIST STATEMENT REQUIRED  
STATEMENT REQUIRED

10. FREQUENCY  
AS REQUIRED

12. DATE OF FIRST SUBMISSION  
BLK 16

14. DISTRIBUTION

8. APP CODE  
N/A

11. AS OF DATE

13. DATE OF SUBSEQUENT SUBMISSION  
BLK 16

a. ADDRESSEE

b. COPIES  
Draft Final  
Reg Repra

16. REMARKS

ENGR M&S RESULTS SHALL BE PROVIDED FOR REVIEW AT DR(s).

\*LETTER OF TRANSMITTAL WHEN POSTED TO THE CONTRACTOR'S JLENS SERVER.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

DATE 1 Sep 00

DATE 1 Sep 00

000525

(b)(6)

Form Approved  
OMB No. 0704-0188

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TRACT LINE ITEM NO. 0010		B. EXHIBIT A		C. CATEGORY TDP      TM      OTHER	
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON	
1. DATA ITEM NO. A021	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT (FMER)			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331		5. CONTRACT REFERENCE SOW PARA 2.6.1		6. REQUIRING OFFICE SMDC-AC-J	
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION	
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE	b. COPIES
16. REMARKS  CONTRACTOR SHALL SUBMIT CONCURRENT WITH C/SSR.  ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF ACCOUNTING MONTH AFTER CONTRACT AWARD.  ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.  TAILOR DID: BLOCK 10, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.  *LETTER OF TRANSMITTAL ONLY				Draft	Final
					Reg
15. TOTAL					
G. PREPARED				J. DATE	
CHARLOTTE MCMANUS				15 Sep 00	

10. ESTIMATED TOTAL PRICE	
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000527

(b)(6)

# CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

I. CONTRACT LINE ITEM NO. 0010		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON	
1. DATA ITEM NO. A021	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT (FMER)			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331		5. CONTRACT REFERENCE SOW PARA 2.6.1		6. REQUIRING OFFICE SMDC-AC-J	
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION	
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE	b. COPIES
					Draft Final Reg Repro
16. REMARKS					
CONTRACTOR SHALL SUBMIT CONCURRENT WITH C/SSR.					
ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF ACCOUNTING MONTH AFTER CONTRACT AWARD.					
ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.					
TAILOR DID: BLOCK 10, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.					
*LETTER OF TRANSMITTAL ONLY					
18. TOTAL →					
G. PREPARED CHARLOTTE MC MANUS				J. DATE 1 Sep 00	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

000527

(b)(6)

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i>				1. CLEARANCE AND SAFEGUARDING (b)(7)(E)  a. FACILITY CLEARANCE REQUIRED: [REDACTED]  b. LEVEL OF SAFEGUARDING REQUIRED: [REDACTED]	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable) (b)(7)(E)		
X	a. PRIME CONTRACT NUMBER DASG60-98-C-0001		a. ORIGINAL (Complete date in all cases)		Date (YYMMDD) 980113
	b. SUBCONTRACT NUMBER		X	b. REVISED (Supersedes all previous specs)	Revision No. 3 Date (YYMMDD) 000828
	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)		c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? (X) YES ( ) NO. If yes, complete the following: Classified material received or generated under <u>DASG60-96-C0190</u> (Preceding Contract Number) is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254 ( ) YES (X) NO. If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of: _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP Raytheon Company dba Raytheon Systems Company 180 Hartwell Road Bedford, MA 01730		b. CAGE CODE  04164		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Northeast Region, DIS New England Sector Barnes Building 495 Summer Street Boston, MA 02210-2192	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
Conduct Advanced Studies Concerning Aerostat Applications for Land Attack Cruise Missile Defense (b)(7)(E)					
10. THIS CONTRACT WILL REQUIRE ACCESS TO			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY		
b. RESTRICTED DATA			b. RECEIVE CLASSIFIED DOCUMENTS ONLY		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AND OPERATE CLASSIFIED MATERIAL		
d. FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		
(1) Sensitive Compartmented Information (SCI)			f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND		
(2) Non-SCI			g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY		
f. SPECIAL ACCESS INFORMATION			h. REQUIRE A COMSEC ACCOUNT		
g. INFORMATION			i. HAVE TEMPEST REQUIREMENTS		
h. GOVERNMENT INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
i. LIMITATION DISSEMINATION INFORMATION			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		
j. FOR OFFICIAL USE ONLY INFORMATION			l. OTHER (specify)		
k. OTHER (specify)			SEE BLOCK 12 REMARKS		

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release. NO PUBLIC RELEASE OF [REDACTED] PERTAINING TO THIS CONTRACT IS AUTHORIZED.

[ ] DIRECT [X] THROUGH (Specify)

Deputy Commander, U.S. Army Space and Missile Defense Command

P.O. Box 1500

Huntsville, Alabama 35807-3801

(b)(7)(E)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.

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

SEE ATTACHED PAGES

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

AND [REDACTED]

SEE BLOCK 13 REMARKS

(b)(7)(E)

**15. INSPECTIONS.** ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements covered and the activity responsible for inspections. Use item 13 if more space is needed.) [ ] YES [X] NO

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

a. TYPED NAME OF CERTIFYING OFFICIAL

(b)(6)

b. TITLE

Contracting Officer's Representative for Industrial Security

c. TELEPHONE (Include Area Code)

(b)(6)

d. ADDRESS (Include Zip Code)

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

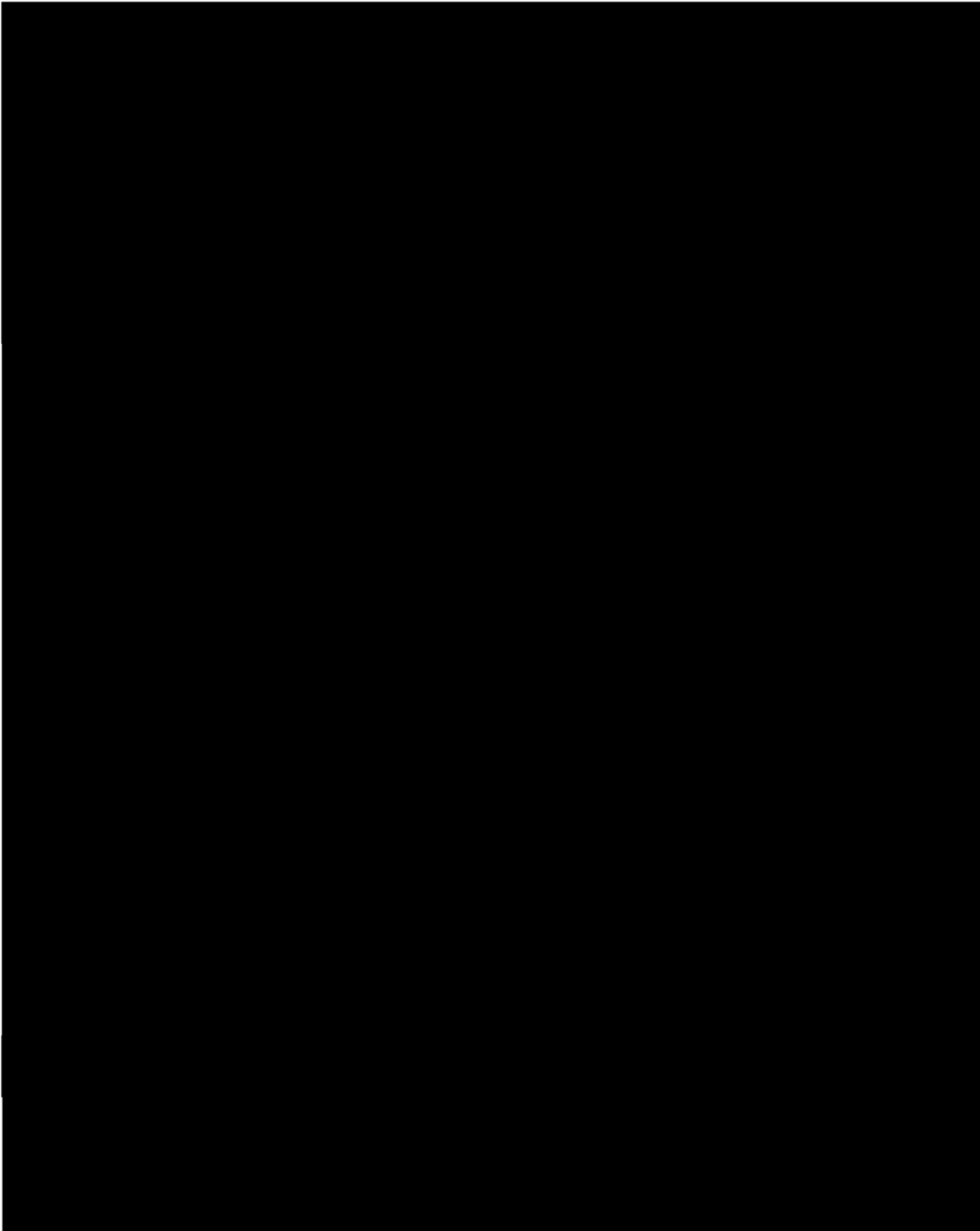
17. REQUIRED DISTRIBUTION

(X) CONTRACTOR  
( ) SUBCONTRACTOR  
( ) COG FOR PRIME & SUBCONTRACTOR  
(X) ADMINISTRATIVE CONTRACTING OFFICER  
(X) OTHERS AS NECESSARY

60 TMO

(b)(6)

000529



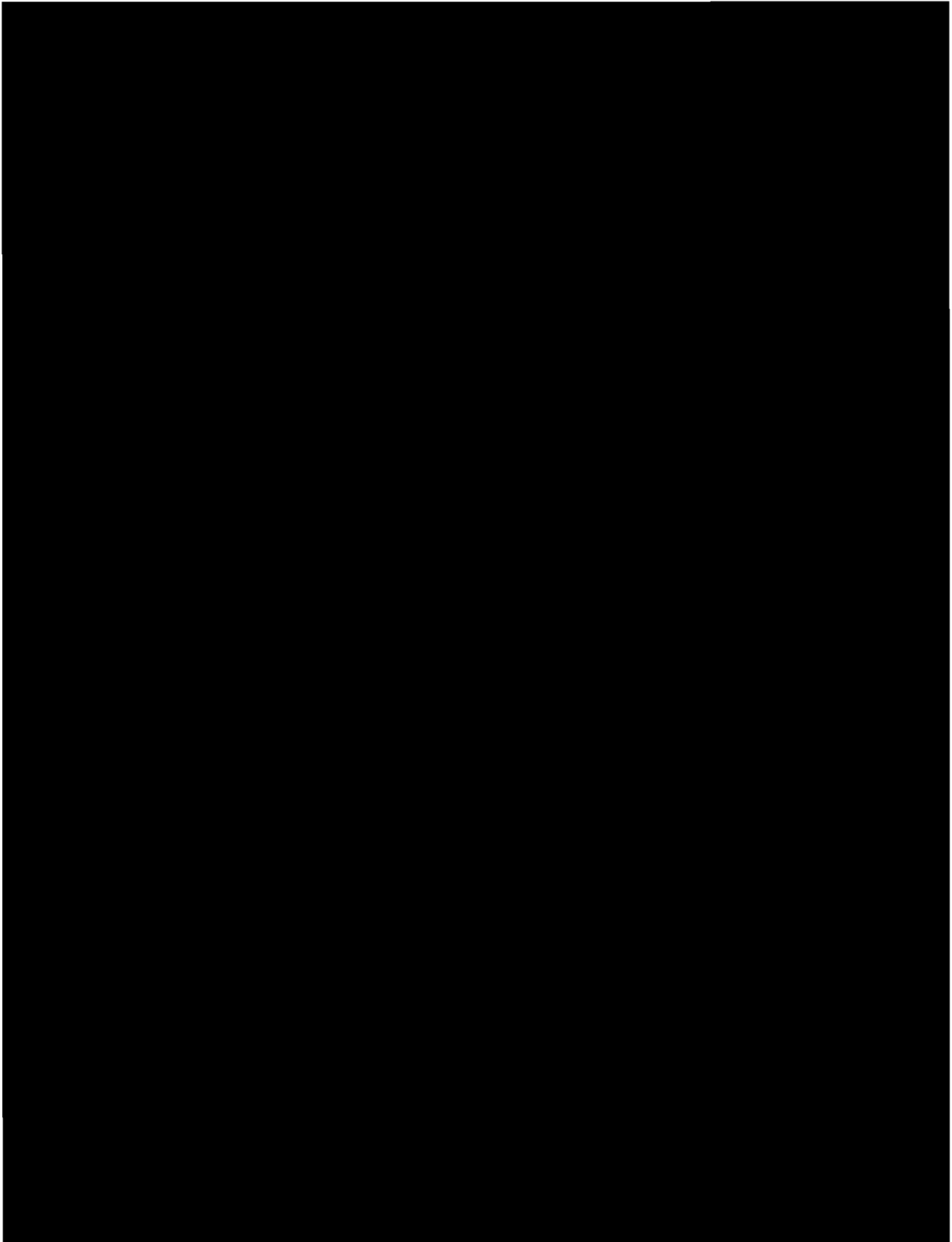
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(E)

000530



(b)(7)(E)

(b)(7)(E)

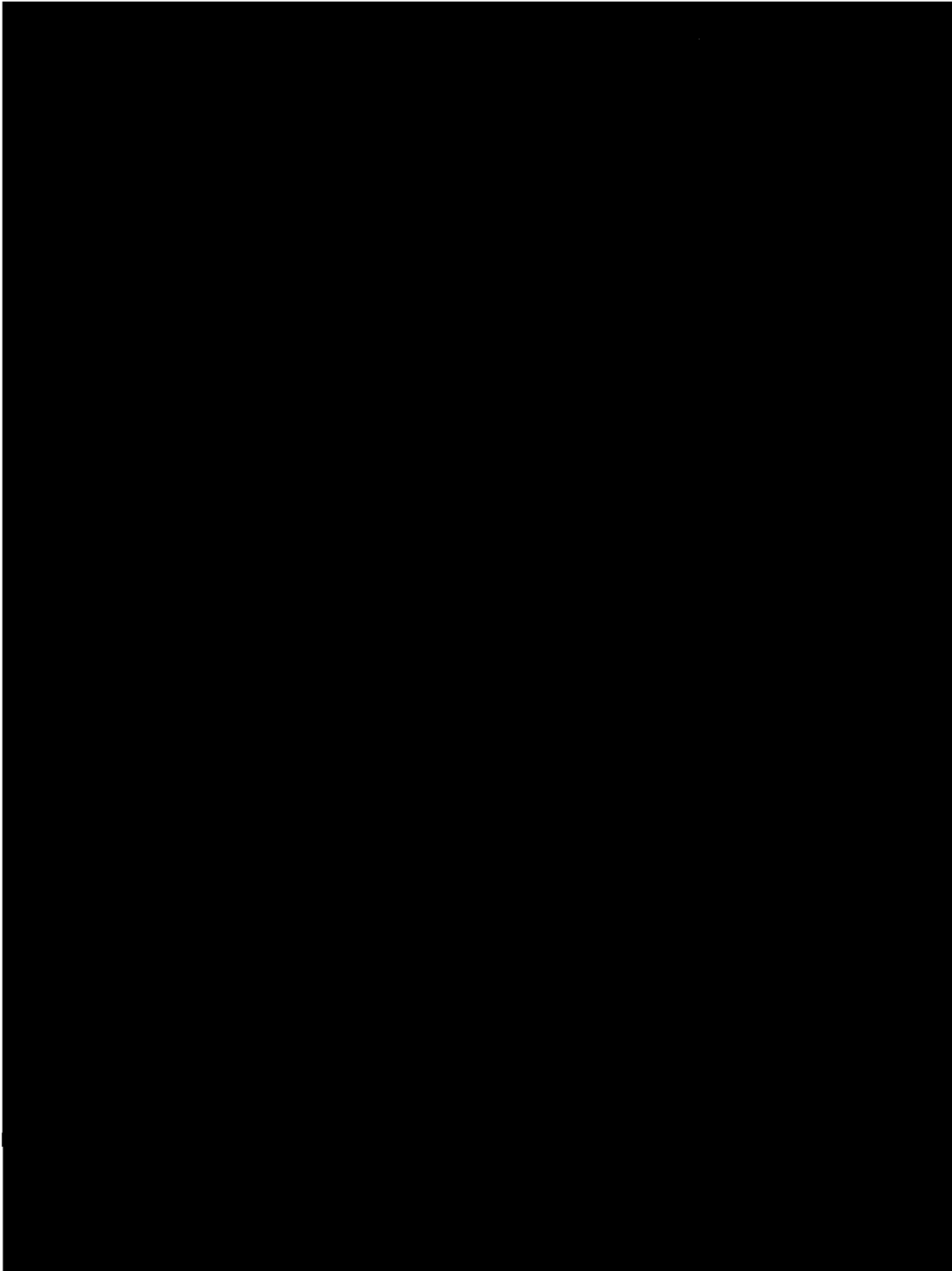
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(b)(7)(E)

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(b)(7)(E)

000531



(b)(7)(E)

(b)(7)(E)

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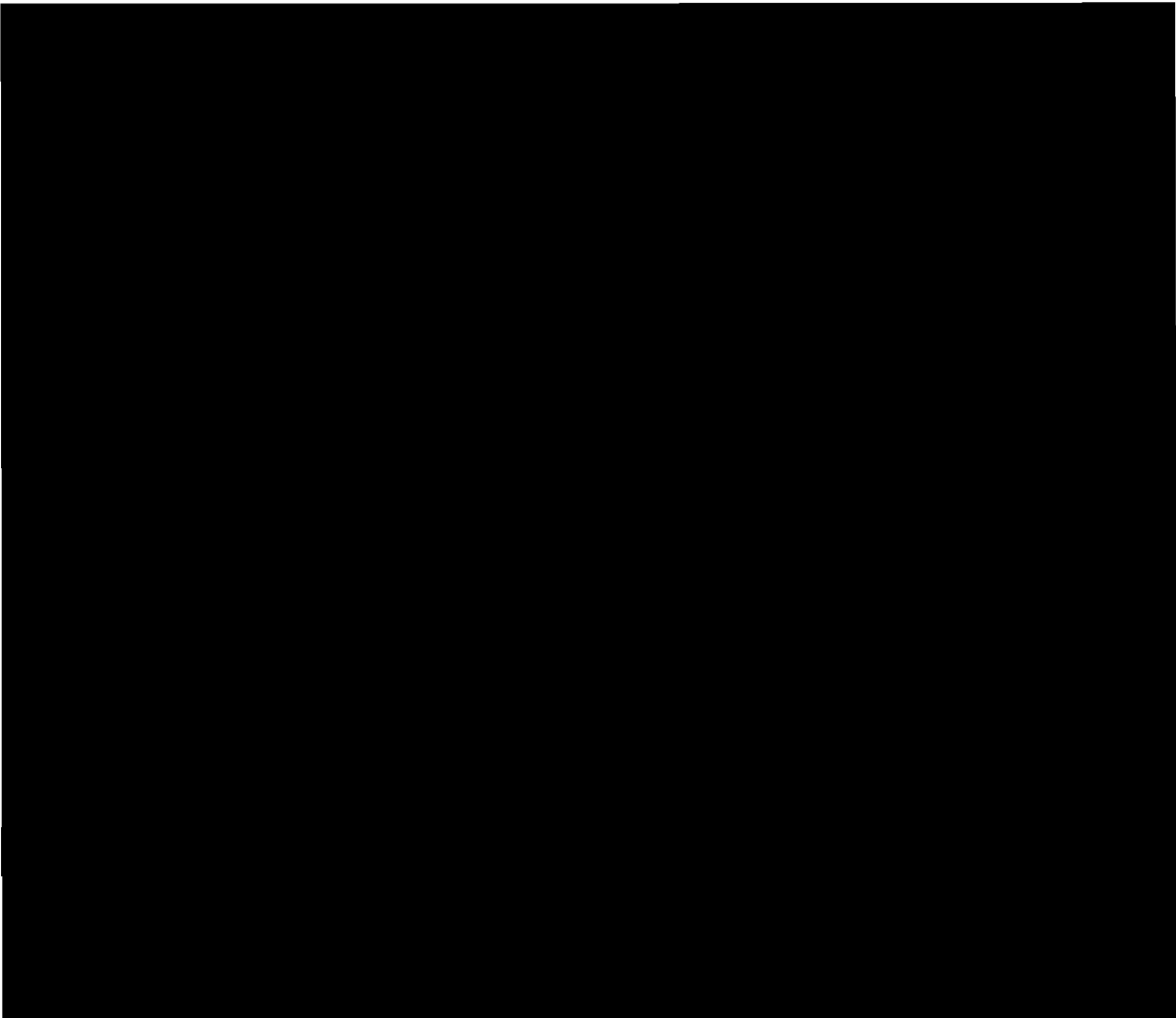
(b)(7)(E)

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(b)(7)(E)

000532





(b)(7)(E)

(b)(7)(E)

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(b)(7)(E)

000533

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 00051	3. EFFECTIVE DATE 13-DEC-00	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY CORPS OF ENGINEERS DEFENSE COMMAND PO BOX 500		7. ADMINISTERED BY (If other than (b)(6)) DCM TYNGSBORO PO BOX 608	8. CODE NONE
9. HUNTSVILLE AL 35807-3801		10. TYNGSBORO MA 01879	
11. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		12. 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 13) 13. 10A. MOD. OF CONTRACT ORDER NO. DASG80-96-C-0001 10B. DATED (SEE ITEM 13) 30-Jan-1998	
14. CODE 00154		15. FACILITY CODE	
16. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
17. The above solicitation modification is executed on and forth in duplicate. The hour and date specified for receipt of offer. <input type="checkbox"/> is extended <input type="checkbox"/> is not extended			
18. (a) By submitting acknowledgment receipt of this amendment form to the hour and date specified in the solicitation or as amended by one of the following methods: (i) By submitting receipt of this amendment form to the hour and date specified in the solicitation or as amended by one of the following methods: (ii) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (b) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (c) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (d) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (e) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (f) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (g) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (h) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (i) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (j) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (k) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (l) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (m) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (n) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (o) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (p) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (q) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (r) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (s) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (t) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (u) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (v) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (w) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (x) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (y) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted. (z) By submitting acknowledgment receipt of this amendment on each copy of the offer submitted.			
19. 2. ACCOUNTING AND APPROPRIATION DATA (If required): See schedule			
20. 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 10 THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
21. 14. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.101(b).			
22. 15. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.101(b) and FAR 32.232-22			
23. 16. OTHER: Specify type of modification and authority			
24. 17. IMPORTANT: Customer <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <input type="checkbox"/> to the issuing office			
25. 18. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where applicable.) Order No. ER10730100-02 See Page 2			

## SECTION SF.30 BLOCK 14 CONTINUATION PAGE

Whereas, the contractor has submitted a proposal, dated 25 October 2000, for definitizing the Not To Exceed (NTE) for CLINs 0009 and 0010, and

Whereas, the parties have completed negotiations of the definitive CLINs 0009 and 0010, and

Whereas, this modification represents full, complete, and final settlement for definitization of the contractor's proposal, and

Whereas, the parties hereto agree to delete provision G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES without cost or schedule impact, and

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

NOW, THEREFORE, for and in consideration of the premises, the contract is modified as follows:

1. SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS is modified as follows:

a. Paragraph B-1, LINE ITEM DESCRIPTION, CLIN 0009, the Amount of \$20,798,700\* is deleted and 2 subclins are established as shown below:

:

<u>SUBCLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
0009AA	Level of Effort	See B-10	\$14,095,880
0009AB	Materials	See B-10	\$5,528,296

b. Paragraph B-6. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010, subparagraphs a., b., and c. are deleted and replaced with the following:

a. Subclin 0009AA:

(1) The estimated cost, exclusive of fixed fee for Subclin 0009AA is [REDACTED]

(b)(4)

(2) The fixed fee for Subclin 0009AA is [REDACTED]

(3) The total amount for Subclin 0009AA is \$14,095,880.

b. Subclin 0009AB:

(1) The estimated cost, exclusive of fixed fee for Subclin 0009AB is [REDACTED]

(b)(4)

(2) There is no fee.

c. Paragraph B-10. LEVEL OF EFFORT (Applicable to CLINs 0009/0010) is modified to read LEVEL OF EFFORT AND MATERIALS (Applicable to CLINs 0009/0010), and subparagraph a. is added for Subclin 0009AA and the existing subparagraphs are renumbered (1), (2), and (3). A subparagraph b. is also added for Subclin 0009AB and a definition for materials which reads: "Material is property that may be incorporated into or attached to the demonstrated end item, or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009."

000535

## 2. SECTION G – CONTRACT ADMINISTRATION DATA is modified as follows:

a. Paragraph G-1. Invoicing and Vouchering, subparagraph c. is deleted in its entirety and replaced with the following subparagraph c. "The contractor shall identify on each public voucher the Contract Line Item Number (CLIN) which pertains to the charges billed, e.g., CLIN 0003."

b. Paragraph G-5. Accounting and Appropriation Data, is modified to add the following:

(1) CLINs 0003 and 0004:

ACRN: AM



ACCT CLASS: 2112040 36 9618 P172419E55 255Y ERID730100 S01021 ERID730100/1HHJLE/H

ORDER NO.: ERID730100-02 Funded Amt: \$2,250,000 Modification P00051

(2) The funding shown for CLIN 0009 is changed from Subclin 0009AB to subclin 0009AA.


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

(1) CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 61,573,622	\$2,250,000	\$ 63,823,622
(5) Net Amount Required for Full Funding:	\$ 83,592,854	(\$2,250,000)	\$ 81,342,854
(6) Estimated Period of Performance the Allotted Amount will cover:		16 Jul 01	

(2) CLINs 0009 and 0010: is modified to read as follows:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Fee:	\$ 330,000
(4) Total Amount Allotted and Obligated:	\$13,765,880
(5) Net Amount Required for Full Funding:	

000536

(b)(4)

(6) Estimated Period of Performance the Allotted Amount will cover: 30 Sep 01

SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	\$ - 0 -
(3) Amount Separately Obligated for Payment of Fee:	\$ - 0 -
(4) Total Amount Allotted and Obligated:	\$ - 0 -
(5) Net Amount Required for Full Funding:	\$5,528,296
(6) Estimated Period of Performance the Allotted Amount will cover:	

d. Paragraph G-7. Payment by Electronic Fund Transfer (EFT) Procedures: is deleted in its entirety.

3. SECTION H – SPECIAL CONTRACT REQUIREMENTS, Paragraph H-3. Options, is modified to add the CPFF unit price per DPPH of [REDACTED] to be used to exercise CLIN 0009AA, if it is exercised incrementally.

(b)(4)

3. SECTION J – LIST OF ATTACHMENTS is modified to add Raytheon Comprehensive Subcontracting Plan, 1 Oct 00 through 30 Sep 01, 29 pages, attached hereto by reference.

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

DELETE	ADD
Page 3A, Modification P00034	Page 3A, Modification P00051
Page 3B, Modification P00048	Page 3B, Modification P00051
Page 4B, Modification P00034	Page 4B, Modification P00051
	Page 4C, Modification P00051
Page 6, Modification P00034	Page 6, Modification P00051
Page 7, Modification P00034	Page 7, Modification P00051
Page 12, Modification P00034	Page 12, Modification P00051
Page 13B, Modification P00049	Page 13B, Modification P00051
Page 14, Modification P00049	Page 14, Modification P00051
Page 14B, Modification P00048	Page 14B, Modification P00051
Page 14C, Modification P00048	Page 14C, Modification P00051
Page 15, Modification P00039	Page 15, Modification P00051
Page 17, Modification P00034	Page 17, Modification P00051
Page 21, Modification P00049	Page 21, Modification P00051
Page 48, Modification P00040	Page 48, Modification P00051
Page 49, Basic Contract	Page 49, Modification P00051

000537





<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION III</u>				
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.	See B-10		
0009AA	Level-of-Effort (Includes labor, travel, subcontract)	See B-10		\$14,095,880
0009AB	Materials	See B-10		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A012, A014, A015, A016, A017, A018, A019, A020 and A021, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION IV</u>				
0011	Operations & Sustainment (O&S) Support - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

000538

RAYTHEON COMPANY

MODIFICATION P00051 TO  
CONTRACT DASG60-98-C-0001  
PAGE 3B OF 49 PAGES  
PREVIOUS: MOD P00048

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars		See B-10	
	Exercised Material Dollars		See B-10	

(b)  
(4)

000539

SUBCLIN 0007AC

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED]

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

## a. SUBCLIN 0009AA:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0009AA, is [REDACTED]
- (2) The fixed fee for SUBCLIN 0009AA is [REDACTED]
- (3) The total amount for SUBCLIN 0009AA is \$14,095,880.

(b)(4)

## b. SUBCLIN 0009AB:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0009AB, is [REDACTED]
- (2) The fixed fee for SUBCLIN 0009AB is [REDACTED]
- (3) The total amount for SUBCLIN 0009AB is \$5,528,296.

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

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

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

000540



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

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

	CLIN 0001	CLIN 0002	TOTAL TARGET COST
Target Cost	[REDACTED]	NSP*	[REDACTED]

\*Not Separately Priced

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

000541

**B-10. LEVEL OF EFFORT AND MATERIALS (Applicable to CLINs 0009/0010):****a. SUBCLIN 0009AA:**

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

**LABOR CATEGORY****DIRECT PRODUCTIVE  
PERSON HOURS  
LEVEL OF EFFORT**

Engineering and Support

(b)(4)

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

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

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

**B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:**

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

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

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

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of PTIR (b)(3) and statement of work requirements.

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

000542

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

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

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

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

000543

**SECTION G - CONTRACT ADMINISTRATION DATA****G-1. INVOICING AND VOUCHERING:**

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

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

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

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

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

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

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

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

00054.4

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$15,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)

CLIN 0009

(a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000545

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

- a. CLINs 0001 and 0002:
- |   |            |        |
|---|------------|--------|
| (1) Amount Required for Full Funding:                               | \$ 437,946 |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |            | (b)(4) |
| (3) Total Amount Allotted and Obligated:                            | \$ 440,100 |        |
| (4) Net Amount Required for Full Funding:                           | (\$ 2,154) |        |
| (5) Estimated Period of Performance the Allotted Amount Will Cover: | 30 Sep 99  |        |
- b. CLINs 0003 and 0004:
- |   |                |        |
|---|----------------|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476  |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |                | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            |                | (b)(4) |
| (4) Total Amount Allotted and Obligated:                              | \$ 63,823,622* |        |
| (5) Net Amount Required for Full Funding:                             | \$ 81,342,854* |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 16 JUL 01      |        |
- c. CLINs 0005 and 0006:
- SUBCLIN 0005AA
- |   |                |  |
|---|----------------|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$164,011,800* |  |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ -0-         |  |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ -0-         |  |
| (4) Total Amount Allotted and Obligated:                            | \$ -0-         |  |
| (5) Net Amount Required for Full Funding:                           | \$164,011,800* |  |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                |  |

\*NOT-TO-EXCEED (NTE)

000546

SUBCLIN 0007AB


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

SUBCLIN 0007AC

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

## e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- |   |  |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>14,095,880</u>   |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  (b)(1) |
| (3) Amount Separately Obligated for Payment of Fee:                 |  |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>330,000</u>  |
| (5) Net Amount Required for Full Funding:                           | \$ <u>14,095,880</u>   |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |  |

\*NOT-TO-EXCEED (NTE)

000547

SUBCLIN 0009AB:

- |   |                     |
|---|---------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>5,528,296</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ <u>-0-</u>       |
| (3) Amount Separately Obligated for Payment of Fee:                 | \$ <u>-0-</u>       |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>-0-</u>       |
| (5) Net Amount Required for Full Funding:                           | \$ <u>5,528,296</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                     |

000548



d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

G-7. DELETED.

G-8. Remittance Address:

(b) (4)



000549

H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

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

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

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

000550

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

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

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

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$58,601,514 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 16 Jul 01. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT (In Millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000551

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Security Guide, SUBJECT: JLENS Development Program Payload Security Classification Guide (U), classified (b) (7)(E) [REDACTED] attached hereto by reference and previously furnished.	20 Feb 98	22
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U), (includes Appendices A through G, 48 pages) (b) (7)(E) [REDACTED] attached hereto by reference and previously furnished.	7 Sep 99	73
H&R, ES/WR/97-164, Addendum 1 to Volume 3, OPSEC Plan, (b) (7)(E) [REDACTED] attached hereto by reference.	27 Aug 97	10
GFE/S*	3 Jan 00	2
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33
Raytheon Comprehensive Subcontracting Plan, attached hereto by reference.	1 Oct 00 - 30 Sep 01	
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:		
Program Management Approach	14 Nov 97	16
CAIV Approach	15 Nov 97	8
Systems Engineering	14 Nov 97	18
Simulation, Test and Evaluation	9 Jan 98	47
Risk Mitigation Approach	14 Nov 97	22
Integrated Logistic Approach	9 Jan 98	12
Product Assurance Approach	14 Nov 97	12
Configuration Management Approach	14 Nov 97	10
Operation and Sustainment (O&S) Approach	14 Nov 97	13

000552

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Acronym List	14 Nov 97	7
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.		

000553

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00052		3. EFFECTIVE DATE 01-Mar-2001		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) ER1D730100-C9	
6. ISSUED BY [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3401		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		8. CODE W31RPD		9. CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0003				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. (IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.)							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying (office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, LIMITATION OF FUNDS							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
1. Incremental funding in the amount of \$2,000,000 is hereby obligated for performance of CLIN 0003.							
2. Effect of Modification P00050 on contract Section J replacement pages is hereby reflected.							
Except as provided herein, all terms and conditions of the document referenced in item 7A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR				16C. DATE SIGNED			
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
ISSUED BY OIRM 11-84

30 105-04

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

000554

(b)(6)

01-Mar-2001

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

WHEREAS, changes to the contract Section J were effected by Modification P00050, but slipsheet pages to the contract were projected to be provided upon definitization of the change order. It is now the desire of the Government to reflect those changes to Section J in the current "Living Contract."

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

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

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

ACRN: AM  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021 ER1D730100/1HHJLE/H  
ORDER NO.: ER1D730100-03 Funded Amt: \$2,000,000 Modification P00052

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 63,823,622	\$2,000,000	\$65,823,622
(5) Net Amount Required for Full Funding:	\$ 81,342,854	(\$2,000,000)	\$79,342,854
(6) Estimated Period of Performance the Allotted Amount will cover:	16 Jul 01		30 Sep 01

2. SECTION J - LIST OF ATTACHMENTS is changed as described in Modification P00050.

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

DELETE	ADD
Page 13B, Modification P00051	Page 13B, Modification P00052
Page 14, Modification P00051	Page 14, Modification P00052
Page 47, Modification P00040	Page 47, Modification P00052
Page 48, Modification P00051	Page 48, Modification P00052

000555

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

CLIN 0009

## (a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)


ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000556


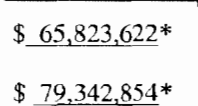


G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds;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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: 
- (4) Total Amount Allotted and Obligated: \$ 65,823,622\*
- (5) Net Amount Required for Full Funding: \$ 79,342,854\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 01

## c. CLINs 0005 and 0006:

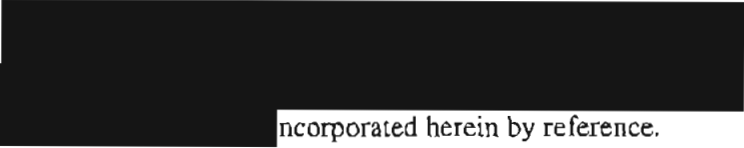

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000557

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 3	28 Aug 00	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A008, A0011, A013, A018 & A021	12 Oct 99 1 Sep 00	29 6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference Upon request, the Contracting Officer will provide.	03 Jul 89	132
 incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16 (b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32
 attached hereto by reference and previously furnished.	Aug 2000	70 (b)(7)(E)

000558

<u>TITLE</u>	<u>DATE</u>	<u>#OF PAGES</u>	
Security Guide, SUBJECT: JLENS Development Program Payload Security Classification Guide (U), [REDACTED] attached hereto by reference and previously furnished.	24 Mar 00	37	(b)(7)(E)
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U), (includes Appendices A through G, 48 pages) [REDACTED] attached hereto by reference and previously furnished.	7 Sep 99	73	(b)(7)(E)
H&R, ES/WR/97-164, Addendum 1 to Volume 3, OPSEC Plan, [REDACTED] attached hereto by reference.	27 Aug 97	10	(b)(7)(E)
GFE/S*	3 Jan 00	2	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Oct 00 - 30 Sep 01		
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	

000559

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00053		3. EFFECTIVE DATE 11-May-2001		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY U.S. AIR SPACE AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0300				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying fee, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes:  1. Provide incremental funding in the amount of \$5,800 for performance of CLIN 0003  2. Contract Clause G-3 is changed to reflect [REDACTED] as the Contracting Activity Representative  3. All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				15C. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		[REDACTED]		16C. DATE SIGNED 11-May-2001	
				(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000560

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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


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


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

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

ACRN: AN  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C Funded Amt: \$5,800 Modification P00053

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 65,823,622	\$ 5,800	\$65,829,422
(5) Net Amount Required for Full Funding:	\$ 79,342,854	(\$ 5,800)	\$79,337,054
(6) Estimated Period of Performance the Allotted Amount will cover:	30 Sep 01		30 Sep 01

2. Contract Clause G-3, CONTRACTING ACTIVITY REPRESENTATIVE, is hereby changed to reflect  as the Contracting Activity Representative. (b)(6)

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

DELETE

Page 13, Modification P00027  
Page 13B, Modification P00052  
Page 14, Modification P00052

ADD

Page 13, Modification P00053  
Page 13B, Modification P00053  
Page 14, Modification P00053

000561

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:Contract MattersNAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):

(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.G-5. ACCOUNTING AND APPROPRIATION DATA:CLIN 0001

ACRN: AA  
CUMULATIVE AMOUNT: \$440,100  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021  
ER8D730400/8HHJLE/H

ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)  
ER8D730400-04 FUNDED AMT: (\$500,000)(P00011)  
ER8D730400-05 FUNDED AMT: (\$525,000)(P00019)  
ER8D730400-06 FUNDED AMT: (\$ 9,503)(P00024)  
ER8D730400-07 FUNDED AMT: (\$ 7,400)(P00027)

ACRN: AD  
CUMULATIVE AMOUNT: \$0  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/THHAER/H

ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)  
ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN: AB  
CUMULATIVE AMOUNT: \$2,298,235  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/THHAER/H

ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)  
ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000562

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

CLIN 0009

## (a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000563

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 65,829,422\*
- (5) Net Amount Required for Full Funding: \$ 79,337,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 01

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000564



## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CLIN  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. PO 1 54	3. EFFECTIVE DATE [REDACTED]	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) (b)(6)
6. IS. BY US ARMY SPACE AND MISSILE DEFENSE [REDACTED] HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE NONE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04184	FACILITY CODE
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## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to effect the following changes:

1. Provide incremental funding in the amount of \$7,002,000 for performance of CLIN 0003.
2. Correct administrative errors to clauses G-8 and H-10.
3. All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (Signature of Contracting Officer)
	16C. DATE SIGNED 11-Oct-2001

E-1 ON TO SF 30  
A BY OIRM 11-84

30-105-04

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

000545

## SECTION A Solicitation/Contract Form

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


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

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

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

ACRN: AP  
 ACCT CLASS: 212 2040 5Q 5Q17 P172419B55 255Y ER2D730000 S01021  
 ER2D730000/24KJLE/4K0000  
 ORDER NO.: ER2D730000-01 Funded Amt: \$7,002,000 Modification P00054

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 65,829,422	\$ 7,002,000	\$72,831,422
(5) Net Amount Required for Full Funding:	\$ 79,337,054	(\$7,002,000)	\$72,335,054
(6) Estimated Period of Performance the Allotted Amount will cover:	30 Sep 01		4 Jan 02

2. The following correction is made to page 14B of the contract. Paragraph G-6.e.(5), Net Amount Required for Full Funding, is corrected to read \$13,765,880. A corrected page is attached hereto.

3. Modifications P00052 and P00053 inadvertently failed to change clause H-10, Incremental Funding of the Contract. Therefore, a corrected page is attached hereto, which includes funding provided by this modification.

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

## DELETE

Page 13B, Modification P00053  
 Page 14, Modification P00053  
 Page 14B, Modification P00051  
 Page 21, Modification P00051

## ADD

Page 13B, Modification P00054  
 Page 14, Modification P00054  
 Page 14B, Modification P00054  
 Page 21, Modification P00054

000566

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/IHHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$7,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)

CLIN 0009

## (a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000567

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- |   |                |        |
|---|----------------|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476  |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |                | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            |                |        |
| (4) Total Amount Allotted and Obligated:                              | \$ 72,831,422* |        |
| (5) Net Amount Required for Full Funding:                             | \$ 72,335,054* |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 4 Jan 02       |        |

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000568

SUBCLIN 0007AB


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

SUBCLIN 0007AC

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

c. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- |   |  |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>14,095,880</u>   |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  (b)(4) |
| (3) Amount Separately Obligated for Payment of Fee:                 |  |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>330,000</u>  |
| (5) Net Amount Required for Full Funding:                           | \$ <u>13,765,880</u>   |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |  |

\*NOT-TO-EXCEED (NTE)

000569

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$66,868,656 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 4 Jan 02. The amount of [REDACTED] obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT (In Millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000570

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT NO. 0003

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. P00055	3. EFFECTIVE DATE 10-Dec-2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. 18F BY US [REDACTED] DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 686 TYNGSBORO MA 01879	CODE NONE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998
CODE 04184	FACILITY CODE

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

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

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

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

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

See Schedule

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

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

8. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)
	16C. DATE SIGNED

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000521

SECTION A Solicitation/Contract Form

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

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

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

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

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-02 Funded Amt: \$1,500,000 Modification P00055

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 72,831,422	\$ 1,500,000	\$74,331,422
(5) Net Amount Required for Full Funding:	\$ 72,335,054	(\$1,500,000)	\$70,835,054
(6) Estimated Period of Performance the Allotted Amount will cover:	4 Jan 02		28 Feb 02

(b)(4)

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

DELETE

Page 13B, Modification P00053  
Page 14, Modification P00053

ADD

Page 13B, Modification P00054  
Page 14, Modification P00054

000572



ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$7,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)

CLIN 0009

(a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000573

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- |   |                |        |
|---|----------------|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476  |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |                | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            |                |        |
| (4) Total Amount Allotted and Obligated:                              | \$ 74,331,422* |        |
| (5) Net Amount Required for Full Funding:                             | \$ 70,835,054* |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 28 Feb 02      |        |

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000574

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 2

1. AMENDMENT/MODIFICATION NO. P00056		3. EFFECTIVE DATE 17-Dec-2001		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)	
6. IF BY CODE SPACE AND MISSILE DEFENSE PO BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE		NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000						9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
						X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE					

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

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds	
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

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

The purpose of this modification is to effect the following changes:

1. Provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.
2. Correct administrative errors to clauses H-10.
3. All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000575

## SECTION A Solicitation/Contract Form

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


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

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

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

ACRN: AP  
 ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
 ER2D730000/24KJLE/4K0000  
 ORDER NO.: ER2D730000-03      Funded Amt: \$1,500,000      Modification P00056

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 74,331,422	\$ 1,500,000	\$75,831,422
(5) Net Amount Required for Full Funding:	\$ 70,835,054	(\$1,500,000)	\$69,335,054
(6) Estimated Period of Performance the Allotted Amount will cover:	28 Feb 02		28 Feb 02

2. Modification P00055 inadvertently failed to change clause H-10, Incremental Funding of the Contract. Therefore, a corrected page is attached hereto, which includes funding provided by this modification.

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

## DELETE

Page 13B, Modification P00055  
 Page 14, Modification P00055  
 Page 21, Modification P00054

## ADD

Page 13B, Modification P00056  
 Page 14, Modification P00056  
 Page 21, Modification P00055

000576

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$7,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)

CLIN 0009

## (a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000577

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

## a. CLINs 0001 and 0002.

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

## b. CLINs 0003 and 0004:

- |   |                |        |
|---|----------------|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476  |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |                | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            |                |        |
| (4) Total Amount Allotted and Obligated:                              | \$ 75,831,422* |        |
| (5) Net Amount Required for Full Funding:                             | \$ 69,335,054* |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 28 Feb 02      |        |

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000578

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$69,623,044 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 28 Feb 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000579

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. PC 257		3. EFFECTIVE DATE 20-Feb-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY SPACE AND MISSILE OFFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01878		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying accounts, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Special Contract Requirements Paragraph H-3, OPTIONS							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) A portion of Option CLIN 000 [REDACTED] exercised and funded as set forth below:  CLIN 0009AA [REDACTED] (b)(4) CLIN 0009AB Materials \$59,894  The contract is modified as described herein.							
(Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.)							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		[REDACTED]		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

KV ON TO SF 30  
AL D BY OIRM 11-84

30-105-04

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

000580



SECTION A Solicitation/Contract Form

1. As a result of the option exercise, the contract amount is increased by \$105,000. Standard From 26, Block 15G, is increased accordingly, from \$145,934,422 to \$146,039,422.

2. Section B, Paragraph B-1, CLIN 0009AA and 0009AB are modified as follows:

a. CLIN 0009AA Available Direct Productive person Hours (DPPH) is reduced by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is decreased by [REDACTED] from [REDACTED] to [REDACTED]. Exercised DPPH is increased by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is increased by [REDACTED] from [REDACTED] to [REDACTED]. (b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$59,894, from \$5,528,296 to \$5,468,402. Exercised Material Dollars is increased by \$59,894, from 0 to \$59,894.

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

SubCLIN 0009AA:

ACRN: AQ  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021 ER1D732000/1HHJLE/H  
ORDER NO: ER1D732000-01 FUNDED AMOUNT: \$45,106 (P00057)

SubCLIN 0009AB:

ACRN: AQ  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021 ER1D732000/1HHJLE/H  
ORDER NO: ER1D732000-01 FUNDED AMOUNT: \$24,894 (P00057)

ACRN: AR  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021 ER2D731400/24KJLE/4K0000  
ORDER NO: ER2D731400-01 FUNDED AMOUNT: \$35,000 (P00057)

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

SUBCLIN 0009AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880
(2) Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 330,000	\$45,106	\$ 375,106
(5) Net Amount Required for Full Funding:	\$13,765,880	(\$45,106)	\$13,720,774

000581

SUBCLIN 0009AB

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:			
(3) Amount Separately Obligated for Payment of Fee:			
(4) Total Amount Allotted and Obligated:	-0-	\$59,894	\$ 59,984
(5) Net Amount Required for Full Funding:	\$5,528,296	(\$59,894)	\$5,468,402

(b)(4)

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

DELETE

Page 1, Modification P00048  
Page 3B, Modification P00051

-----  
Page 14B, Modification P00054  
Page 14C, Modification P00051

ADD


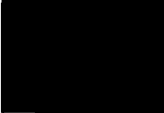

Page 1, Modification P00057  
Page 3B, Modification P00057  
Page 13C, Modification P00057  
Page 14B, Modification P00057  
Page 14C, Modification P00057

000582

PREVIOUS MODIFICATION P00048

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 380)		PAGE OF 1 1																																							
TRACT /Proc. (Ind. Item 1) NO.		3. EFFECTIVE DATE 98 Jan 30		4. REQUISITION/PURCHASE REQUEST ORDER NO.: ER8D7-0500-01																																							
5. G60-98-C-0001 ISSUED BY ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801 <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>		6. ADMINISTERED BY (If other than Item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076 SCD: A      ADP: NA      PAS: NONE		7. NAME AND ADDRESS OF CONTRACTOR (Ind. Item 1) NO. RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730																																							
8. NAME AND ADDRESS OF CONTRACTOR (Ind. Item 1) NO. RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		9. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Remarks)		10. DISCOUNT FOR PROMPT PAYMENT  NET																																							
11. SHIP TO/MAKE FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423		12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover		13. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN BY: ITEM See Section G-1																																							
14. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 7 16 USC 2304a(1) (5) <input type="checkbox"/> 41 USC 253a(1)		15. ACCOUNTING AND APPROPRIATION DATA See Section G-6																																									
16. TABLE OF CONTENTS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">PART I - THE SCHEDULE</th> <th colspan="2">PART II - CONTRACT CLAUSE</th> </tr> <tr> <th>ITEM NO.</th> <th>DESCRIPTION</th> <th>ITEM NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>SOLICITATION/CONTRACT FORM</td> <td>1</td> <td>CONTRACT CLAUSES</td> </tr> <tr> <td>2</td> <td>SUPPLIES OR SERVICES AND PROPOSALS</td> <td>2-7</td> <td>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH</td> </tr> <tr> <td>3</td> <td>DESCRIPTION/SPECIFICATION STATEMENT</td> <td>8</td> <td>LIST OF ATTACHMENTS</td> </tr> <tr> <td>4</td> <td>PACKAGING AND MARKING</td> <td>9</td> <td>PART IV - REPRESENTATIONS AND WARRANTIES</td> </tr> <tr> <td>5</td> <td>INSPECTION AND ACCEPTANCE</td> <td>10-11</td> <td>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFICERS</td> </tr> <tr> <td>6</td> <td>DELIVERIES OR PERFORMANCE</td> <td>12-15</td> <td>INSTR., CORRELS, AND NOTICES TO OFFICERS</td> </tr> <tr> <td>7</td> <td>CONTRACT ADMINISTRATION DATA</td> <td>16-24</td> <td>EVALUATION FACTORS FOR AWARD</td> </tr> <tr> <td>8</td> <td>SPECIAL CONTRACT REQUIREMENTS</td> <td></td> <td></td> </tr> </table>		PART I - THE SCHEDULE		PART II - CONTRACT CLAUSE		ITEM NO.	DESCRIPTION	ITEM NO.	DESCRIPTION	1	SOLICITATION/CONTRACT FORM	1	CONTRACT CLAUSES	2	SUPPLIES OR SERVICES AND PROPOSALS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH	3	DESCRIPTION/SPECIFICATION STATEMENT	8	LIST OF ATTACHMENTS	4	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND WARRANTIES	5	INSPECTION AND ACCEPTANCE	10-11	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFICERS	6	DELIVERIES OR PERFORMANCE	12-15	INSTR., CORRELS, AND NOTICES TO OFFICERS	7	CONTRACT ADMINISTRATION DATA	16-24	EVALUATION FACTORS FOR AWARD	8	SPECIAL CONTRACT REQUIREMENTS			17. TOTAL AMOUNT OF CONTRACT    = 146,039,422	
PART I - THE SCHEDULE		PART II - CONTRACT CLAUSE																																									
ITEM NO.	DESCRIPTION	ITEM NO.	DESCRIPTION																																								
1	SOLICITATION/CONTRACT FORM	1	CONTRACT CLAUSES																																								
2	SUPPLIES OR SERVICES AND PROPOSALS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH																																								
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7	CONTRACT ADMINISTRATION DATA	16-24	EVALUATION FACTORS FOR AWARD																																								
8	SPECIAL CONTRACT REQUIREMENTS																																										
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor to sign and sign this document and return to the contracting officer (copy to buying office). Contractor agrees to furnish and deliver all items or portions of the contract set forth in the contract and on any correspondence thereto for the consideration stated herein. The terms and conditions of the contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, conditions, correspondence, and correspondence as are attached or stated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any correspondence thereto. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further correspondence document is necessary.																																									
19. NAME AND TITLE OF OFFER (Type or print)  See Page 1A		20. NAME OF CONTRACTING OFFICER  See Page 1A																																									
21. NAME OF CONTRACTOR See Page 1A		22. DATE SIGNED		23. UNITED STATES OF AMERICA See Page 1A																																							
24. DATE SIGNED		25. DATE SIGNED		26. DATE SIGNED																																							

000583

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars		See B-10	\$ 5,468,402
	Exercised Material Dollars		See B-10	\$ 59,894

(b)(4)

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

000584

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

## (b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$24,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000585

SUBCLIN 0007AB

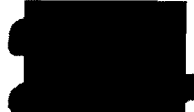

- |   |                       |
|---|-----------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>10,868,600*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ <u>-0-</u>         |
| (3) Amount Separately Obligated for Payment of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

SUBCLIN 0007AC

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

e. CLINs 0009 and 0010:



SUBCLIN 0009AA:

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

\*NOT-TO-EXCEED (NTE)

000586

SUBCLIN 0009AB:

- |   |  |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>5,528,296</u>  |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  (b)(4) |
| (3) Amount Separately Obligated for Payment of Fee:                 |         |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>59,894</u>   |
| (5) Net Amount Required for Full Funding:                           | \$ <u>5,468,402</u>  |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |  |

000587

1. CONTRACT ID CODE	PAGE OF PAGES
	1   2

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
RAYTHEON COMPANY		9B. DATED (SEE ITEM 11)
180 HARTWELL ROAD		X 10A. MOD. OF CONTRACT/ORDER NO.
BEDFORD MA 01730-0000		DASG60-98-C-0001
CODE 04184	FACILITY CODE	X 10B. DATED (SEE ITEM 13)
		30-Jan-1998

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

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

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	(b)(6)

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

000588



SECTION A Solicitation/Contract Form

1. The purpose of this modification is to correct the following administrative errors:

Modification P00057, SF 30, the number of CLIN 0009AA hours exercised is corrected to read [REDACTED] (b)(4)  
lieu of [REDACTED] A pen and ink change is authorized on the SF 30, modification P00057.

b. Section G, Contract Administration Data, paragraph G-5, Accounting and Appropriation Data, ACRN AP is corrected to update the total cumulative amount obligated under the ACRN from \$7,002,000 to \$10,002,000.

2. The total amount obligated under the contract remains unchanged.

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

DELETE

ADD

Page 13B, Modification P00056

Page 13B, Modification P00058

000589

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$10,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)

CLIN 0009

## (a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

m0590

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 2

AMENDMENT/MODIFICATION NO. 00060	3. EFFECTIVE DATE [REDACTED]	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) (b)(6)
ISSUING OFFICE [REDACTED] HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE NONE

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164	FACILITY CODE
------------	---------------

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

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding in the amount of \$6,000,000 for performance of CLIN 0003.

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000591

SECTION A Solicitation/Contract Form

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



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

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

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

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-05 Funded Amt: \$6,000,000 Modification P00059 <sup>60</sup>

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 75,831,422	\$ 6,000,000	\$81,831,422
(5) Net Amount Required for Full Funding:	\$ 69,335,054	(\$6,000,000)	\$63,335,054
(6) Estimated Period of Performance the Allotted Amount will cover:	28 Feb 02		7 Jun 02

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

DELETE	ADD
Page 13B, Modification P00058	Page 13B, Modification P00059
Page 14, Modification P00056	Page 14, Modification P00059
Page 21, Modification P00056	Page 21, Modification P00059

000592

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$16,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00059)

CLIN 0009

(a) SUBCLIN 0009AA

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

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMD00101129881 012123  
REF: BMD0 0101129881  
ORDER NO/PRON: BMD00101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMD00101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000593

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

- a. CLINs 0001 and 0002:
- |   |            |
|---|------------|
| (1) Amount Required for Full Funding:                               | \$ 437,946 |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |            |
| (3) Total Amount Allotted and Obligated:                            | \$ 440,100 |
| (4) Net Amount Required for Full Funding:                           | (\$ 2,154) |
| (5) Estimated Period of Performance the Allotted Amount Will Cover: | 30 Sep 99  |
- b. CLINs 0003 and 0004:
- |   |                |
|---|----------------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476  |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |                |
| (3) Amount Separately Obligated for Payment of Target Fee:            |                |
| (4) Total Amount Allotted and Obligated:                              | \$ 81,831,422* |
| (5) Net Amount Required for Full Funding:                             | \$ 63,335,054* |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 7 Jun 02       |
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
- |   |                |
|---|----------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$164,011,800* |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ -0-         |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ -0-         |
| (4) Total Amount Allotted and Obligated:                            | \$ -0-         |
| (5) Net Amount Required for Full Funding:                           | \$164,011,800* |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                |

\*NOT-TO-EXCEED (NTE)

000594

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$75,131,819 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 7 Jun 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000595

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT NO. CODE		PAGE OF PAGES 1   9	
2. AMENDMENT/MODIFICATION NO. P00051		3. EFFECTIVE DATE 23-Apr-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. IF BY (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 686 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C 0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
BOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying e. appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF F 2.243-2, Changes - Cost-Reimbursement, Alternate V							
I (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See attached.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) 16. (b)(6) 15C. DATE SIGNED 16B. DATE SIGNED APR 23 2002							

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000596



SECTION A Solicitation/Contract Form

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Modification P00059 will not be issued.

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

NOW, THEREFORE, the contract is changed as follows:

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

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b>BASIC</b>				
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW, less CLIN 0005AD.	1	Task	\$ 145,166,476
0004	Contract Data Requirements List (CDRL), DD Form	1	Lot	Not

000597

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.			Separately Priced
<b>OPTION I</b>				
0005	PTIR Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.			
	0005AA PTIR [REDACTED] Software and Demonstration	1	Task	\$164,011,800 NTE* (b)(3)(A)
	0005AB Mobile Mooring Station ILS and Training	1	Task	\$ 16,934,000 NTE*
	0005AC PTIR System Ground Support Equipment, ILS and Training	1	Task	\$ 33,303,900 NTE*
	0005AD Communication Payload and Processing Station	1	Task	TBD**
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION II**

0007	SuR: Design, Development, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	Task	\$185,932,600 NTE*
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000598

	0007AA SuR: Design, Development, Fabrication, Integration, Test	1	Task	\$ 10,868,600 NTE*
	0007AB Mobile Mooring Station	1	Task	\$ 61,868,600 NTE *
	0007AC Leave Behind Capability including Ground Support Equipment			
	0007AD SuR Risk Mitigation	1	Task	TBD***
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b>OPTION III</b>			
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	See B-10		
0009AA	Level-of-Effort (Includes labor, travel, subcontract)	See B-10		\$14,095,880
0009AB	Materials	See B-10		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b>OPTION IV</b>			
0011	Operations & Sustainment - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.	1	Task	\$ 41,558,000 NTE*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000599

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

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

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

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

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

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 07.


c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 08 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 08 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data and reports required by CLINs 0009 and 0010 by 30 Sep 05.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 09.

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

MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0003 -- PTIR System</u>		
FP Demo	Second Quarter FY 00	
PTIR Hardware PDR	First Quarter FY 01	
PTIR Hardware CDR	Fourth Quarter FY 01	
Tether CDR	Second Quarter FY 02	
	Fourth Quarter FY 02	(b)(3)(A)
	Second Quarter FY 03	(i)&Title 10 Sec
		130 (a)(b)
Tether Test	Second Quarter FY 03	

000600

PTIR SRS Released

Fourth Quarter FY 03

POM TRIMMs Complete

Third Quarter FY 03

Master Test Plan (Draft)

Fourth Quarter FY 03

Initial SIL Capability

Third Quarter FY 04

PTIR Software IPR

Fourth Quarter FY 04

Power System CDR

Second Quarter FY 05

TRIMMs Complete

Third Quarter FY 05

Software Build 1

Third Quarter FY 05

SIL Test

Fourth Quarter FY 05

Comm Payload FVT

Second Quarter FY 06

Antenna Assembled

Second Quarter FY 06

Fourth Quarter FY 06

(b)(3)(A)

Software Build 2

Fourth Quarter FY 06

Second Quarter FY 07

(b)(3)(A)

Software Build 3

Third Quarter FY 07

Fourth Quarter FY 07

(b)(3)(A)

CLIN 0005

SUBCLIN 0005AA

Second Quarter FY 08

(b)(3)(A)

SUBCLIN 0005AB

Mobile Mooring Station Completion

Fourth Quarter FY 07

SUBCLIN 0005AC - PTIR

PTIR System Ground Equipment, ILS and Training Completion

Fourth Quarter FY 07

CLIN 0007

SUBCLIN 0007AA - SuR

000601

SuR Preliminary Design Review

Third Quarter FY 05

SuR Critical Design Review

Second Quarter FY 06

First Quarter FY 08

(b)(3)(A)

SuR Delivery

Fourth Quarter FY 08

SUBCLIN 0007AB - SuR

Mobile Mooring Station Delivery

Fourth Quarter FY 08

SUBCLIN 0007AC - SuR

Leave Behind Capability Including GSE

Fourth Quarter FY 08

SUBCLIN 0007AD - PDRR

SuR Launch and Recovery

Fourth Quarter FY 05

CLIN 0011

Deliver Final Report

Twenty-four Months after exercise of  
Option

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

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

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

OPTION	DATE
CLINs 0005 and 0006 (Option I)	
0005AA	NLT 30 Aug 05
0005AB	NLT 30 Aug 06
0005AC	NLT 30 Jun 06
0005AD	NLT 15 May 05
CLINs 0007 and 0008 (Option II)	
0007AA	NLT 30 Aug 04
0007AB	NT 30 Aug 05
0007AC	NLT 30 Jun 06
0007AD	NLT 1 Dec 05
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 07

000602

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

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

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0005AD must be exercised before or concurrently with the exercise of Subclin 0005AA and Subclin 0005AB. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if subclin 0007AA have been exercised.

b. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c. CLIN 0003 is changed as follows:

	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0003	Current Obligations (Mar 02)		\$81,831,422
	FY 02	\$ 2.998	
	FY 03	\$19.000	
	FY 04	\$45.000	
	FY 05	\$45.000	
	FY 06	\$55.000	
	FY 07	\$55.000	

4. Section J – List of Attachments is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254-E) Rev 4	15 Jan 02	6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev 3	16 Jan 02	12
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A021	12 Oct 99 30 Jan 02	29 21
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously Furnished	7 Jul 00	32
Security Procedures Guide, attached hereto by reference and previously furnished	Aug 2000	70

000603

Security Guide, SUBJECT: JLENS Development Program Payload  
Security Classification Guide (U), [REDACTED]  
[REDACTED] attached hereto by reference and previously  
Furnished

(b)(3)(A)

24 Mar 00

37

Performance Requirements Document, subject: JLENS  
Performance Specification (JPS), (U), (includes Appendices  
A through G, 48 pages) and Rev 1, dated 23 Jan 02, for change page  
for Table 3.3.1-1 Precision Track Illumination Sensor  
Requirement [REDACTED]  
[REDACTED] attached hereto by reference and previously  
Furnished

7 Sep 99

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6. The contractor shall redirect the effort in conformance with the contract as changed herein and submit a proposal for these changes within thirty (30) days that includes the program plan stated as end-products, technical requirements, for the PTIR to be provided under CLIN 0003 and the additional PTIR requirements to be provided under CLIN 0005AD rendering the PTIR in full compliance with the Performance Requirements Document for the PTIR.

7. Slipsheet pages to the contract will be provided upon definitization of the change order

000604



**U.S. ARMY SPACE AND MISSILE  
DEFENSE COMMAND (SMDC)  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

16 Jan 02

Rev 3

000605

## **1.0 INTRODUCTION**

### **1.1 Objective**

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

### **1.2 Scope**

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

### **1.3 Integrated Product Teams (IPTs)**

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

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

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

### **2.2 Meetings and Reviews - Contractor Internal**

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

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505		5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION AS REQUIRED	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repro
<p>16. REMARKS</p> <p>DEVELOP AND SUBMIT A DETAILED AGENDA 20 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.</p> <p>PRs: FOUR PROGRAM REVIEWS PER YEAR SHALL BE CONDUCTED ROTATED AMONG THE CONTRACTOR FACILITIES AND THE JLENS PROJECT OFFICE, HUNTSVILLE, AL.</p> <p>PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.</p> <p>Submit THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVERNMENT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.</p> <p>CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p> <p>INTEGRATED BASELINE REVIEW (IBR) OF RESTRUCTURED PROGRAM SHALL BE CONDUCTED 60 TO 90 DAYS AFTER RESTRUCTURE MODIFICATION SIGNED BY PCO.</p>				<div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div>			
						15. TOTAL	
H. DATE 30 Jan 2002				J. DATE 30 Jan 2002			

17. PRICE GROUP

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TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved MB No. 0704-0188			
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid MB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. listed in Block E.</p>									
NTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON					
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM CONTRACT WORK BREAKDOWN STRUCTURE		3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81334		5. CONTRACT REFERENCE SOW PARA 2.5		8. REQUIRING OFFICE SFAE-AMD-JLN					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 30 DAC MOD	14. DISTRIBUTION					
6. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE		b. COPIES			
16. REMARKS						Final			
						Reg Repr			
<p>SUBMIT CWBS AND DICTIONARY 30 DAC MODIFICATION. THE CWBS SHALL BE DEVELOPED TO THE LOWEST LEVEL AT WHICH WORK IS PERFORMED, BUT NOT LOWER THAN LEVEL 5. SUBMIT CHANGES AS REQUIRED TO MAINTAIN CURRENT.</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p> <p>APPROVAL: G30/C30</p> <p>7. MIPS AND THE INDIVIDUAL IPT SCHEDULES, SHALL BE IN CONTRACTOR FORMAT UTILIZING EXISTING CONTRACTOR IPT SCHEDULES. THE MIPS AND INDIVIDUAL IPT SCHEDULES SHALL BE FURNISHED TO THE GOVERNMENT MONTHLY WITH THE C/SSR REPORT.</p>									
								15. TOTAL	
H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002					

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008			B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____						
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001			F. CONTRACTOR RAYTHEON					
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR)				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-MGT-81466				5. CONTRACT REFERENCE SOW PARA 2.6.2			8. REQUIRING OFFICE SFAE-AMD-JLN				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED STATEMENT REQUIRED		10. FREQUENCY MONTHLY		12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION			
8. APP CODE N/A				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION BLK 16		a. ADDRESSEE		b. COPIES	
								Draft		Final	
								Reg		Repro	
16. REMARKS											
<p>ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.</p> <p>ITEM 13: SUBSEQUENT SUBMISSIONS 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.</p> <p>REPORT SHALL BE AT LEVEL 3 OF THE CWBS EXCEPT FOR PAYLOAD ELEMENTS (PTIR AND SR) WHICH SHALL BE REPORTED AT LEVEL 4. OTHER ELEMENTS MAYBE EXPANDED AS NEEDED.</p> <p>REPORTING LEVELS MAY BE VARIED HIGHER OR LOWER BASED UPON RISK. INITIAL DETERMINATION WILL BE MADE AT THE RATED BASELINE REVIEW (IBR).</p> <p>DATA SHALL BE REPORTED UTILIZING ALL FIVE (5) FORMATS. ELECTRONIC SUBMISSION IN ANSI-ASC X12 IS REQUIRED.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>											
15. TOTAL →											
G. PREPARED BY				H. DATE 30 Jan 2002		I. APPROVED BY				J. DATE 30 Jan 2002	

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# CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR RAYTHEON
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1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT	3. SUBTITLE PROGRAM COST ESTIMATE (PCE)
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448	5. CONTRACT REFERENCE SOW PARA 2.6.3	6. REQUIRING OFFICE SFAE-AMD-JLN
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION								
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	<table border="1"> <tr> <th>a. ADDRESSEE</th> <th colspan="2">b. COPIES</th> </tr> <tr> <td rowspan="2">(b) (6)</td> <td>Draft</td> <td>Final</td> </tr> <tr> <td>Rag</td> <td>Repro</td> </tr> </table>	a. ADDRESSEE	b. COPIES		(b) (6)	Draft	Final	Rag	Repro
a. ADDRESSEE	b. COPIES											
(b) (6)	Draft	Final										
	Rag	Repro										

16. REMARKS

STARTING WITH THE NEGOTIATED CONTRACT AS A BASELINE, THE CONTRACTOR SHALL DEVELOP, AND MAINTAIN CURRENT A PROGRAM COST ESTIMATE (PCE) TO ESTIMATE TOTAL LIFE CYCLE COST FOR THE JLENS PROGRAM DESCRIBED BELOW. THE CONTRACTOR SHALL SUBMIT THE PCE TO THE GOVERNMENT ON AN AS REQUIRED BASIS. THE CONTRACTOR HAS 30 DAYS TO PROVIDE THE PCE AFTER A VERBAL REQUEST BY THE GOVERNMENT IS MADE. THE VERBAL REQUEST WILL BE FOLLOWED UP BY A LETTER OF INSTRUCTION FROM THE CONTRACTING OFFICER.

- THE TOTAL COST SHOULD BE IN THEN YEAR (ESCALATED DOLLARS IN MILLIONS (\$M)).
- A DEMONSTRATION SYSTEM REFLECTING THE NEGOTIATED CONTRACT WITH ALL EVENTS, THE PERIOD OF PERFORMANCE, ETC.
- AN SDD PROGRAM WHERE 1 RADAR SYSTES IS BUILT FY05-FY08 ASSUMING POM FUNDING.
- THE PCE SHOULD BE PHASED ACCORDING TO THE YEARS THE SYSTEMS ARE BUILT. THE JLENS PRODUCTION PROGRAM CONSISTS OF 18 RADAR SYSTEMS IN THE OBJECTIVE CONFIGURATION BEGINNING IN FY 09 AND ENDING WITH DELIVERY OF THE 18TH SYSTEM IN FY 16 (2 PER YEAR), EXCEPT 3 IN FY15 AND FY16.
- THE WBS SHOULD REFLECT THE COMPONENTS THAT MAKE UP THE END ITEMS. (b) (3) (A)

MODULES. SIGNA

- EACH ACCOUNT REQUIRES DOCUMENTATION, DEFINE THE RATIONALE AS ACTUAL COST, A COST ESTIMATING RELATIONSHIP, OR AN ANALOGY. INCLUDE THE SOURCE OF THE INFORMATION USED IN THE ESTIMATE.

- ASSOCIATED O&S COSTS FOR 14 SYSTEMS AND THE STANDARD TIME PERIOD OF 20 YEARS.

CONTRACT FORMAT ACCEPTABLE.

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

(b) (6)	H. DATE 30 Jan 2002	I. APPROVED BY	J. DATE 30 Jan 2002
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000611

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Approved OMB No. 0704-0188	
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM DATA ASSESSON LIST		3. SUBTITLE INTERNAL DATA			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81453		5. CONTRACT REFERENCE SOW PARA 2.9		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION 90 DAC MOD	
8. APP CODE N/A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION BLK 16		14. DISTRIBUTION	
				a. ADDRESSEE		b. COPIES	
						Draft Final	
						Reg Repro	
15. REMARKS							
<p>SUBMIT DATA ACCESSION LIST (DAL) WITHIN 90 DAC MODIFICATION. SUBMIT REVISIONS AS REQUIRED TO MAINTAIN CURRENT. CONTRACTOR SHALL PROVIDE AT REPRODUCTION COST ONLY, A COPY OF ANY DATA GENERATED UNDER THIS CONTRACT.</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>							
15. TOTAL →							
H. DATE 30 Jan 2002		I. APPROVED BY				J. DATE 30 Jan 2002	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Approved No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 0004,0006,0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM DESIGN SPECIFICATION			3. SUBTITLE SPECIFICATION TREE			
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-81443		5. CONTRACT REFERENCE SOW PARA 3.2		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE N/A	STAEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repro
16. REMARKS SUBMIT SPECIFICATION TRESS 60 DAYS PRIOR TO DR(s).  SUBSEQUENT SUBMISSIONS AS REQUIRED.  APPROVAL: G30/C30  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.							
				15. TOTAL			
H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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# CONTRACT DATA REQUIREMENTS LIST

(1 Data )

Approved  
No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____													
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON													
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM SYSTEM/SUBSYSTEM			3. SUBTITLE DESIGN NOTEBOOK													
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432		5. CONTRACT REFERENCE SOW PARA 3.2, 3.3, 4.2		6. REQUIRING OFFICE SFAE-AMD-JLN													
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION 90 DAC MOD	14. DISTRIBUTION													
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	<table border="1"> <tr> <th colspan="2">a. ADDRESSEE</th> <th colspan="2">b. COPIES</th> </tr> <tr> <td></td> <td></td> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE		b. COPIES				Draft	Final			Reg	Repro
a. ADDRESSEE		b. COPIES															
		Draft	Final														
		Reg	Repro														
16. REMARKS <p>UPDATE SUBMISSIONS SHALL BE AT DR(s). THE UPDATES SHALL BE SUBMITTED AS CHANGE PAGES TO THE BASIC DOCUMENT.</p> <p>THE DESIGN NOTEBOOK SHALL BE BASED ON MATERIAL PROVIDED IN THE PROPOSAL. THE NOTEBOOK SHALL CONSIST OF TWO VOLUMES. VOLUME I SHALL CONTAIN THE KEY ANALYSES AND TRADEOFF STUDIES CONDUCTED TO SUPPORT REQUIREMENTS ALLOCATION, DESIGN, AND DESIGN TRADEOFFS. VOLUME II SHALL CONTAIN A DESCRIPTION OF THE SYSTEM ARCHITECTURE THAT IS BEING DEVELOPED AND FABRICATED. THE DESCRIPTION SHALL BE PROVIDED IN TERMS OF VISUAL DESCRIPTIONS, PERFORMANCE ESTIMATES, AND PHYSICAL PROPERTIES.</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>																	
15. TOTAL →																	
H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002													

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

(b)(6)

(b)(6)

PREVIOUS EDITION MAY BE USED.

Page 8 of 21 Pages

000614

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Approved OMB No. 0704-0188	
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the V C 1 No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM PERFORMANCE SPECIFICATIONS DOCUMENTS			3. SUBTITLE HARDWARE/SOFTWARE PERFORMANCE SPECIFICATIONS			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-SDMP-81465		5. CONTRACT REFERENCE SOW PARA 3.2		6. REQUIRING OFFICE SFAE-AMD-JLN			18. ESTIMATED TOTAL PRICE
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES	
16. REMARKS  SUBMIT PERFORMANCE SPECIFICATIONS 60 DAYS PRIOR TO DR(s).  SUBSEQUENT SUBMISSIONS AS REQUIRED.  APPROVAL: G30/C30  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.				Draft		Final	
				Reg		Repro	
				15. TOTAL			
H. DATE 30 Jan 2002		I. APPROVED BY			J. DATE 30 Jan 2002		

000615

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Approved No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Cc No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM INTERFACE CONTROL DRAWING DOCUMENTATION		3. SUBTITLE INTERFACE CONTROL DOCUMENTS (ICD)			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81248		5. CONTRACT REFERENCE SOW PARA 3.2, 3.7		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
						b. COPIES	
						Draft	
						Final	
						Reg	
						Repro	
16. REMARKS							
SUBMIT THE ICD 60 DAYS PRIOR TO THE DR(s).							
APPROVAL: G30/C30.							
CONTRACTOR FORMAT ACCEPTABLE							
* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.							
15. TOTAL							
H. DATE 30 Jan 2002		I. APPROVED BY				J. DATE 30 Jan 2002	

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

(b)(6)

(b)(6)

000616

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the contract. A No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON		
1. DATA ITEM NO. A012		2. TITLE OF DATA ITEM SAFETY ASSESSMENT REPORT		3. SUBTITLE SAFETY ASSESSMENT REPORT		
4. AUTHORITY (Data Acquisition Document No.) DI-SAFT-80102		5. CONTRACT REFERENCE SOW PARA 3.8		6. REQUIRING OFFICE SFAE-AMD-JLN		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED STATEMENT REQUIRED		10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION BLK 16
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION BLK 16		14. DISTRIBUTION a. ADDRESSEE [REDACTED]
16. REMARKS THE SAFETY ASSESSMENT REPORT SHALL BE PROVIDED AS FOLLOWS: 60 DAYS PRIOR TO TEST. G30 DAYS/C30 DAYS.  UPDATED 60 DAYS PRIOR TO TESTING A DIFFERENT CONFIGURATION. G30 DAYS/C30 DAYS.  FINAL SUBMITTAL AT END OF CONTRACT.  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.						
15. TOTAL						
H. DATE 30 Jan 2002		I. APPROVED BY			J. DATE 30 Jan 2002	

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Approved MB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid MB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract Line Item No. listed in Block E.							
TRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL SUMMARIES			3. SUBTITLE JLENS SYSTEM MODEL			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048		5. CONTRACT REFERENCE SOW PARA 3.9.1		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK16	a. ADDRESSEE		b. COPIES	
				Draft		Final	
				Reg		Repro	
16. REMARKS							
<p>ENGR M&amp;S RESULTS SHALL BE PROVIDED FOR REVIEW AT DR(s).</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>							
				15. TOTAL →			
H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000619

# CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the R No. listed in Block E.

A. CONTRACT LINE ITEM NO.  
0004, 0006, 0008, 0010

B. EXHIBIT  
A

C. CATEGORY:  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM  
JLENS

E. CONTRACT/PR NO.  
DASG60-98-C-0001

F. CONTRACTOR  
RAYTHEON

1. DATA ITEM NO.  
A014

2. TITLE OF DATA ITEM  
PRESENTATION MATERIAL

3. SUBTITLE  
DESIGN REVIEWS

4. AUTHORITY (Data Acquisition Document No.)  
DI-ADMN-81373

5. CONTRACT REFERENCE  
SOW PARA 3.10.1, 3.10.2

6. REQUIRING OFFICE  
SFAE-AMD-JLN

7. OD 250 REQ  
LT

9. DIST STATEMENT  
REQUIRED

10. FREQUENCY  
AS REQUIRED

12. DATE OF FIRST SUBMISSION  
BLK 16

14. DISTRIBUTION

8. APP CODE  
A

11. AS OF DATE

13. DATE OF SUBSEQUENT  
SUBMISSION  
BLK 16

14. ADDRESSEE

b. COPIES

Draft

Final

Reg

Repro

16. REMARKS

SUBMIT AGENDA 25 WORKING DAYS PRIOR TO MEETINGS.  
GOVERNMENT APPROVAL WITHIN 5 WORKING DAYS FROM RECEIPT  
OF AGENDA.

SUBMIT PRESENTED MATERIAL WITHIN 3 WORKING DAYS AFTER  
THE MEETING.

SUBMIT MINUTES OF MEETINGS, ATTENDEES, AND ACTION ITEMS  
WITHIN 5 WORKING DAYS AFTER MEETING.

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

CTOR FORMAT ACCEPTABLE.

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

15. TOTAL

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

(b)(6)

G. PREPARED BY

H. DATE  
30 Jan 2002

I. APPROVED BY

J. DATE  
30 Jan 2002

000620



# CONTRACT DATA REQUIREMENTS LIST

(1 Data)

Approved  
No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

A. CONTRACT LINE ITEM NO.  
0004, 0006, 0008, 0010

B. EXHIBIT  
A

C. CATEGORY:  
TOP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM  
JLENS

E. CONTRACT/PR NO.  
DASG60-98-C-0001

F. CONTRACTOR  
RAYTHEON

1. DATA ITEM NO.  
A015

2. TITLE OF DATA ITEM  
TEST PLAN

3. SUBTITLE  
DETAILED TEST PLAN

4. AUTHORITY (Data Acquisition Document No.)  
DI-NDTI-80566

5. CONTRACT REFERENCE  
SOW PARA 5.2

6. REQUIRING OFFICE  
SFAE-AMD-JLN

7. DD 250 REQ  
LT

9. DIST STATEMENT  
REQUIRED

10. FREQUENCY  
AS REQUIRED

12. DATE OF FIRST SUBMISSION  
BLK 16

8. APP CODE  
A

11. AS OF DATE

13. DATE OF SUBSEQUENT  
SUBMISSION  
BLK 16

14. DISTRIBUTION

a. ADDRESSEE

b. COPIES

Draft

Final

Reg

Repro

16. REMARKS

SEE APPENDIX K OF THE PROGRAM SECURITY GUIDE FOR SECURITY TEST PLAN OUTLINE.

SUBMIT DRAFT TEST PLANS FOR SUBSYSTEM, INTEGRATION, AND SYSTEM LEVEL TEST 60 DAYS PRIOR TO TEST. SUBMIT FINAL TEST PLAN NLT 30 DAYS PRIOR TO TEST.

APPROVAL: G15/C10.

CONTRACTOR FORMAT ACCEPTABLE.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DRAFT/REVISIONABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

15. TOTAL

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

(b)(6)

(b)(6)

H. DATE  
30 Jan 2002

I. APPROVED BY

J. DATE  
30 Jan 2002

000622

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Approved B No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the C No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A017	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES			3. SUBTITLE DEMONSTRATION READINESS REVIEWS (DRR)			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048		5. CONTRACT REFERENCE SOW PARA 5.2		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repro
16. REMARKS							
<p>AGENDA: SUBMIT 25 DAYS PRIOR TO SCHEDULED REVIEW. APPROVAL: NLT 10 DAYS FOLLOWING RECEIPT OF AGENDA.</p> <p>MINUTES: SUBMIT ONE COPY OF MINUTES (INCLUDING APPROVAL SHEET) NLT 10 DAYS AFTER REVIEW. APPROVAL G15/C10.</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>							
15. TOTAL →							
I. DATE 30 Jan 2002		I. APPROVED BY				J. DATE 30 Jan 2002	

P00061

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

(b)(6)

(b)(6)

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

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

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

000624

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Approved OMB No. 0704-0188	
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A019		2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS		3. SUBTITLE ENVIRONMENTAL REPORT			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048		5. CONTRACT REFERENCE SOW PARA 6.3		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	b. COPIES			
				a. ADDRESSEE	Draft		
					Final		
					Reg		
					Repro		
15. REMARKS							
THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE CONTRACTING OFFICER OF FAILURES OR PROJECTED FAILURES OF COMPLIANCE WITH ENVIRONMENT REQUIREMENTS.							
A WRITTEN REPORT SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS. THE REPORT SHALL DEFINE THE PROBLEMS, WHEN, WHERE, AND HOW IT OCCURRED, ACTIONS THAT WERE TAKEN IMMEDIATELY, WHO WAS NOTIFIED, THE ACTIONS THAT WERE TAKEN TO CORRECT THE PROBLEM, AND TO PREVENT FUTURE OCCURRENCES.							
* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DISTRIBUTABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.							
15. TOTAL							
DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

000625

(b)(6)

(b)(6)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Approved OMB No. 0704-0188	
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the contract No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. 0004,0006,0008,0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A020	2. TITLE OF DATA ITEM OPERATIONS SECURITY (OPSEC) PLAN			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80934		5. CONTRACT REFERENCE SOW PARA 7.0		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION			
8. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repro
<p>16. REMARKS</p> <p>THE PREVIOUSLY APPROVED OPSEC PLAN SUBMITTED UNDER THE CONCEPT DEFINITION CONTRACT SHALL BE REVISED TO REFLECT THE PRESENT PROGRAM.</p> <p>MAINTAIN CURRENT TO REFLECT MAJOR PROGRAM CHANGES.</p> <p>APPROVAL: G30/C30</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>							
15. TOTAL							
H. DATE 30 Jan 2002		I. APPROVED BY			J. DATE 30 Jan 2002		

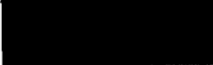
17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

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(b)(6)

0006216

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188							
<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the contract. R No. listed in Block E.</p>													
A. CONTRACT LINE ITEM NO. 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____									
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON									
1. DATA ITEM NO. A021		2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT		3. SUBTITLE									
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331		5. CONTRACT REFERENCE SOW PARA 2.6.1		6. REQUIRING OFFICE SFAE-AMD-JLN									
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION									
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES							
						Draft	Final						
						Reg	Repro						
<p>16. REMARKS</p> <p>CONTRACTOR SHALL SUBMIT CONCURRENT WITH CPR.</p> <p>ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF ACCOUNTING MONTH AFTER CONTRACT AWARD.</p> <p>ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.</p> <p>TAILOR DID: BLOCK 10, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>													
										15. TOTAL			
						DATE		I. APPROVED BY		J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000627

**DEPARTMENT OF DEFENSE**  
**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)*

1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRED: <span style="background-color: black; color: black;">[REDACTED]</span>
b. LEVEL OF SAFEGUARDING REQUIRED: <span style="background-color: black; color: black;">[REDACTED]</span>

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable) (b)(7)(E)	
a. PRIME CONTRACT NUMBER DASG60-98-C-0001		a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 980113
b. SUBCONTRACT NUMBER	X	b. REVISED <small>(Supersedes all previous specs)</small>	Revision No. 4 Date (YYMMDD) 020115
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? ☒ YES ☐ NO. If yes, complete the following:  
Classified material received or generated under DASG60-96-C-0190 (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254 ☐ YES ☒ NO. If yes, complete the following:  
In response to the contractors request dated \_\_\_\_\_, retention of the identified classified material is authorized for a period of: \_\_\_\_\_.

1. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)		
a. NAME, ADDRESS, AND ZIP Raytheon Company fba Raytheon Systems Company 180 Hartwell road Bedford, MA 01730	b. CAGE CODE 04164	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Northeast Region DSS Barnes Building 495 Summer Street Boston, MA 02210-2192

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

3. ACTUAL PERFORMANCE		
a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

4. GENERAL IDENTIFICATION OF THIS PROCUREMENT  
Conduct Advanced Studies Concerning Aerostat Applications for Cruise Missile Defense

0. THIS CONTRACT WILL REQUIRE ACCESS TO	YES	NO	1. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
COMMUNICATIONS SECURITY (COMSEC) INFORMATION			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY		
RESTRICTED DATA			b. RECEIVE CLASSIFIED DOCUMENTS ONLY		
CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		
FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		
INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		
(1) Sensitive Compartmented Information (SCI)			f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND		
(2) Non-SCI			g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		
SPECIAL ACCESS INFORMATION			h. REQUIRE A COMSEC ACCOUNT		
DATA INFORMATION			i. HAVE TEMPEST REQUIREMENTS		
FOREIGN DISSEMINATION INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
LIMITED DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				
OR OFFICIAL USE ONLY INFORMATION	l. OTHER (specify)				
OTHER (Specify)	SEE BLOCK 12 REMARKS				

Spec'd (b)(7)(E) 000628 (b)(7)(E)



12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (Specify)

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

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

SEE ATTACHED PAGES

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

-SEE BLOCK 13 REMARKS.

(b)(7)(E)

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

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

(b)(6)

(b)(6)

PEO, AMD  
JLENS Project Office  
SFAE

P.O. Box 1500  
Huntsville, AL 35807-3801

17. **REQUIRED DISTRIBUTION**

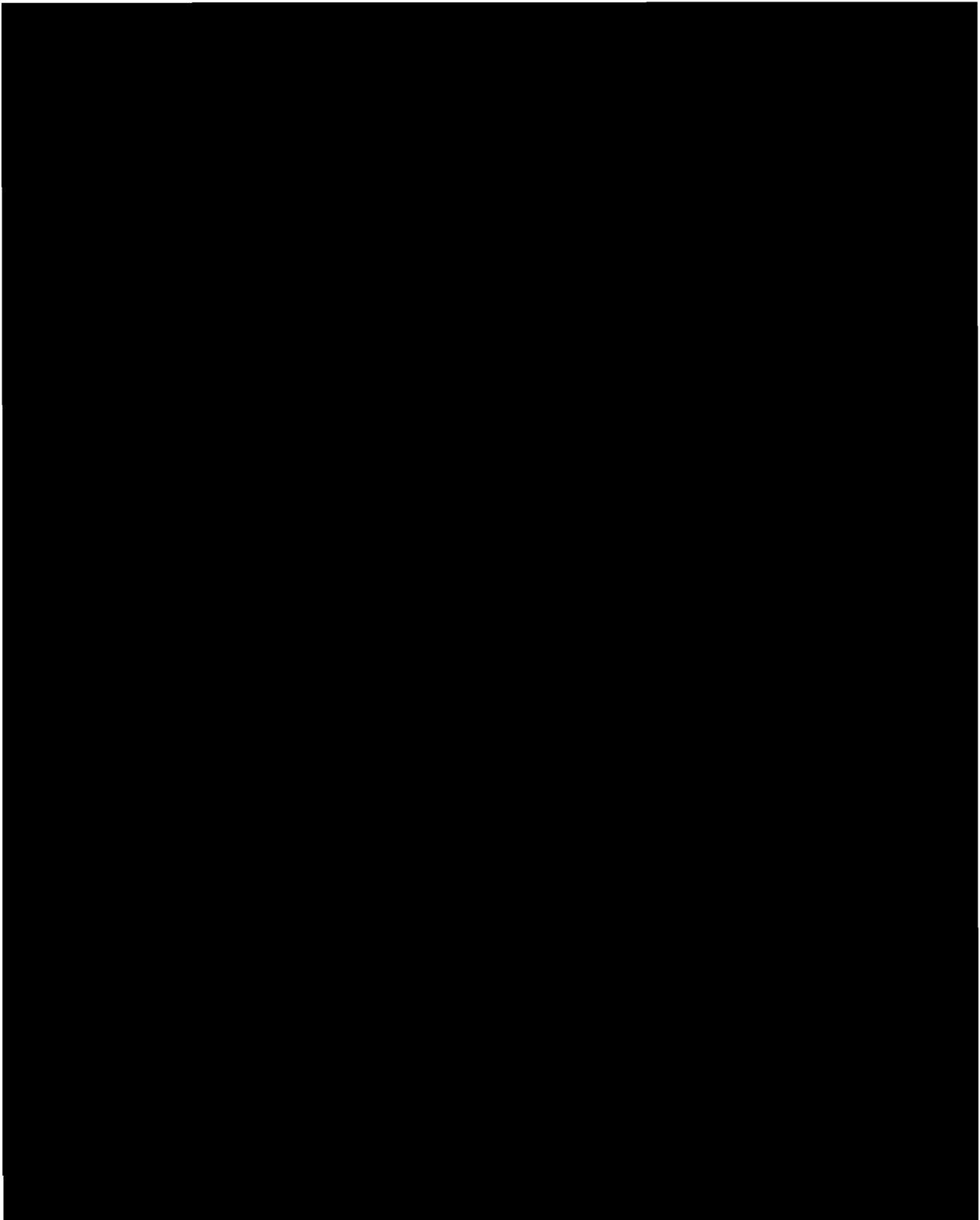
- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR   |
| <input type="checkbox"/>            | b. SUBCONTRACTOR  |
| <input type="checkbox"/>            | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
| <input type="checkbox"/>            | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY  |

DD F

(b)(6)

000629

Page 3



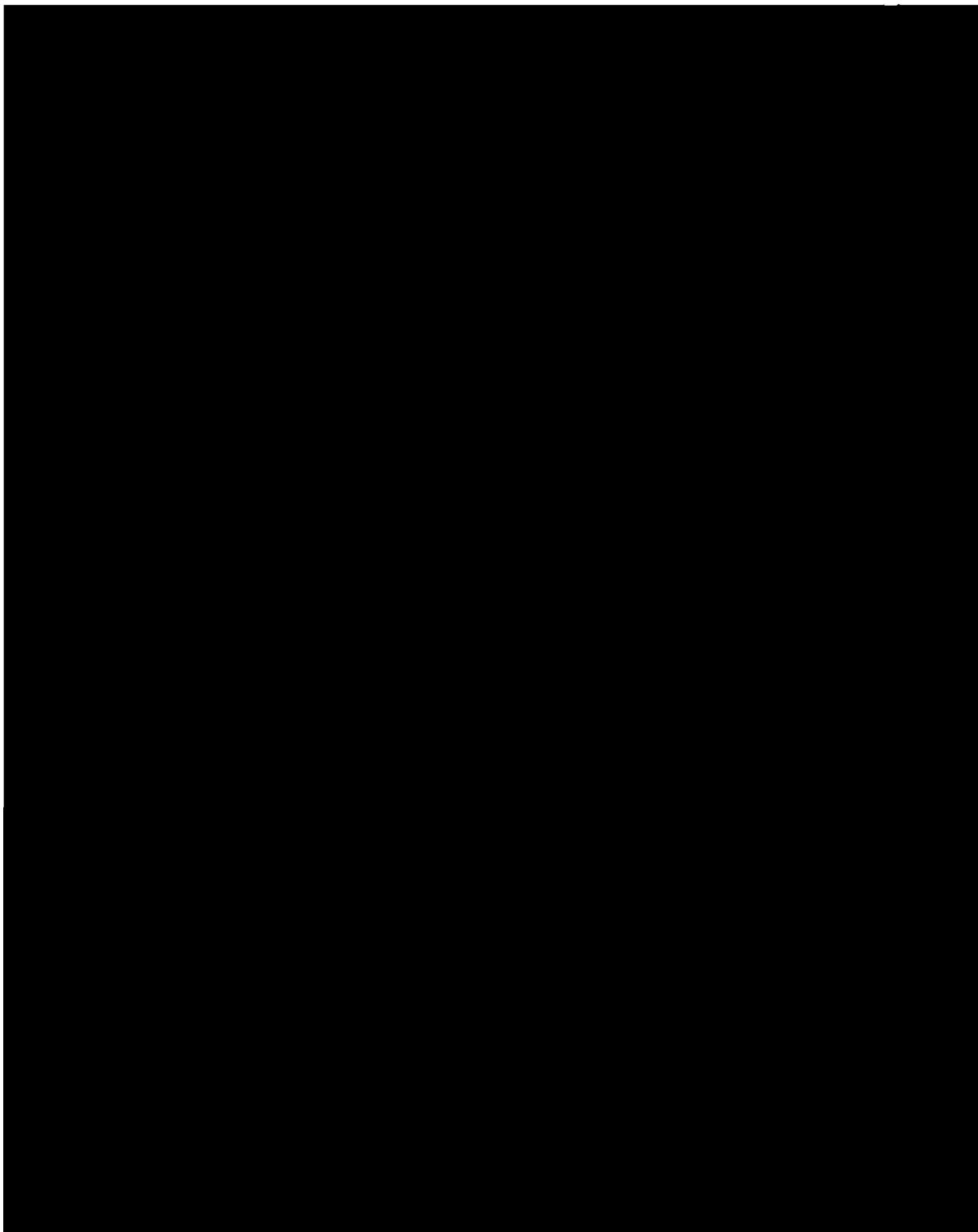
(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000630

Page 4



(b)(7)(E)

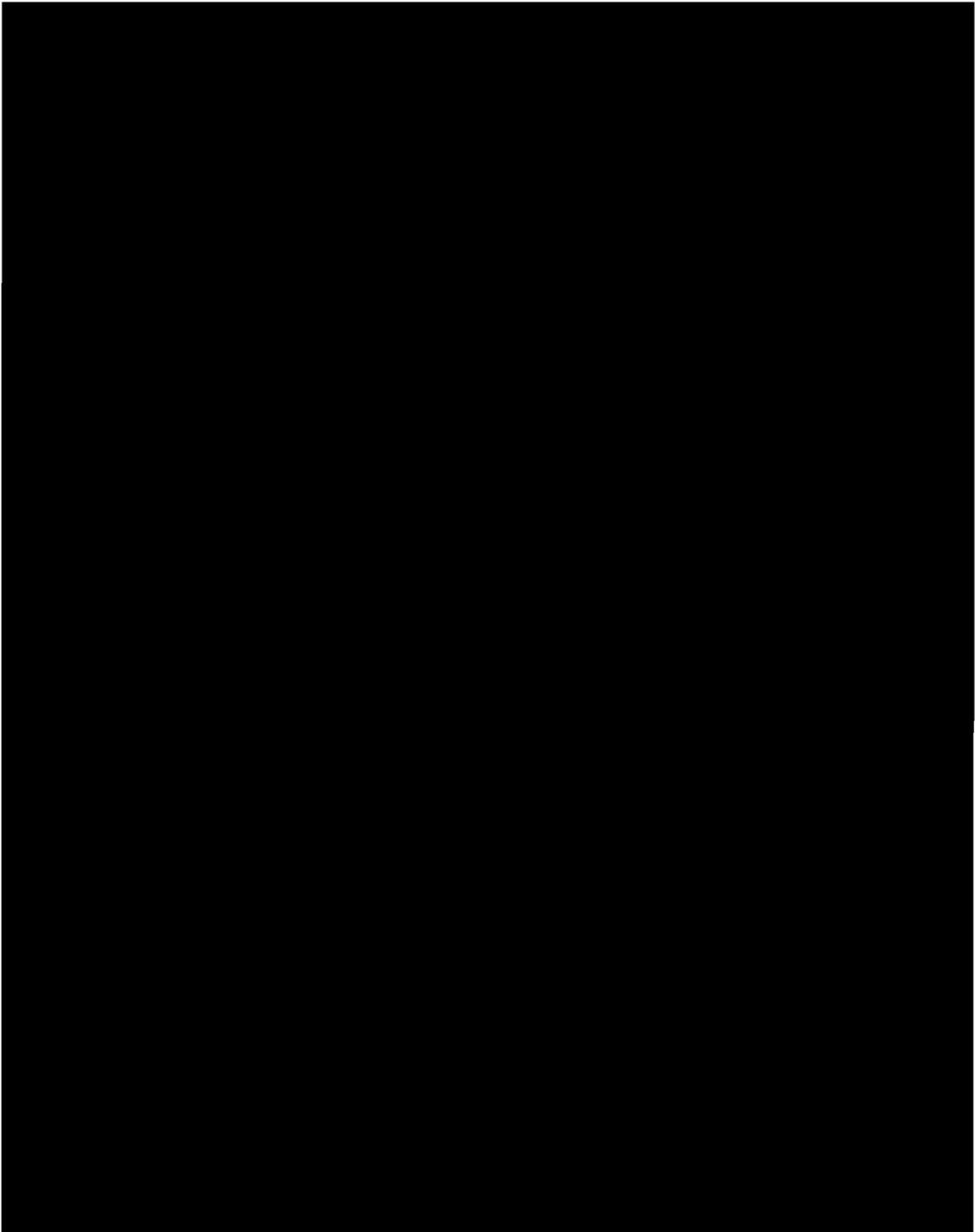
(b)(7)(E)

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(b)(7)(E)

000631

Page 5



(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000632

Page 6

(b)(7)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000633

# RAYTHEON GFE LIST

DASG60-98-C-0001  
Modification P00061

As of 25 Mar 2002		Qty	Acq. Cost K\$
		1	
		2	
		1	
		2	
		4	
		5	
		5	
		5	
		7	
		2	
		2	
		4	
		2	
		4	
		4	
		2	
		2	
		4	
		4	
		TOTAL	

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

↑  
(b)(4)  
↓

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

000634

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00062		3. EFFECTIVE DATE 16-Apr-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. BY SPACE AND MISSILE DEFENSE [REDACTED] (b)(6) HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying rate, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$2,998,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (b)(7)(C)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. DATE SIGNED		16C. DATE SIGNED	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000635

SECTION A Solicitation/Contract Form

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



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

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

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

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-07 Funded Amt: \$2,998,000 Modification P00062

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 81,831,422	\$ 2,998,000	\$84,829,422
(5) Net Amount Required for Full Funding:	\$ 63,335,054	(\$2,998,000)	\$60,377,054
(6) Estimated Period of Performance the Allotted Amount will cover:	28 Feb 02		29 Sep 02

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

DELETE

Page 13B, Modification P00060  
Page 13C, Modification P00057  
Page 14, Modification P00060  
Page 21, Modification P00060

ADD

Page 13B, Modification P00062  
Page 13C, Modification P00062  
Page 14, Modification P00062  
Page 21, Modification P00062

000636



ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$16,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00059) 60  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062) |

CLIN 0009

## (a) SUBCLIN 0009AA

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

000637

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

## (b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$24,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)

ACRN: AR  
CUMULATIVE AMOUNT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000638

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 84,829,422\*
- (5) Net Amount Required for Full Funding: \$ 60,337,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 29 Sep 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000639

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$77,884,370 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 7 Jun 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT (In Millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000640

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00063		3. EFFECTIVE DATE 23-May-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. IF <u>3Y</u> <u>DEFENSE</u> CODE <u>W31RPD</u> <div style="background-color: black; color: white; padding: 2px;">(b)(6)</div> PO BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE <u>NONE</u>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE <u>04164</u>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying , appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$500,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>(b)(6)</u>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)					

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000641

SECTION A Solicitation/Contract Form

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



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

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

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

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-08 Funded Amt: \$500,000 Modification P00063

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 84,829,422	\$ 500,000	\$85,329,422
(5) Net Amount Required for Full Funding:	\$ 60,337,054	(\$ 500,000)	\$59,837,054
(6) Estimated Period of Performance the Allotted Amount will cover:	29 Sep 02		13 Oct 02

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

DELETE	ADD
Page 13B, Modification P00062	Page 13B, Modification P00063
Page 14, Modification P00062	Page 14, Modification P00063
Page 21, Modification P00062	Page 21, Modification P00063

000642

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$16,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)

CLIN 0009

(a) SUBCLIN 0009AA

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

000643

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- |   |                |        |
|---|----------------|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476  |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |                | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            |                |        |
| (4) Total Amount Allotted and Obligated:                              | \$ 85,329,422* |        |
| (5) Net Amount Required for Full Funding:                             | \$ 59,837,054* |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 13 Oct 02      |        |

## c. CLINs 0005 and 0006:

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

\*NOT-TO-EXCEED (NTE)

000644



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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$78,343,435 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 7 Jun 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT (In Millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000645

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00064		3. EFFECTIVE DATE 21-Jun-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
5. IS <input checked="" type="checkbox"/> Y <input type="checkbox"/> N US <span style="background-color: black; color: black;">[REDACTED]</span> AND MISSILE DEFENSE HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to provide incremental funding in the amount of \$500,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		21-Jun-2002	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000646

SECTION A Solicitation/Contract Form

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

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

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

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

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-09 Funded Amt: \$500,000 Modification P00064

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 85,329,422	\$ 500,000	\$85,829,422
(5) Net Amount Required for Full Funding:	\$ 59,837,054	(\$ 500,000)	\$59,337,054
(6) Estimated Period of Performance the Allotted Amount will cover:	29 Sep 02		25 Oct 02

(b)(4)

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

DELETE

Page 13B, Modification P00063  
Page 14, Modification P00063  
Page 21, Modification P00063

ADD

Page 13B, Modification P00064  
Page 14, Modification P00064  
Page 21, Modification P00064

000647

## RAYTHEON COMPANY

MODIFICATION P00064 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13B OF 49 PAGES  
PREVIOUS: MOD P00063

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,000,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)

CLIN 0009

## (a) SUBCLIN 0009AA

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

000648

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 85,829,422\*
- (5) Net Amount Required for Full Funding: \$ 59,337,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 25 Oct 02

## c. CLINs 0005 and 0006:

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

\*NOT-TO-EXCEED (NTE)

000649

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$78,802,500 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 25 Oct 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000650

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

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

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

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

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

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$78,802,500 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 25 Oct 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000650

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
AMENDMENT/MODIFICATION NO. P00065		3. EFFECTIVE DATE 16-Jul-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. IS: Y US. PACE AND MISSILE DEFENSE [REDACTED] (b)(4) 235-835-4203 PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> See Schedule							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> The purpose of this modification is to provide incremental funding in the amount of \$15,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		[REDACTED]		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000651



SECTION A Solicitation/Contract Form

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



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

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

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

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ERID730100 S01021  
ERID730100/IHHJLE/H  
ORDER NO: ERID730100-06 FUNDED AMT: \$15,000 (P00065)

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 85,829,422	\$ 15,000	\$85,844,422
(5) Net Amount Required for Full Funding:	\$ 59,337,054	(\$ 15,000)	\$59,322,054
(6) Estimated Period of Performance the Allotted Amount will cover:	25 Oct 02		25 Oct 02

(b)(4)

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

DELETE	ADD
Page 13B, Modification P00064	Page 13B, Modification P00065
Page 14, Modification P00064	Page 14, Modification P00065
Page 21, Modification P00064	Page 21, Modification P00065

000652

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,000,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)

CLIN 0009

(a) SUBCLIN 0009AA

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

000653

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 25 Oct 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT (In Millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000655

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00066		3. EFFECTIVE DATE 19-Jul-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. I BY U SPACE AND MISSILE DEFENSE <div style="background-color: black; width: 100px; height: 1.2em; margin: 2px 0;"></div> (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying ; appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$979,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				15C. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15D. DATE SIGNED			
(Signature of person authorized to sign)		(Signature of Contracting Officer)					

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000656

SECTION A Solicitation/Contract Form

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

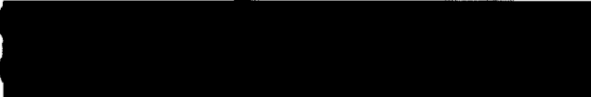

NOW, THEREFORE, the contract is hereby changed as described below.

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

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

ACRN: AP  
CUMULATIVE AMOUNT: \$20,979,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-10 FUNDED AMT: \$979,000 (P00066)

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 85,844,422	\$ 979,000	\$86,823,422
(5) Net Amount Required for Full Funding:	\$ 59,322,054	(\$979,000)	\$58,343,054
(6) Estimated Period of Performance the Allotted Amount will cover:	25 Oct 02		8 Nov 02

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

DELETE	ADD
Page 13B, Modification P00065	Page 13B, Modification P00066
Page 14, Modification P00065	Page 14, Modification P00066
Page 21, Modification P00065	Page 21, Modification P00066

000657

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,979,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)

CLIN 0009

(a) SUBCLIN 0009AA

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

000658

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 86,823,422\*
- (5) Net Amount Required for Full Funding: \$ 58,343,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 8 Nov 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000659

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \_\_\_\_\_ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 8 Nov 02. The amount of \_\_\_\_\_ is obligated for Potential Fee (if applicable), for a total amount of \_\_\_\_\_ for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000660



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. A. AMENDMENT/MODIFICATION NO. P00057		3. EFFECTIVE DATE 15-Aug-2002		4. REQUISITION/PURCHASE REQ NO.	
6. ISSUED BY US ARMY [REDACTED] (b)(6) PO BOX 1800 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
1. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying date, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to decrease incremental funding in the amount of \$200,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] [REDACTED] (Signature of person authorized to sign)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6) [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED [REDACTED]	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

000661

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID (CODE)		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. PC		3. EFFECTIVE DATE 15-Aug-2002		4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO. (If applicable)	
6. IS BY US ARMY SPACE AND MISSILE DEFENSE [REDACTED] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 588 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0300				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying date, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to decrease incremental funding in the amount of \$200,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (1)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		[REDACTED]		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EX-108  
A-108  
ION TO SF 30  
ED BY OIRM 11-84

30-105-04

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

000662

SECTION A Solicitation/Contract Form

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


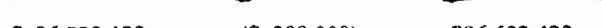
NOW, THEREFORE, the contract is hereby changed as described below.

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

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

ACRN:	AP
CUMULATIVE AMOUNT:	\$20,779,000
ACCT CLASS:	212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021 ER2D730000/24KJLE/4K0000
ORDER NO.:	ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 86,823,422	(\$ 200,000)	\$86,623,422
(5) Net Amount Required for Full Funding:	\$ 58,343,054	\$ 200,000	\$58,543,054
(6) Estimated Period of Performance the Allotted Amount will cover:	8 Nov 02		8 Nov 02

(b)(4)

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

DELETE	ADD
Page 13B, Modification P00066	Page 13B, Modification P00067
Page 14, Modification P00066	Page 14, Modification P00067
Page 21, Modification P00066	Page 21, Modification P00067

000663

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

CLIN 0009

(a) SUBCLIN 0009AA

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

000664

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 86,623,422\*
- (5) Net Amount Required for Full Funding: \$ 58,543,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 8 Nov 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

\*NOT-TO-EXCEED (NTE)

000665

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \_\_\_\_\_ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 8 Nov 02. The amount of \_\_\_\_\_ is obligated for Potential Fee (if applicable), for a total amount of \_\_\_\_\_ for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT (In Millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000666

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID NO.	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00068		3. EFFECTIVE DATE 29-Aug-2002		4. REQUISITION/PURCHASE REQ. NO.	
5. IS 'Y' US SPACE AND MISSILE DEFENSE PO BOX 1500 HUNTSVILLE AL 35807-3801		6. CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$521,400 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			16C. DATE SIGNED		
15C. DATE SIGNED			16B. DATE SIGNED		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000667

SECTION A Solicitation/Contract Form

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



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

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

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

ACRN:	AS
CUMULATIVE AMOUNT:	\$521,400
ACCT CLASS:	212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021 ER2D732100/24KJLE/4K0000
ORDER NO.:	ER2D732100-01 FUNDED AMT: \$471,400 (P00068) ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

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

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 86,623,422	\$ 521,400	\$87,144,822
(5) Net Amount Required for Full Funding:	\$ 58,543,054	(\$ 521,400)	\$58,021,654
(6) Estimated Period of Performance the Allotted Amount will cover:	8 Nov 02		15 Nov 02

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

DELETE	ADD
Page 13B, Modification P00067	Page 13B, Modification P00068
Page 14, Modification P00067	Page 14, Modification P00068
Page 21, Modification P00067	Page 21, Modification P00068

000668



## RAYTHEON COMPANY

MODIFICATION P00068 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13B OF 49 PAGES  
PREVIOUS: MOD P00067

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$521,400  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

CLIN 0009

## (a) SUBCLIN 0009AA

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

000609

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 87,144,822\*
- (5) Net Amount Required for Full Funding: \$ 58,021,654\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 15 Nov 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: [REDACTED]
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000670

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 15 Nov 02. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000671

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00069		3. EFFECTIVE DATE 24-Sep-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)
6. IF BY CODE U SPACE AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		W31RPD	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying c, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds and H-3, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes:  1. Provide incremental funding in the amount of \$30,000 for performance of CLIN 0003.  2. Exercise a portion of CLIN 0009AB in the amount of \$35,000 for materials.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED  24-Sep-2002		16C. DATE SIGNED  24-Sep-2002	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000672

SECTION A Solicitation/Contract Form

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

WHEREAS, pursuant to Section H, Special Contract Requirements, paragraph H-3, Options, the government elects to exercise and fund a portion of Option III, CLIN 0009AB,

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

1. The contract is hereby modified to exercise and fund CLIN 0009AB in the amount of \$35,000. Standard Form 26, Block 15G, is increased by \$35,000, from \$146,039,422 to \$146,074,422.

2. Section B, paragraph B-1, CLIN 0009AB is modified as follows:

Available Material Dollars – Decreased by \$35,000, from \$5,468,402 to \$5,433,402.  
Exercised Material Dollars – Increased by \$35,000, from \$59,894 to \$94,894.

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

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

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-07 FUNDED AMT. \$30,000 (P00069)

b. Paragraph G-5, Accounting and Appropriation Data (CLIN 0009, paragraph (b), SubCLIN 0009AB), is modified to add the following:

ACRN: AQ  
CUMULATIVE AMOUNT \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-02 FUNDED AMT \$35,000 (P00069)

c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004 and CLINs 0009 and 0010) is modified as follows:



CLINs 0003 and 0004:

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

000673

(4) Total Amount Allotted and Obligated:	\$ 87,144,822	\$ 30,000	\$87,174,822
(5) Net Amount Required for Full Funding:	\$ 58,021,654	(\$ 30,000)	\$57,991,654
(6) Estimated Period of Performance the Allotted Amount will cover:	15 Nov 02		15 Nov 02

SUBCLIN 0009AB:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 5,528,296	-0-	\$ 5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	 (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	 (b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 59,894	\$ 35,000	\$ 94,894
(5) Net Amount Required for Full Funding:	\$ 5,468,402	(\$ 35,000)	\$ 5,433,402
(6) Estimated Period of Performance the Allotted Amount will cover:			

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

DELETE	ADD
Page 1, Modification P00057	Page 1, Modification P00069
Page 3B, Modification P00057	Page 3B, Modification P00069
Page 13B, Modification P00068	Page 13B, Modification P00069
Page 13C, Modification P00062	Page 13C, Modification P00069
Page 14, Modification P00068	Page 14, Modification P00069
Page 14C, Modification P00057	Page 14C, Modification P00069
Page 21, Modification P00068	Page 21, Modification P00069


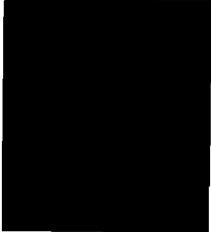
000674

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATIO UNDER UNDER DFAS (15 CFR 25A)		PAGE OF 1128 1 13		
TRACT AND NO. 100-100		2. EFFECTIVE DATE 98 Jan 30		3. ACQUISITION/PURCHASE REG. ST. COLLECT NO.		
JG80-98-C-0001		CODE W3TRPO		ORDER NO.: ER807-0500-01		
MD BY ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMOCC-MN-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		4. ADMINISTERED BY (If other than Army) DEFENSE LOGISTICS AGENCY P.O. BOX 928 HANOVER, MD 21076				
(b)(6)		SCO: A		ADP: NA PAS: NONE		
5. NAME AND ADDRESS OF CONTRACTOR (Ac., Suppl. Serv., Equip. See the ZIP Code)				6. DELIVERY <input type="checkbox"/> FOR ORDER <input checked="" type="checkbox"/> OTHER (See Order)		
RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730				7. DISCOUNT FOR PROMPT PAYMENT  NET		
CODE 04164		FACILITY CODE		10. SUBMIT INVOICES (If copies other contracts supplied TO THE ADDRESS shown on)		
11. SHIP TO/MARK FOR SEE DISTRIBUTION LIST ATTACHED TO DO FORM 1423		12. PAYMENT WILL BE MADE BY DFAS Columbus Career mailing procedures provided under separate cover		ITEM See Section G, Para. G-1		
13. AUTHORITY FOR USING OTHER THAN F&L AND OPEN COMPETITION 15 USC 2386(a) (1) <input type="checkbox"/> 41 USC 253(b) (1)		14. ACCOUNTING AND APPROPRIATION DATA See Section G-5				
A. ITEM NO.	B. SUPPLIES/SERVICES	C. QUANTITY	D. UNIT	E. UNIT PRICE	F. AMOUNT	
See Section B for Items 15A through 15F						
15G TOTAL AMOUNT OF CONTRACT = \$ 146,074,422						
16. TABLE OF CONTENTS						
I/J	SEC.	DESCRIPTION	PAGES	I/J	SEC.	
PART I - USIBLE				PART II - CONTRACT CLAUSE		
✓	A	SOLICITATION/CONTRACT PERS	1	✓	1	CONTRACT CLAUSES
✓	B	SUPPLIES OR SERVICES AND PRECIFICATIONS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
✓	C	DESCRIPTION/OPERATIONAL STATEMENT		✓	J	LIST OF ATTACHMENTS
✓	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND DECLARATIONS		
✓	E	INSPECTION AND ACCEPTANCE	9		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFENSES
✓	F	DELIVERIES ON PERFORMANCE	10-11		L	NOTES, SERIAL, AND NOTICES TO SUPERVISORS
✓	G	CONTRACT ADMINISTRATIVE DATA	12-15		M	EVALUATION FACTORS FOR AWARD
✓	H	SPECIAL CONTRACT REQUIREMENTS	16-24			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. <input checked="" type="checkbox"/> CONTRACTOR'S RESERVATION AGREEMENT (Contractor to do)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Yes			
I agree to sign this document and agree to accept as binding upon me, my successors, assigns, and agents at all times, all terms, conditions, and specifications set forth or otherwise described above and on any correspondence thereto for the consideration stated herein. The price and the quantity of the services to be performed are fixed by the Government, and no change in price or quantity shall be made without the written consent of the Government. This contract shall remain in full force and effect until it is terminated by the Government. No part of this contract shall be construed to constitute a contract for the purchase of goods or services from the Contractor. The Contractor's obligations under this contract shall survive the termination or expiration of this contract. The Contractor shall be bound by the terms and conditions of this contract, and shall be held responsible therefor. (Attachments are listed below.)			offer on Solicitation Number _____, including the changes or amendments made by you which express or change the terms and conditions of the original solicitation, as to the items listed above, and on any correspondence thereto. They agreed to furnish the Government with the information requested in the Solicitation, and the Government has accepted the offer. The Contractor shall be held responsible for the performance of the contract. No part of this contract shall be construed to constitute a contract for the purchase of goods or services from the Contractor. The Contractor's obligations under this contract shall survive the termination or expiration of this contract. The Contractor shall be bound by the terms and conditions of this contract, and shall be held responsible therefor. (Attachments are listed below.)			
NAME AND TITLE OF OFFEROR (Type or print)			20A. NAME OF CONTRACTING OFFICER			
See Page 1A			See Page 1A			
NAME OF CONTRACTOR		19B. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	

000675

RAYTHEON COMPANY

MODIFICATION P00069 TO  
CONTRACT DASG60-98-C-0001  
PAGE 3B OF 49 PAGES  
PREVIOUS: MOD P00057

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars	See B-10		
	Exercised Material Dollars	See B-10		

(b)(4)

000676



ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)  
ER1D730100-07 FUNDED AMT: \$ 30,000 (P00069)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$521,400  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

CLIN 0009

## (a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104

mm677

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
REF: BMDO 0101129881  
ORDER NO/PRON: BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)  
BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

## (b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)  
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000678

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

## a. CLINs 0001 and 0002:

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

## b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 87,174,822\*
- (5) Net Amount Required for Full Funding: \$ 57,991,654\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 15 Nov 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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


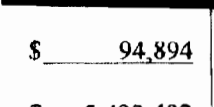
\*NOT-TO-EXCEED (NTE)

000679

RAYTHEON COMPANY

MODIFICATION P00069TO  
CONTRACT DASG60-98-C-0001  
PAGE 14C OF 49 PAGES  
PREVIOUS: MOD P00057

SUBCLIN 0009AB:

- |   |  |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>5,528,296</u>  |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |         |
| (3) Amount Separately Obligated for Payment of Fee:                 |  (b)(4) |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>94,894</u>   |
| (5) Net Amount Required for Full Funding:                           | \$ <u>5,433,402</u>  |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |  |

\*NOT-TO-EXCEED (NTE)

000680

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \_\_\_\_\_ s presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 15 Nov 02. The amount of \_\_\_\_\_ is obligated for Potential Fee (if applicable), for a total amount of \_\_\_\_\_ for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000681

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00070		3. EFFECTIVE DATE 30-Oct-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. BY [REDACTED] SPACE AND MISSILE DEFENSE		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying re, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)				15C. DATE SIGNED  (Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000682

SECTION A Solicitation/Contract Form

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

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


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

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

ACRN:	AT
CUMULATIVE AMOUNT:	\$1,500,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000
ORDER NO:	ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 87,174,822	\$ 1,500,000	\$ 88,674,822
(5) Net Amount Required for Full Funding:	\$ 57,991,654	(\$ 1,500,000)	\$ 56,491,654
(6) Estimated Period of Performance the Allotted Amount will cover:	15 Nov 02		2 Dec 02

(b)(4)

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

DELETE	ADD
Page 13B, Modification P00069	Page 13B, Modification P00070
Page 14, Modification P00069	Page 13Bi, Modification P00070
Page 21, Modification P00069	Page 14, Modification P00070
	Page 21, Modification P00070

000683

## RAYTHEON COMPANY

MODIFICATION P00070 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13B OF 49 PAGES  
PREVIOUS: MOD P00069

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)  
ER1D730100-07 FUNDED AMT: \$ 30,000 (P00069)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$521,400  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

000684



RAYTHEON COMPANY

MODIFICATION P00070 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bi OF 49 PAGES  
ADDED: MOD P00070

ACRN: AT  
CUMULATIVE AMOUNT: \$1,500,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

CLIN 0009

(a) SUBCLIN 0009AA

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

000685

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

## a. CLINs 0001 and 0002:

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

(2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)


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

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

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

## b. CLINs 0003 and 0004:

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

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)(3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)

(4) Total Amount Allotted and Obligated: \$ 88,674,822\*


(5) Net Amount Required for Full Funding: \$ 56,491,654\*

(6) Estimated Period of Performance the Allotted Amount Will Cover: 02 Dec 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

(2) Amount Allotted Under the LOF Clause for Payment of Costs: (3) Amount Separately Obligated for Payment of Target Fee: (4) Total Amount Allotted and Obligated: 

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

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

\*NOT-TO-EXCEED (NTE)

000686

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \_\_\_\_\_ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 2 Dec 02. The amount of \_\_\_\_\_ is obligated for Potential Fee (if applicable), for a total amount of \_\_\_\_\_ for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (B)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000687

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00071		3. EFFECTIVE DATE 18-Nov-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPO		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003. All other terms and conditions remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR				16B. DATE SIGNED			
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000688

## SECTION A Solicitation/Contract Form

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

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

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

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

ACRN:	AT
CUMULATIVE AMOUNT:	\$3,000,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000
ORDER NO:	ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 88,674,822	\$ 1,500,000	\$ 90,174,822
(5) Net Amount Required for Full Funding:	\$ 56,491,654	(\$ 1,500,000)	\$ 54,991,654
(6) Estimated Period of Performance the Allotted Amount will cover:	2 Dec 02		31 Dec 02

(b)(4)

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

DELETE	ADD
Page 13Bi, Modification P00070	Page 13Bi, Modification P00071
Page 14, Modification P00070	Page 14, Modification P00071
Page 21, Modification P00070	Page 21, Modification P00071

000689

**RAYTHEON COMPANY**

**MODIFICATION P00071 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bi OF 49 PAGES  
PREVIOUS: MOD P00070**

ACRN: AT  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)

CLIN 0009

(a) SUBCLIN 0009AA

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

000690

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

## a. CLINs 0001 and 0002:

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

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

(3) Total Amount Allotted and Obligated: \$ 440,100 (b)(4)

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

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

## b. CLINs 0003 and 0004:

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

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)

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

(4) Total Amount Allotted and Obligated: \$ 90,174,822\*

(5) Net Amount Required for Full Funding: \$ 54,991,654\*

(6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

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

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

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

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

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

\*NOT-TO-EXCEED (NTE)

000691

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \_\_\_\_\_ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 02. The amount of \_\_\_\_\_ is obligated for Potential Fee (if applicable), for a total amount of \_\_\_\_\_ for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000692





AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00072		3. EFFECTIVE DATE 25-Nov-2002		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY THE ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	
				5. PROJECT NO. (If applicable) NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes: 1. <span style="background-color: black; color: black;">(b)(4)</span> 2. Provide replacement DD 254 listed in Section J of the contract. 3. Decrease incremental funding in the amount of \$521,400 for performance of CLIN 0003. 4. All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)			15C. DATE SIGNED  -Dec-2002		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

(b)(6)

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

000694

## SECTION A Solicitation/Contract Form

(b) (4)

2. Section J, List of Attachments, is hereby changed as shown below:

TITLE	DATED	# OF PAGES
Contract Security Classification Specification (DD Form 254-E) Rev. 5	7 Nov 02	6

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

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

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

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

ACRN:	AS
CUMULATIVE AMOUNT:	\$-0-
ACCT CLASS:	212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021 ER2D732100/24KJLE/4K0000
ORDER NO.:	ER2D732100-03 FUNDED AMT: (\$521,400)(P00072)

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b) (4)		
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 90,174,822	(\$ 521,400)	\$ 89,653,422
(5) Net Amount Required for Full Funding:	\$ 54,991,654	\$ 521,400	\$ 55,513,054
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Dec 02		24 Dec 02

000695

Modification P00072  
Previous P00069

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A BUYER ORDER (UNDER DPAS 115 OFR 302)		DO-A2		PAGE 1 OF 19	
2. CONTRACT NO. 0001		3. EFFECTIVE DATE 98 Jan 30		4. REQUEST FOR QUOTE NO. 01		5. PROJECT NO.	
6. BY ARMY SPACE AND MISSILE DEFENSE COMMAND 1TR & ACC MOT OPC, SMOG-CH-CH P.O. BOX 1500, HUNTSVILLE, AL 35807-3001		7. ADDRESSEE OF (Under DPAS 115) DEFENSE LOGISTICS AGENCY P.O. BOX 920 Hagerstown, MD 21076		8. ADDRESS OF (Under DPAS 115)		9. DATE	
(b)(6)		SCD: A AOP: NA PAS: NONE					
7. NAME AND ADDRESS OF CONTRACTOR (See DPAS 115 OFR 302)				8. DELIVERY <input type="checkbox"/> FOR ORDER <input checked="" type="checkbox"/> OTHER (See DPAS 115 OFR 302)			
RAYTHEON COMPANY c/o RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730				9. DISCOUNT FOR PROMPT PAYMENT  NET			
10. ORDER NO. 04164				11. ITEM NO. 0001			
12. PAYMENT WILL BE MADE BY DPAS Columbia Center mailing procedures provided under supersedes cover				13. ACCOUNTING AND APPROPRIATION DATA See Section 6-6			
14. ACTIVITY FOR WHICH ORDER WAS PLACED AND OPEN COMPETITION <input type="checkbox"/> IN NEW EXERCISE <input type="checkbox"/> IN NEW EXERCISE				15. ACTIVITY FOR WHICH ORDER WAS PLACED AND OPEN COMPETITION <input type="checkbox"/> IN NEW EXERCISE <input type="checkbox"/> IN NEW EXERCISE			
16. ITEM NO.				17. SUPPLEMENTARY			
See Section 2 for Items 15A through 15F							
18. TOTAL AMOUNT OF CONTRACT \$ 148,074,422							
19. TABLE OF CONTENTS							
PART I - SUMMARY				PART II - SUMMARY			
1. SUMMARY OF CONTRACT				2. SUMMARY OF CONTRACT			
3. SUMMARY OF CONTRACT				4. SUMMARY OF CONTRACT			
5. SUMMARY OF CONTRACT				6. SUMMARY OF CONTRACT			
7. SUMMARY OF CONTRACT				8. SUMMARY OF CONTRACT			
9. SUMMARY OF CONTRACT				10. SUMMARY OF CONTRACT			
11. SUMMARY OF CONTRACT				12. SUMMARY OF CONTRACT			
13. SUMMARY OF CONTRACT				14. SUMMARY OF CONTRACT			
15. SUMMARY OF CONTRACT				16. SUMMARY OF CONTRACT			
17. SUMMARY OF CONTRACT				18. SUMMARY OF CONTRACT			
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21. SUMMARY OF CONTRACT				22. SUMMARY OF CONTRACT			
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89. SUMMARY OF CONTRACT				90. SUMMARY OF CONTRACT			
91. SUMMARY OF CONTRACT				92. SUMMARY OF CONTRACT			
93. SUMMARY OF CONTRACT				94. SUMMARY OF CONTRACT			
95. SUMMARY OF CONTRACT				96. SUMMARY OF CONTRACT			
97. SUMMARY OF CONTRACT				98. SUMMARY OF CONTRACT			
99. SUMMARY OF CONTRACT				100. SUMMARY OF CONTRACT			

000696

## RAYTHEON COMPANY

MODIFICATION P00072 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13B OF 49 PAGES  
PREVIOUS: MOD P00071

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)  
ER1D730100-07 FUNDED AMT: \$ 30,000 (P00069)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$-0-  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)  
ER2D732100-03 FUNDED AMT: (\$521,400)(P00072)

000697

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

## a. CLINs 0001 and 0002:

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

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

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

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

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

## b. CLINs 0003 and 0004:

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

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

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

(4) Total Amount Allotted and Obligated: \$ 89,653,422\*

(5) Net Amount Required for Full Funding: \$ 55,513,054\*

(6) Estimated Period of Performance the Allotted Amount Will Cover: 24 Dec 02

## c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

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

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

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

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

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

\*NOT-TO-EXCEED (NTE)

000698

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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



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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \_\_\_\_\_ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Dec 02. The amount of \_\_\_\_\_ is obligated for Potential Fee (if applicable), for a total amount of \_\_\_\_\_ for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000699

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 5	7 Nov 02	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A0008, A0011, A013, A18 & A021	12 Oct 99 1 Sep 00	29 6	
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
 incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92 (b)(7)(E)	16	(b)(3)(A)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32	
 attached hereto by reference and previously furnished.	(b)(7)(E) Aug 2000	70	(b)(3)(A)

000700



<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b>  <div style="text-align: right;">(b)(7)(E))</div>					
				<b>a. FACILITY CLEARANCE REQUIRED:</b>					
				<b>b. LEVEL OF SAFEGUARDING REQUIRED:</b>					
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>				<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>					
<b>a. PRIME CONTRACT NUMBER</b> DASG60-98-C-0001				<b>a. ORIGINAL (Complete date in all cases)</b> Date (YYMMDD) 980113					
<b>b. SUBCONTRACT NUMBER</b>		X		<b>b. REVISED (Supersedes all previous specs)</b> Revision No. 5 Date (YYMMDD) 20021107					
<b>c. SOLICITATION OR OTHER NUMBER</b>		<b>Due Date (YYMMDD)</b>		<b>c. FINAL (Complete item 5 in all cases)</b> Date (YYMMDD)					
<b>4. IS THIS A FOLLOW-ON CONTRACT? [ X ] YES [ ] NO, If yes, complete the following</b> Classified material received or generated under <u>DASG60-98-C-0190</u> (Preceding Contract Number) is transferred to this follow-on contract									
<b>5. IS THIS A FINAL DD FORM 254 [ ] YES [ X ] NO, If yes, complete the following:</b> In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of:									
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>									
<b>a. NAME, ADDRESS, AND ZIP</b>  Raytheon Company dba Raytheon Systems Company 180 Hartwell Road Bedford, MA 01730		<b>b. CAGE CODE</b>  04164		<b>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b>  Northeast Region DSS Barnes Building 495 Summer Street Boston, MA 02210-2192					
<b>7. SUBCONTRACTOR</b>									
<b>a. NAME, ADDRESS, AND ZIP</b>		<b>b. CAGE CODE</b>		<b>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b>					
<b>8. ADDITIONAL PERFORMANCE</b>									
<b>a. LOCATION</b>  SAME AS BLOCK 8a  SEE BLOCK 13 - REMARKS, FOR ADDITIONAL PERFORMANCE LOCATIONS		<b>b. CAGE CODE</b>  1		<b>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b>					
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  Conduct Advanced Studies Concerning Aerostat Applications for Cruise Missile Defense									
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO</b>		<b>YES</b>		<b>NO</b>					
<b>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</b>				<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		<b>YES</b>		<b>NO</b>	
<b>b. RESTRICTED DATA</b>				<b>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY</b>					
<b>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</b>				<b>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</b>					
<b>d. FORMERLY RESTRICTED DATA</b>				<b>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</b>					
<b>e. INTELLIGENCE INFORMATION</b>				<b>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</b>					
<b>(1) Sensitive Compartmented Information (SCI)</b>				<b>e. PERFORM SERVICES ONLY</b>					
<b>(2) Non-SCI</b>				<b>f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</b>					
<b>f. SPECIAL ACCESS INFORMATION</b>				<b>g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</b>					
<b>g. NATO INFORMATION</b>				<b>h. REQUIRE A COMSEC ACCOUNT</b>					
<b>h. FOREIGN GOVERNMENT INFORMATION</b>				<b>i. HAVE TEMPEST REQUIREMENTS</b>					
<b>i. LIMITED DISSEMINATION INFORMATION</b>		<b>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</b>		<b>k. BE AUTHORIZED TO USE THE DEFENSE CARRIER SERVICE</b>					
<b>j. SPECIAL USE ONLY INFORMATION</b>		<b>l. OTHER (specify)</b>							
<b>See Block 13 Remarks</b>									

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ DIRECT ☒ THROUGH (Specify)

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

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.

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

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

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. ☒ YES ☐ NO  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.)

SEE BLOCK 13, REMARKS (b)(7)(E)

15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. If yes, explain and ☐ YES ☒ NO  
(Identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more space is needed.)

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

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

(b)(6)

(b)(6)

d. ADDRESS (Include Zip Code)

JLENS Project Office,  
ATTN: SFAE-AMD-JLN, P.O. Box 1500  
Huntsville, AL 35807-3801

17. REQUIRED DISTRIBUTION


- ☒ a. CONTRACTOR  
☐ b. SUBCONTRACTOR  
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME & SUBCONTRACTOR  
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION  
☒ e. ADMINISTRATIVE CONTRACTING OFFICER  
☒ f. OTHERS AS NECESSARY (TMO)

(b)(6)

ITEM 13 Continuation

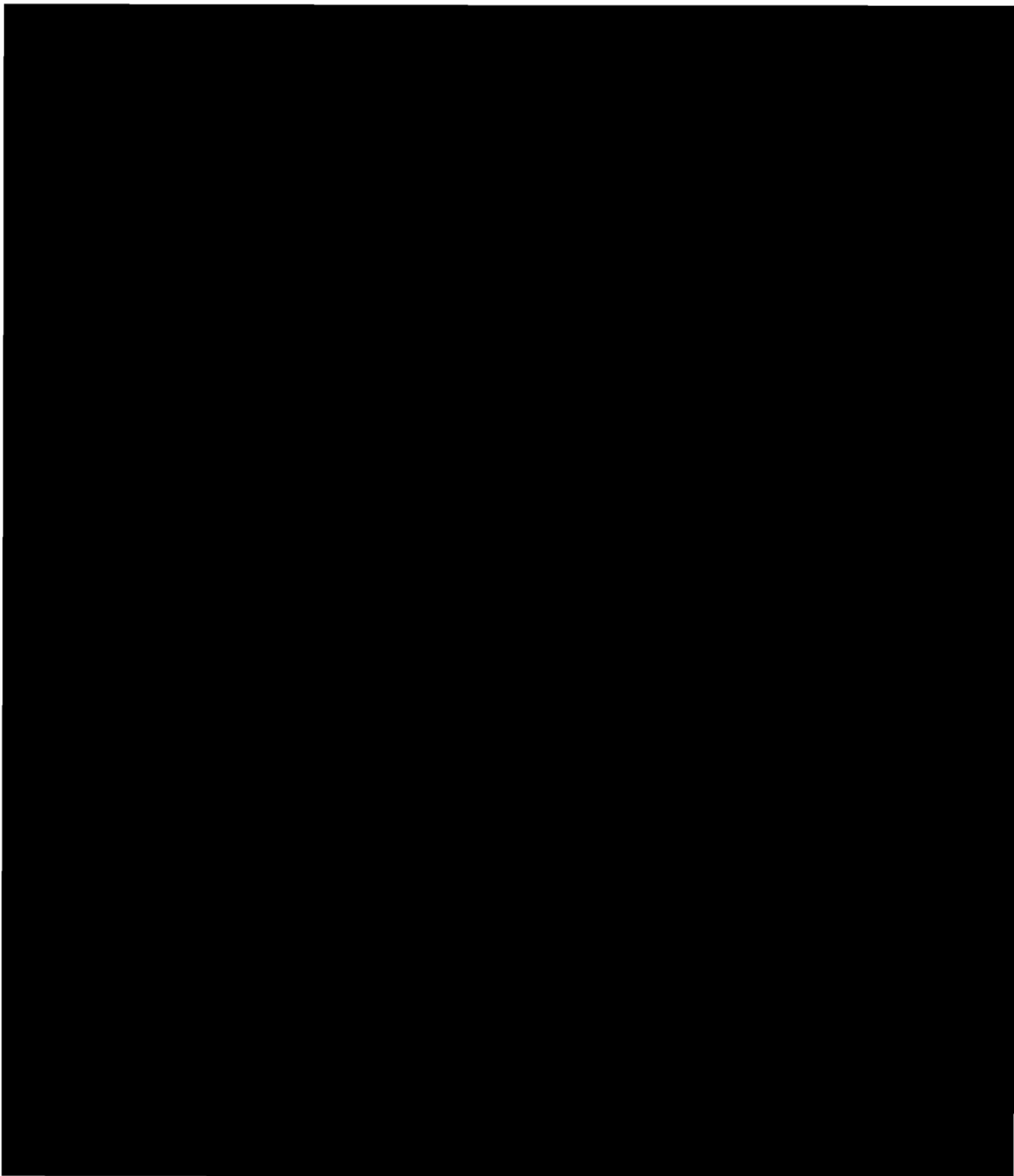
REFERENCE BLOCK 8: Actual Performance Locations.

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



(b)(7)(E)

000703

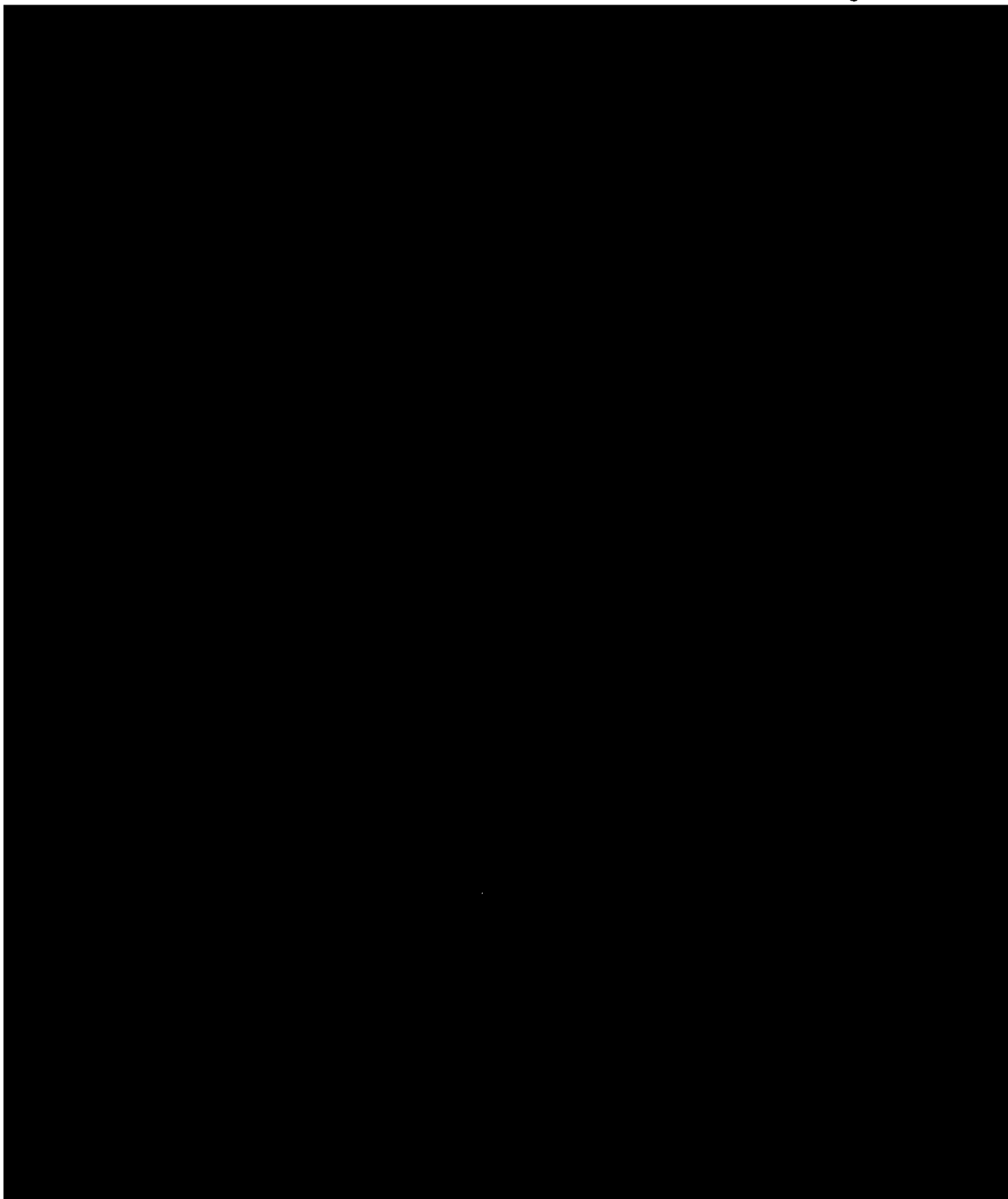


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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. P00073		3. EFFECTIVE DATE 16-Dec-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. IF BY CODE W31RPD		7. ADMINISTERED BY (If other than item 4) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01878		CODE		NONE	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-9090		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 12, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 6.203-1

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

C. date listed in block 10B of this modification should read 30 Jan 98.

Item 9A or 10A, as heretofore changed, remains unchanged and is full force and effect.	
(b)(6)	(b)(6)
12C. DATE SIGNED	12C. DATE SIGNED
	DEC 16 2002
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

000707

AMENDMENT/MODIFICATION NO. <b>00073</b>	3. EFFECTIVE DATE <b>18-Dec-2002</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY <b>US AIR FORCE &amp; MISSILE DEFENSE COMMAND</b> MC 00 MUNTSVILLE AL 35807-3801	CODE <b>W31RPD</b>	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879	CODE <b>NONE</b>

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 20-Aug-1998

IDE 04184 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(H).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 103-1 ER (Specify type of modification and authority)

IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See page 2

NOTE: The date listed in block 10B of this modification should read 30 Jan 98.

except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

5A. NAME AND TITLE OF SIGNER (Type or print)	5B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16C. DATE SIGNED
	(Signature of person authorized to sign)		(Signature of Contracting Officer)	16-Dec-2002

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000708



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

**SECTION A - SOLICITATION/CONTRACT FORM**

**LETTER CONTRACT**

**LETTER CONTRACT (Applicable to CLINs 0013 through 0016 only.)**

- 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 incentive fee type contract modification 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 incentive 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 of contract price.
- d. The definitive contract modification resulting from this undefinitized action shall not exceed \$48,000,000 (\$37,000,000 for CLIN 0013/0014 and \$11,000,000 for O&S Option, CLIN 0015/0016).
- e. Please indicate your acceptance of the foregoing by signing the attached Standard Form 30 and returning it with all supporting documentation to the issuing office.
- f. This contract action is entered into pursuant to 10 U.S.C. 2304(c)(1) and 10 U.S.C 2304(d)(1)(B) and any required justification and approval has been executed.

**MODIFICATION**

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

Whereas, the government desires to add CLIN 0013/0014, Spiral 1 – COTS-Based System, and CLIN 0015/0016 (Option V), Operation and Sustainment Support for Spiral 1; and

Whereas, the parties agree to a Not-to-Exceed (NTE) amount of \$48,000,000 (\$37,000,000, inclusive of fee, for CLINs 0013/0014 and \$11,000,000, inclusive of fee, for option CLINs 0015/0016) for this additional effort; and

Whereas, pursuant to the Limitation of Government Liability clause, funds in the amount of \$4,775,000 are provided under CLIN 0013 for commencement of this effort, and

NOW, THEREFORE, the contract is changed as follows:

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

- a. Paragraph B-1. Line Item Description is revised to add CLINs 0013/0014 and option CLINs 0015/0016 as follows:

000709

**BASIC**

0013	Spiral 1 – COTS – Based System Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0	1	Task	\$37,000,000 NTE*
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION V**

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	1	Task	\$11,000,000 NTE*
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

b. Paragraph B-12 is changed to read as follows:

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

c. Paragraph B-13 is added to read as follows:

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

a. Target Cost:	\$ TBD
b. Target Fee:	\$ TBD
c. Minimum Incentive Fee:	\$ TBD

000710

d. Maximum Incentive Fee: \$ TBD

e. Total Target Cost and Target Fee: \$37,000,000\*

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

d. Paragraph B-14 is added to read as follows:

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

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

Target Cost \$ TBD  
Target Fee \$ TBD

Incentive Arrangement: Maximum Fee: \$ TBD  
Minimum Fee: \$ TBD

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost (b)(4)  
until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost (b)(4)  
until minimum fee is attained.

**FAR 52.216-10 INCENTIVE FEE**

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

(e) Fee payable. (1) The fee payable under this contract shall be the target fee (b)(4)  
increased by [REDACTED] for every dollar that the total allowable cost is less than  
the target cost or decreased by [REDACTED] for every dollar that the total allowable (b)(4)  
cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less  
than [REDACTED] of the target cost.

e. Paragraph B-15 is added to read as follows:

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

a. The estimated cost, inclusive of fixed fee, is \$ TBD.

b. The fixed fee is \$ TBD.

c. The total is \$11,000,000 NTE\*

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

**2. SECTION F – DELIVERIES OR PERFORMANCE:**

a. Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to add subparagraphs g. and h. as follows:

g. The contractor shall complete the task required by CLIN 0013 and completed delivery of all data and reports required by CLIN 0014 by 30 Jun 05.

000711

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 06.

b. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: CLINs 0013/0014 and 0015/0016 milestones are added as follows:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0013 – Spiral 1</u>	
System Requirements Review	First Quarter FY 03
Design Review	Second Quarter FY 03
Processing Station IPR	Third Quarter FY 03
Platform IPR	Fourth Quarter FY 03
Payload IPR	First Quarter FY 04
System IPR	Second Quarter FY 04
Radar Ground Test	Third Quarter FY 04
SIL Interoperability Demonstration	Fourth Quarter FY 04
Integration and Test Site	First Quarter FY 05
Elevated Test	Second Quarter FY 05
Roving Sands 05	Third Quarter FY 05

CLIN 0015

Integration and Test Site	First Quarter FY 05
Elevated Test	Second Quarter FY 05
Roving Sands 05	Third Quarter FY 05

3. SECTION G - CONTRACT ADMINISTRATION DATA:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is added as follows:

ACRN:	AU
CUMULATIVE AMOUNT:	\$4,775,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000
ORDER NO:	ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073) ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations, paragraph g. (CLINs 0013 and 0014) is added as follows:

000712

g. CLINs 0013 and 0014:

- |  |               |
|--|---------------|
| (1) Amount Required for Full Funding,<br>Including Fee(s):               | \$37,000,000* |
| (2) Amount Allotted under the LOF<br>Clause for Payment of Target Costs: | TBD**         |
| (3) Amount Separately Obligated<br>for Payment for Target Fee:           | TBD**         |
| (4) Total Amount Allotted<br>and Obligated:                              | TBD**         |
| (5) Net Amount Required for<br>Full Funding:                             | TBD**         |
| (6) Estimated Period of Performance<br>the Allotted Amount will cover:   | TBD**         |

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

**\*\* TO BE INSERTED UPON DEFINITIZATION OF THIS LETTER CONTRACT MODIFICATION.**

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS:

- a. Paragraph H-3. OPTIONS is modified to add CLINs 0015 and 0016 (Option V) as follows:

CLINs 0015 and 0016 (Option V)

NLT 30 Apr 05

- b. Paragraph H-6. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION: Paragraph b(1) is changed to read as follows:

(1) DISTRIBUTION STATEMENT F – Further dissemination only as directed by JLENS Project Office, ATTN: SFAE-AMD-JLN, P.O. Box 1500, Huntsville, AL 35807-3801.

- c. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT: Paragraph c., CLIN 0013 is added as follows:

CLIN 0013	Current Obligations	TBD*
	FY 03	TBD*
	FY 04	TBD*
	FY 05	TBD*

**\* TO BE INSERTED UPON DEFINITIZATION OF THIS LETTER CONTRACT MODIFICATION.**

4. SECTION I – CONTRACT CLAUSES:

- a. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is added as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$4,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$4,775,000 dollars.

- b. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000) is added as follows. applicable to CLIN 0013/0014 only:

000713

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

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

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

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

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

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

(d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes --

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(i) Supplies and services purchased directly for the contract, provided payments will be made-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government;

(ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(iii) Direct labor;

(iv) Direct travel;

(v) Other direct in-house costs; and

(vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

000714

(3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.

(e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be --

(1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers.

c. DFARS 252.217-7027, CONTRACT DEFINITIZATION (OCT 1998) is added as follows:

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

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

Submission of Proposal:	30 days after award of letter contract modification
Begin Negotiations:	120 days after award of letter contract modification
Definitization of Modification:	180 days after award of letter contract modification

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

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

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

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

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

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

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

##### 5. SECTION J – LIST OF ATTACHMENTS:

Section J is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 4	3 Dec 02	12
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A022	1 Oct 02	22
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12

6. Pending definitization of this letter contract modification, FAR clause 52.232-22, Limitation of Funds; FAR clause 52.216-7, Allowable Cost and Payment; FAR clause 52.216-8, Fixed Fee; and FAR clause 52.216-10, Incentive Fee are not applicable to CLINs 0013/0014 and 0015/0016. All other terms and conditions of the contract are applicable.

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

<u>DELETE</u>	<u>ADD</u>
Page 7, Modification P00051	Page 3Ai, Modification P00073
Page 10, Modification P00034	Page 7, Modification P00073
	Page 7A, Modification P00073
	Page 10, Modification P00073
	Page 10A, Modification P00073
	Page 11A, Modification P00073
	Page 13D, Modification P00073
Page 15, Modification P00051	Page 15, Modification P00073
Page 17, Modification P00045	Page 17, Modification P00073
Page 20, Basic Contract	Page 20, Modification P00073
Page 22, Modification P00034	Page 22, Modification P00073
Page 31, Basic Contract	Page 31, Modification P00073
	Page 31A, Modification P00073
	Page 31B, Modification P00073
	Page 31C, Modification P00073
Page 35, Basic Contract	Page 35, Modification P00073
	Page 46A, Modification P00073
Page 49, Modification P00051	Page 49, Modification P00073

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**BASIC**

0013	Spiral 1 – COTS – Based System Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0	1	Task	\$37,000,000 NTE*
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION V**

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	1	Task	\$11,000,000 NTE*
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

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

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

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

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

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

a. Target Cost:	\$ TBD
b. Target Fee:	\$ TBD
c. Minimum Incentive Fee:	\$ TBD
d. Maximum Incentive Fee:	\$ TBD
e. Total Target Cost and Target Fee:	\$37,000,000*

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

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

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

Target Cost	\$ TBD
Target Fee	\$ TBD
Incentive Arrangement: Maximum Fee:	\$ TBD
Minimum Fee:	\$ TBD

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost (b)(4)  
until maximum fee is attained.

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

(b)(4)

## FAR 52.216-10 INCENTIVE FEE

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

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

(b)(4)

(b)(4)

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

- a. The estimated cost, inclusive of fixed fee, is \$ TBD.
- b. The fixed fee is \$ TBD.
- c. The total is \$11,000,000 NTE\*

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

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**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1. COMPLETION OF REQUIREMENT:**

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.

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

g. The contractor shall complete the task required by CLIN 0013 and completed delivery of all data and reports required by CLIN 0014 by 30 Jun 05.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 06.

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

**F-3. PLACE AND METHOD OF DELIVERY:**

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

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

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

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RAYTHEON COMPANY

MODIFICATION P00073 TO  
CONTRACT DASG60-98-C-0001  
PAGE 10A OF 49 PAGES  
ADDED: MOD P00073

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

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

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CLIN 0013 – Spiral 1

System Requirements Review	First Quarter FY 03
Design Review	Second Quarter FY 03
Processing Station IPR	Third Quarter FY 03
Platform IPR	Fourth Quarter FY 03
Payload IPR	First Quarter FY 04
System IPR	Second Quarter FY 04
Radar Ground Test	Third Quarter FY 04
SIL Interoperability Demonstration	Fourth Quarter FY 04
Integration and Test Site	First Quarter FY 05
Elevated Test	Second Quarter FY 05
Roving Sands 05	Third Quarter FY 05

CLIN 0015

Integration and Test Site	First Quarter FY 05
Elevated Test	Second Quarter FY 05
Roving Sands 05	Third Quarter FY 05

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RAYTHEON COMPANY

MODIFICATION P00073 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13D OF 49 PAGES  
ADDED: MOD P00073

ACRN:	AU
CUMULATIVE AMOUNT:	\$4,775,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000
ORDER NO:	ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073) ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)

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## d. CLINs 0011 and 0012:

- |   |                       |
|---|-----------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>41,558,000*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ <u>-0-</u>         |
| (3) Amount Separately Obligated for Payment of Fee:                 | \$ <u>-0-</u>         |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>-0-</u>         |
| (5) Net Amount Required for Full Funding:                           | \$ <u>41,558,000*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                       |

**\*NOT-TO-EXCEED (NTE)**

## g. CLINs 0013 and 0014:

- |   |                       |
|---|-----------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>37,000,000*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ <u>TBD**</u>       |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ <u>TBD**</u>       |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>TBD**</u>       |
| (5) Net Amount Required for Full Funding:                           | \$ <u>TBD**</u>       |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | TBD                   |

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.****\*\*TO BE INSERTED UPON DEFINITIZATION OF THIS LETTER CONTRACT MODIFICATION.**G-7. DELETED

G-8. Remittance Address:



(b)(4)

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H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05
CLINs 0015 and 0016 (Option V)	NLT 30 Apr 05

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

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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 JLENS Project Office, ATTN: SFAE-AMD-JLN, P.O. Box 1500, Huntsville, AL 35807-3801.

(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 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.

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 Statement F 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.

H-7. **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. **Workmen'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.

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	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	
CLIN 0013	Current Obligations	TBD	
	FY 03	TBD	
	FY 04	TBD	
	FY 05	TBD	

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

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

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
97	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	AUG 1996
98	52.249-6	TERMINATION (COST REIMBURSEMENT)	SEP 1996
99	52.249-14	EXCUSABLE DELAYS	APR 1984
100	52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
101	52.253-1	COMPUTER GENERATED FORMS	JAN 1991
102	52.216-24	LIMITATION OF GOVERNMENT LIABILITY (Set forth in full text herein)	APR 1984
103	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (Set forth in full text herein)	MAR 2000

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**THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:****102. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$4,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$4,775,000 dollars.

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

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

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

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

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

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

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

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- (d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes --
- (1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;
  - (2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -
    - (i) Supplies and services purchased directly for the contract, provided payments will be made-
      - (A) In accordance with the terms and conditions of a subcontract or invoice; and
      - (B) Ordinarily prior to the submission of the Contractor's next payment request to the Government;
    - (ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;
    - (iii) Direct labor;
    - (iv) Direct travel;
    - (v) Other direct in-house costs; and
    - (vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
  - (3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.
- (e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be --
- (1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or
  - (2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers.

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

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

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52	252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	DEC 1991
53	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Set forth in full text herein)	DEC 1996
54	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY 1995
55	252.217-7027	CONTRACT DEFINITIZATION (Set forth in full text herein)	OCT 1998

**THE FOLLOWING DOD FAR SUPPLEMENT FULL TEXT CLAUSES APPLY:****11. COST ESTIMATING SYSTEM REQUIREMENTS (JUL 1997)(252.215-7002)**

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

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General.

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

- (2) The system should be --
  - (i) Consistent and integrated with the Contractor's related management systems; and
  - (ii) Subject to applicable financial control systems.

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## 55. CONTRACT DEFINITIZATION (OCT 1998)

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

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

Submission of Proposal:	30 days after award of letter contract modification
Begin Negotiations:	120 days after award of letter contract modification
Definitization of Modification:	180 days after award of letter contract modification

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

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

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

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

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

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

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

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Acronym List	14 Nov 97	7
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.		
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 4	3 Dec 02	12
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A022	1 Oct 02	22
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12

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**PROGRAM EXECUTIVE OFFICE FOR  
AIR AND MISSILE DEFENSE  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

**Spiral 1**

**3 Dec 02**

**Rev 4**

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## **1.0 INTRODUCTION**

### **1.1 Objectives**

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

### **1.2 Scope**

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

### **1.3 Integrated Product Teams (IPTs)**

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

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

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

### **2.2 Meetings and Reviews - Contractor Internal**

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

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### **2.3 Meetings and Reviews - Contractor/Government**

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

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

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

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

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

### **2.6 Cost Reporting**

#### **2.6.1 Funds Manhour Expenditure Report**

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

#### **2.6.2 Cost Reporting**

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

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**2.6.3 Program Cost Estimate**

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

**2.7 Renumbered previous paragraph to paragraph 2.6.3.**

**2.8 See para 3.1**

**2.9 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. [REDACTED] (b)(7)(E)

[REDACTED] All contractual data items shall be delivered in electronic format on permitted media. The data shall be usable [REDACTED] (b)(3)(A)

[REDACTED] These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: the classified JLENS server or CD-ROM, 100 and 250 MB Zip Disks. Media (e.g., diskettes, tapes, etc.) delivered under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. The contractor shall support and provide input to the government in the development of documentation to support the government acquisition documentation. (CDRL A006) (13,15)

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### 3.0 SYSTEM ENGINEERING

#### 3.1 General

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and the performance specifications. The configurations of these systems shall be explained and documented in the System/Subsystem Design Document. Systems Engineering shall include system/subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware, tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach." (13,15)

#### 3.2 System Engineering Requirements Allocation

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

#### 3.3 System Analyses

The contractor shall conduct performance analyses to support the system designs IAW the requirements of performance specification. [REDACTED]

[REDACTED] Performance analyses

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

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and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (13)

### **3.4 Hardware**

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

### **3.5 Software**

#### **3.5.1 Reuse**

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

#### **3.5.2 Software Engineering Environment (SEE)**

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

#### **3.5.3 Software Development**

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

#### **3.5.4 Software Testing**

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the

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specific test cases and related test procedures. The government may participate in all software testing.  
(A015)(13)

#### **3.5.5 Software Version**

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

#### **3.5.6 Corrective Action**

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


#### **3.5.7 Management Indicators**

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

#### **3.6 Deleted**

#### **3.7 Interface Management and Integration**

(b) (3) (A)



#### **3.8 Safety**


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

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### 3.9 Modeling and Simulation

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

#### 3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, and operational exercise demonstrations. Simulation results shall be available for government review. 

(b)(3)(A)

#### 3.9.2 System Integration Laboratory (SIL)

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

### 3.10 Technical Reviews and Meetings

#### 3.10.1 Design Reviews (DRs)

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

##### 3.10.1.1 DR Entrance Criteria

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

##### 3.10.1.2 DR Exit Criteria

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

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

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

##### **4.2 Risk Mitigation Tasks**

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

#### **5.0 TEST AND EVALUATION**

##### **5.1 General**

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

##### **5.2 Test Plans, Reports, and Reviews**

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

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### 5.3 Component and Subsystem Testing

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

### 5.4 Ground Testing

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

### 5.5 System Tests/Demonstrations

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

(b)(3)(A)

### 5.6 Government Test Support

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

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## **6.0 SPECIALTY ENGINEERING**

### **6.1**

#### **6.1.1**

#### **6.1.2 Readiness**

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

#### **6.1.3 Status Reporting**

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

#### **6.1.4 Communications**

The contractor shall employ the government furnished T-1 data connections [REDACTED] to facilitate the transfer of data for training, mission planning, performance analysis, data recording, hardware-in-the-loop (HWIL) testing, and simulations involving systems such as [REDACTED] (13,15)

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

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

#### **6.1.5 Logistics Information Data Base**

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

#### **6.1.6 Training**

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (13, 15)

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## **6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (13,15)

## **6.3 Environmental Management**

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

## **6.4 Configuration Management**

The contractor shall implement and maintain configuration management control [REDACTED]

(b) (3) (A)

[REDACTED] The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (13,15)

## **7.0 OPERATIONS SECURITY**

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

## **8.0 OPERATIONS AND SUSTAINMENT**

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

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## Overview

1.1 The PEO for Air and Missile Defense plans to acquire an elevated fire control and surveillance sensor system capable of providing an [REDACTED] engagement capability in support of [REDACTED] weapon systems.

(b)(3)(A)

1.1.1 JPSS1 - The material acquired will provide a capability to employ the SLAMRAAM weapon system against land attack cruise missiles (LACM) and will provide a means of developing tactics, techniques and procedures for conducting low altitude cruise missile defense operations and for providing and disseminating target location data for use in development of a single integrated air picture (SIAP). The system configuration is based on the use of Non-Developmental Items (NDI) of hardware and software although some developmental hardware and software, and some modifications to the NDIs will be required. This acquisition spiral leads to the provision of an elevated sensor system that responds to the requirements of the JLENS Operational Requirements Document (ORD).

It is anticipated that the contractor will provide for JPSS1 Fire Control and Surveillance System the following elements:

- Modified GOTS fire control radar with IFF
- Contractor Off-the-Shelf (COTS) 32 meter class aerostat system
- Off-the-shelf MIDS, EPLRS, and SINCGARS communication systems
- Mobile processing station derived from the JLENS development program
- Contractor Off-the-Shelf (COTS) Inertial navigation system
- Radar Control Software

### Instructions to the Contractor

1.2 The contractor should include the appropriate cost in his proposal for Spiral 1 the following:

a. Trained personnel, equipment, supplies, tools, materials, helium, payload, on site security, and associated equipment and services required to operate and maintain the aerostat systems. The contractor shall provide qualified Flight Directors for tests/demonstrations and normal flight operations.

b. At least one exercise at IFC-23 (JCIET, Roving Sands, etc.) in odd years beginning in FY05 per year. Exercise support includes the relocation and shipment of the hardware and support equipment to the exercise site, operations and maintenance of the system during the exercise, the relocation of the system and support equipment back to the field test site, IFC-23, and the return of the site to a fully operational condition.

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c. Government-Furnished Equipment

The Contractor shall make maximum use of the items in the Government inventory to test, to be components of, to operate, and to maintain the system. The government plans to provide the contractor access to the government supply system IAW AR 725-50. The contractor should use the government supply system, if it is advantageous to the government, to order spares/repair parts for the repair and maintenance of common items.

The contractor shall, as part of the proposal, identify all equipment (vehicles, generators, forklifts, converters, test equipment, cranes, helium trailers, etc.) required to operate and maintain the system. The contractor shall provide items if not available through the government inventory.

The contractor shall, as part of the proposal, provide a list of these items that includes item nomenclature, item description, model number, justification of need, frequency of use, date required, and procurement cost of each item.

1.3 The contractor shall provide, with the proposal, a description of the Master Test Plan required in SOW at paragraph 5.2. The description shall include a preliminary list of all tests planned and identify the tests for which the contractor will submit test plans and reports per CDRL A015.

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**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

The reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this form, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon
G. DATA ITEM NO. A001	H. TITLE OF DATA ITEM Records of Meeting/Minutes Report			I. SUBTITLE
J. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505		K. CONTRACT REFERENCE SOW Para 2.3, 2.6.2		L. REQUIRING OFFICE SFAE-AMD-JLN
M. DD 260 REQ LT	N. DIST STATEMENT REQUIRED	O. FREQUENCY As Required	P. DATE OF FIRST SUBMISSION As Required	Q. DISTRIBUTION
R. APP CODE A		S. AS OF DATE	T. DATE OF SUBSEQUENT SUBMISSION As Required	U. ADDRESSEE
				V. COPIES
				W. Draft
				X. Final
				Y. Repro

**8. REMARKS**

Develop and submit a detailed agenda 10 working days prior to the meeting date. The agenda will include the list of expected government, contractor, subcontractor, and IPT attendees.

Rs: Four program reviews per year shall be conducted rotated among the contractor facilities and the JLENS Project Office, Huntsville, AL.

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

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

JTA-A compliance TMS will be held at the request of the government. VTCs will be used to the maximum extent possible.

Submit data supporting JLENS Project Office demonstrating compliance with current JTA-A standards including: compliance matrix, compliance matrix rationale and waivers where necessary.

Submit the minutes and list of attendees of each meeting within 5 working days after meeting completion. The minutes shall include action items (contractor and government), the person responsible, and required completion date.

Contractor format acceptable. Approval: G10/C10.

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

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

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1(b)(6)

(b)(6)

000749

DATE  
01 Oct 02

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188							
<small>           The reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this form, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.         </small>													
1. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16		8. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____									
4. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon									
DATA ITEM NO. A002		2. TITLE OF DATA ITEM Integrated Master Schedule (IMS)		3. SUBTITLE Master Integrated Program Schedule (MIPS)									
AUTHORITY (Data Acquisition Document No.) DI-ADMN-81183A		5. CONTRACT REFERENCE SOW Para 2.4, 2.5, 2.6.2		6. REQUIRING OFFICE SFAE-AMD-JLN									
DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY As Required		12. DATE OF FIRST SUBMISSION 30 DAC MOD							
APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Blk 16		14. DISTRIBUTION							
				a. ADDRESSEE		b. COPIES							
						Draft Final							
						Reg Repr							
5. REMARKS Submit MIPS 30 DAC modification. The MIPS and CWBS shall be developed to the lowest level at which work is performed. Submit changes as required to maintain current.  Contractor format acceptable. Approval: G15/C15.  Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.  The MIPS and the individual IPT schedules, shall be in contractor format utilizing existing contractor IPT schedules. The MIPS and individual IPT schedules shall be furnished to the government monthly with the CPR/CSSR				<div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 30px; margin-bottom: 5px;"></div>									
						15. TOTAL →							
						PREPARED BY		H. DATE 01 Oct 02		I. APPROVED BY		J. DATE 01 Oct 02	

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

000750