# **RAYTHEON COMPANY**

MODIFICATION P00048 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00046

<u>CLIN</u>	SUPPLIES OR SERVICES	<b>OUANTITY</b> I	UNIT	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10		<b>(b)</b> (4)
0009AB	Exercised DPPH With R&D Funds	S	See B-10		

#### RAYTHEON COMPANY

MODIFICATION P00048 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00045

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 BMD00101129881 012123

REF: BMDO 0101129881

ORDER NO/PRON: BMD00101129881-2 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

EROD731900/0HHJLE/H

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

MODIFICATION P00048 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00045

SUBCLIN 0007AB	
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>10,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$0-
(5) Net Amount Required for Full Funding:	\$ 10,868,600*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
SUBCLIN 0007AC	
(1) Amount Required for Full Funding, Including Fec(s):	\$ 61,868,600*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$0-
(5) Net Amount Required for Full Funding:	\$ <u>61,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
CLINs 0009 and 0010:	
SUBCLIN 0009AA:	
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>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:	\$
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding.	\$ <u>20,468,700</u> *

\*NOT-TO-EXCEED (NTE)

c.

## **RAYTHEON COMPANY**

MODIFICATION P00048 TO CONTRACT DASG60-98-C-0001 PAGE 14C OF 49 PAGES PREVIOUS: MOD P00045

## SUBCLIN 0009AB:

(1)	Amount Required for Full Funding, Including Fee(s):	\$	330,000*	1
(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:	\$_	330,000*	}

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

\*NOT-TO-EXCEED (NTE)

AMENDMENT OF SOLICIANA	NOTITITION AND A COLLAR		1	V   1   2			
2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQ. NO.	5. PROJECT NO.(If applicable)			
P00049	25-Oct-2000						
ARMY SPACE AND MISSILE DEFENSE OF PO BOX 1500	S W31RPD OMMAND	7. ADMINISTERED BY (If other than item 6) CODE NONE DOM TYNGSBORO PO BOX 688  (b)(b)					
HUNTSVILLE, AL 35807-3801		TYNGSBORO, MA 01879					
8. NAME AND ADDRESS OF CONTRACTOR (No.	, Street, County, State and 2	Zip Code)	9A. AMI	ENDMENT OF SOLICITATION NO.			
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DAT	ED (SEE ITEM 11)			
BEDI OND WIN 01730-0000		-		10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001			
CODE 04164	FACILITY CODE		X 30-Jan-	TED (SEE ITEM 13)			
		S TO AMENDMENTS OF SOLIC	100 04.	1330			
The above numbered solicitation is amended as set forth in Ite.			is extended	. s not extended.			
Offers must acknowledge receipt of this amendment prior to to (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a reference RECEIVED ATTHE PLACE DESIGNATED FOR THE REFERENCE OF YOUR OFFER. If by virtue of this amendment of the sach telegram or letter makes reference to the solicities.	copies of the document; (b) By act e to the solicitation and amendme CEILT OF OFFERS PRIOR TO T tent you desire to change an offer	knowledging receipt of this amendment or int numbers. FAILJRE OF YOUR ACKN THE HOUR AND DATE SPECIFIED MA alrendy submitted, such change may be in	each copy of the NOWLEDGMEN NY RESULT IN rade by telegram	e offer submitted; NT TO BE THE			
12. ACCOUNTING AND APPROPRIATION DATA	(If required)						
1		OFFICATIONS OF CONTRACTS/OFFI NO. AS DESCRIBED IN ITE					
A.THIS CHANGE ORDER IS ISSUED PURSUAN CONTRACT ORDER NO. IN ITEM 10A				E MADE IN THE			
1 P THE ABOVE NUMBERED CONTRACT/ORDE office, appropriation date, etc.) SET FORTH IN 1				uch as changes in paying			
HIS SUPPLEMENTAL AGREEMENT IS ENT							
X D.OTHER (Specify type of modification and authori UNILATERAL: Contract Clause No. 71, "Limita							
E. IMPORTANT: Contractor X is not,	is required to sign this do	cument and return	copies to the	issuing office.			
i4. DESCRIPTION OF AMENDMENT/MODIFICAT: where feasible.) Order No.: ER1D730100-01 See Page 2	ION (Örganized by UCF se	ection headings, including solicitat	ion/contract s	ubject matter			
Except as provided herein, all terms and conditions of the document	referenced in Hem 9A or 10A, as	neretofore changed, remains unchanged a	na m full force :	tod effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)	16	A. NAME AND TITLE OF CONT	RACTING (	OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR 15	C. DATE SIGNED			SC. DATE SIGNED			
ignature of person authorized to sign)		(Signature of Contracting Office	er)	25-Oct-2000			
TION TO SF 30 ALL ROVED BY OIRM 11-84	30-105-0	)4		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA			

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

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to 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:

Performance the Allotted Amount will cover:

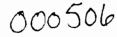
		THIS	CUMULATIVE	
	PRIOR	MODIFICATION	TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0-	\$145,166,476	
(2) Amount Allotted under the				
LOF Clause for Payment of Target Costs:				
(2) Assessed Commentation (NET and a				(b)(4
(3) Amount Separately Obligated for Payment 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				

01 Jun 01

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

DELETE ADD

Page 13B, Modification P00048 Page 14, Modification P00047 Page 21, Modification P00047 Page 21, Modification P00047 Page 21, Modification P00049



#### RAYTHEON COMPANY

MODIFICATION P00049 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00048

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)

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

a. CLINs 0001 and 00	UUZ:
----------------------	------

(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:

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



\$ 61,573,622

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

\$<u>83,592,854</u>

(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:

\$\_\_\_\_\_

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

\$<u>164,011,800</u>\*

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

\*NOT-TO-EXCEED (NTE)

NOMENCLATURE

**CLIN 0001** 

MODIFICATION P00049 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00047

**QUANTITY** 

AUTHORIZED AS GFP

**CUMULATIVE** 

\$440,100

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:

UNIT OF

**ISSUE** 

**AMOUNT** 

(In Millions)

NATIONAL STOCK

NO. (NSN)

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 (b)(4) amount of solding is obligated for Potential Fee for a total amount control or CLIN 0001.
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 sobligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

000509

PLANNED DATE

OF FUNDING

Current Obligations (Jun 99)

AMENDMENT OF SOLICITA	TION/MODIFICAT	ION OF CONT	RACT	וואדי ו	ALT IDECOME	PAGE OF PAGES
MENUMENT/MODIFICATION NO	3 EFFECTIVE DATE 13-DEC-00	4 RECASSITIONAL	RCIIASE, KF	Q NO		VC7.(19' apple able)
US ARMY SPACE AND MISSILE DEFENSE	DIR W31RPO	7 ADMINISTERFUL DCM TYNGSSO PO BOX 600		ment 6)	CODE	(ble
MUNTSVILLE, AL 35607-3601		TYNGSBORO. N	A 01879			
NAME AND ADDRESS OF CONTRACTOR	Nu. Street County State and	Zip Cintel	1	MA AMEN	DMENT OF SC	LICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD 860-CORD MA 01730-0000	,	,		YR DATE	O (SEE ITEM 1	)
BEU-CARD III VIVIANUU			X		OF CUNTRAC	TAORDER NO.
(U)> <b>08754</b>	FACILITY CODE		x	30-Jan-19		1.51
	THIS ITEM ONLY APPLIES	TO AMENDMENTS	OF SOLICITA			
(History regard constructions) regards of the construction of pro- (a) by recommending from 8 and 15 and 15 and returning (b) by recommending the 15 and 15	Cuping of the decadeds, (b) by or the manufacture and manufacture (b) TO TO TO TO TO TO TO TO the manufacture of the manufactur	commissing party of that a mangheta - Fact Like (19° Y ME HITA'M AND 17ATE SPE already committee, etc.) commi	Mariana de Casa Calle (151) MANT RE Calle (151) MANT RE	enge is the of Ethiopeny is SUL1 in 11112 wayson is be	) HF	
ACCOLATING AND APPROPRIATION I)A		CE 11-10 10/1-4 10 100 100-11-100		1-4		
	MAPPLIES ONLY 10 MOD FRES THE CONTRACTABLE					•
HITTE AND PER MUNICIPALITY OF THE AND PER SERVICE OF THE AND PER MUNICIPALITY OF THE AND PER SERVICE OF THE AND PER SERVIC	IN ITEM 14, PURSUANT TO ENTERED INTO PURSUANT THE ABOUTE V	THE AUTHORITY O	4 FAR 43.103	ANGES (=	ch es charges so	provincy.
O OTHER (Specify type of modification and and	Portity)		_			_
IMPORTANT: COMPANIE [ is set.	Is undersay to also app app of	cuman and naturn	1 000	mes to the is	will office	
4. DESLIESPTEIN OF AMENDMENT/MIJDIFIC where standing ) Order No. PPHJLENSOT See Page 2	CATION (Organizad by ECF 4	certina Deputagra, me hafi	ing saficilisticie	(14) (14)	iant meritar	
A NAME AT	DATE SIGNED	navelalism changos, wassara	e un Layenthe	fuil force <u>wai</u>		(h)((,) (h)(6)
LLEGARD BJ. ORW 11-94	18/18/00 has	0			STANDARD I Proscribed by C FAR (48 CFR)	-

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

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>
	BASIC			
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.	I	Task	<b>\$</b> 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	i		<u>Task</u>	
	0005AB Mobile Mooring Station	•			\$ 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
	0007AC Leave Behind Capability including Ground Support Equipment				NTE

000512

TBD\*\*\*

Task

	000/AD Suit Risk Mingaton	i.	1 ask	
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	OPTION III			
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 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.		Lot	Not Separately Priced
0011	OPTION IV  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.		Lot	Not Separately Priced

l

0007AD SuR Risk Mitigation

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:

<sup>\*</sup>Not-to-Exceed (NTE) subject to downward negotiations only.

<sup>\*\*</sup>TBD - To Be Determined upon upon submission of the contractor's proposal.

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 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

Ì

TIME PERIOD

**CLIN 0003 - PDRR** Second Quarter FY 00 PTIR Block I CDR Fourth Quarter FY 01 PTTR 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 Third Quarter FY 05 PTIR Pelham Tracking Test PDRR System and SIL Complete Fourth Quarter FY 05 CLIN 0005 SUBCLIN 0005AA

Second Quarter FY 05

Fourth Quarter FY 05

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

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

SUBCLIN 005AB

PDRR System Delivery

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 0005AC - PTIR

Leave Behind Capability including GSE Fourth Quarter FY 05

CLIN 0007

SUBCLIN 0007AA - SuR

SuR Preliminary Design Review Third Quarter FY 05

SuR Critical Design Review Second Quarter FY 06

Fourth Quarter FY 06 (b)(3)(A)(i) & Title

SuR Delivery Fourth Quarter FY 07 10 Sec 130 (a)(c)

SUBCLIN 0007AB - SuR

Mobile Mooring Station Delivery Fourth Quarter FY 07

SUBCLIN 0007AC - SuR

Leave Behind Capability Including GSE Fourth Quarter FY 07

SUBCLIN 0007AD - PDRR

SuR Launch and Recovery Second Quarter FY 05

CLIN 0011

Deliver Final Report Twenty-four Months after exercise of Option

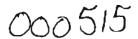
- 3. SECTION H SPECIAL CONTRACT REQUIREMENTS, is changed as follows:
- a.. Paragraph H-3. OPTIONS is modified to read as follows:

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)



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 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.

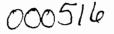
Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0005AD must be exercised before or concurrently with the exercise of Subclin 0005AA and Subclin 0005AB. Subclin 0007AA and Subclin 0007AB 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	<b>CUMULATIVE</b>
		(in millions)	
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	<b>\$</b> 16.000	
	FY 01	\$17.000	
	FY 02	\$20.500	
	FY 03	\$20.500	
	FY 04	\$25.400	
	FY 05	\$25.400	

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

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



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 &	12 Oct 99	29	
Data Item Nos. A001, A008, A011, A013, A018 & A021	l Sep 00	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)

<sup>6.</sup> 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 Requirercents Document for the PTIR.

<sup>7.</sup> Slipsheet pages to the contract will be provided upon definitization of the change order

# 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

#### 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

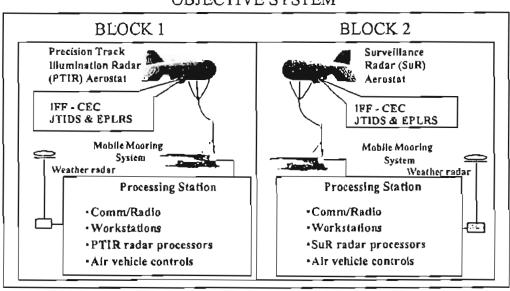
The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and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

## **BLOCK APPROACH**

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

## 1. Block Program Summary

Block I 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.



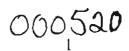
## **OBJECTIVE SYSTEM**

#### 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

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

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



DASG60-98-C-0001 Modification P00050	
incorporate the new 70kVA tether. The proof of principal system will use the re- locatable mooring system equivalent to that currently emplaced at	(b)(3)(A) (i)&Title
Integration and testing under the funded program will consist of establishment and validation of the System Integration Laboratory (SIL), ground testing	10 Sec
(CLIN 0005) This portion of Block 1 completes the PDRR system, funds DT/OT testing with and develops the upgrades to the processing station to bring it designs, develops and demonstrates the mobile mooring system. The Block 1 system for a highly successful, low risk MSII decision by	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
The final PDRR Block I configuration will then be evaluated through the SIL nardware 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	
(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  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.	I
bring the JLENS system (i)	o)(3)(A) )&Title 10 ec 130 (a)(b)

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17. PRICE GROUP

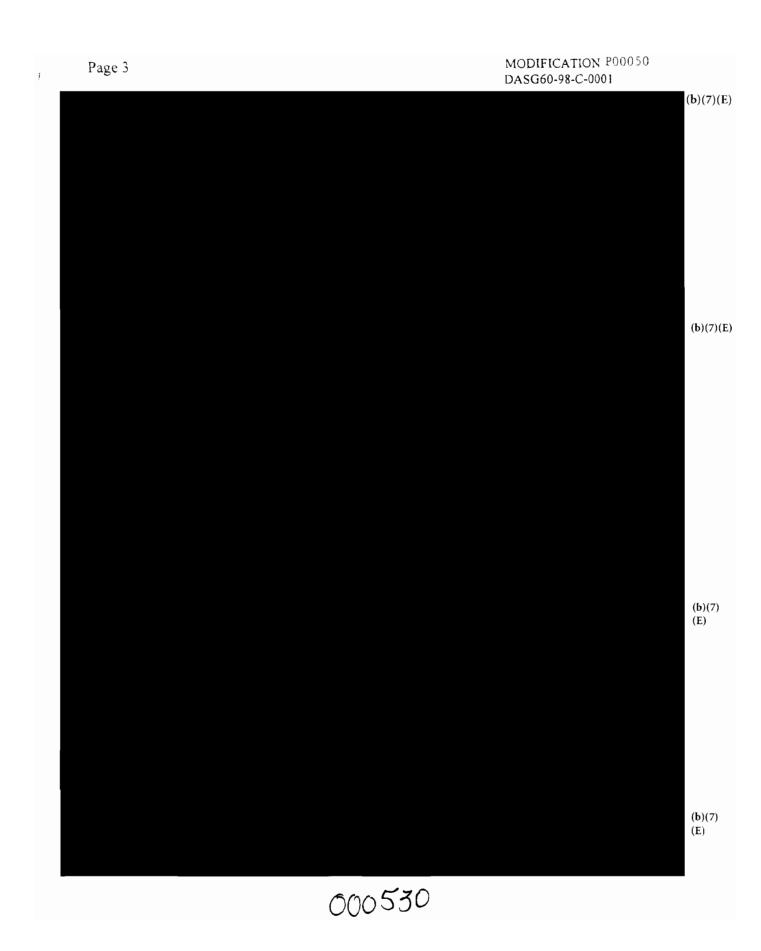
10. ESTIMATED

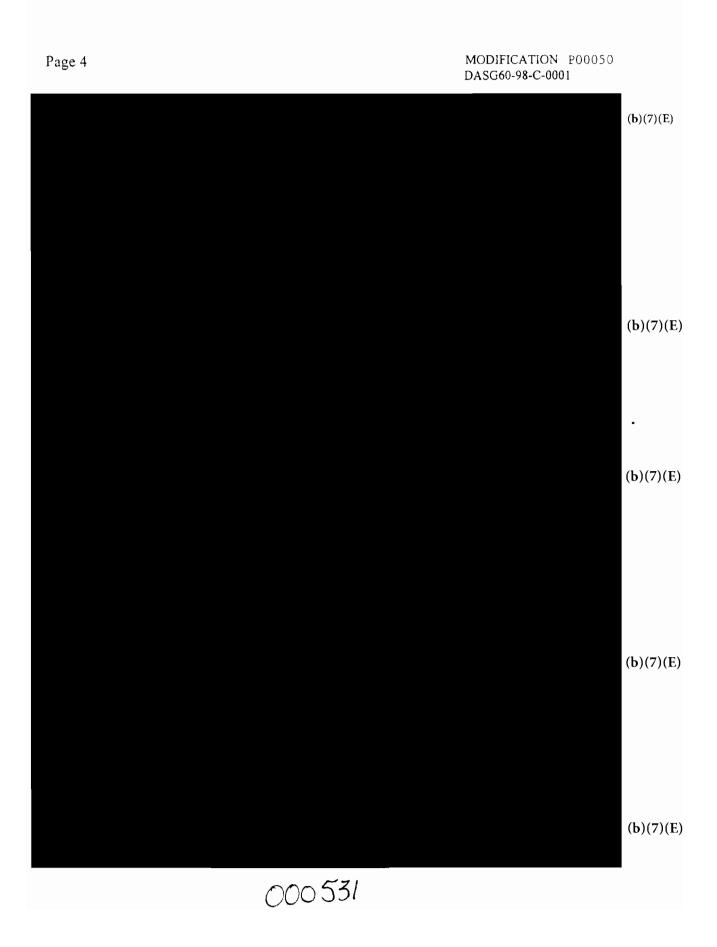
TOTAL PRICE

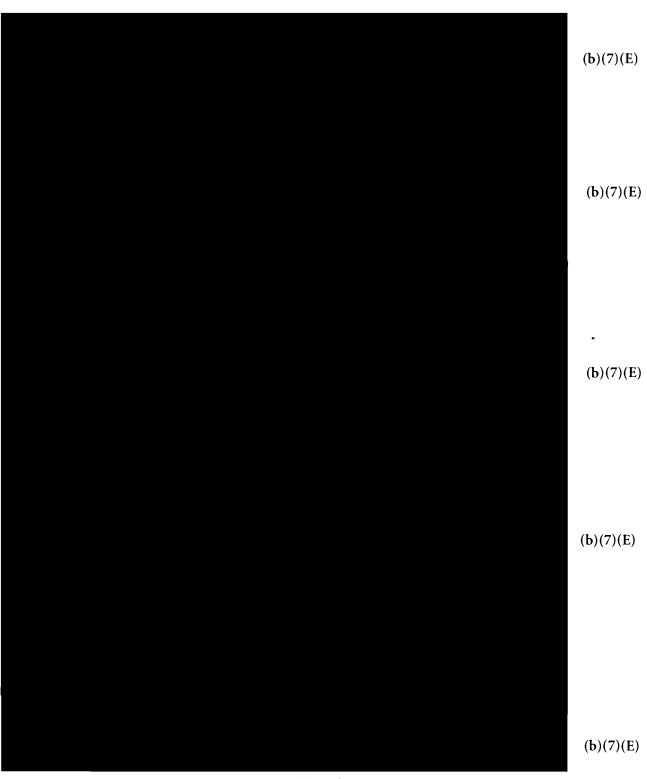
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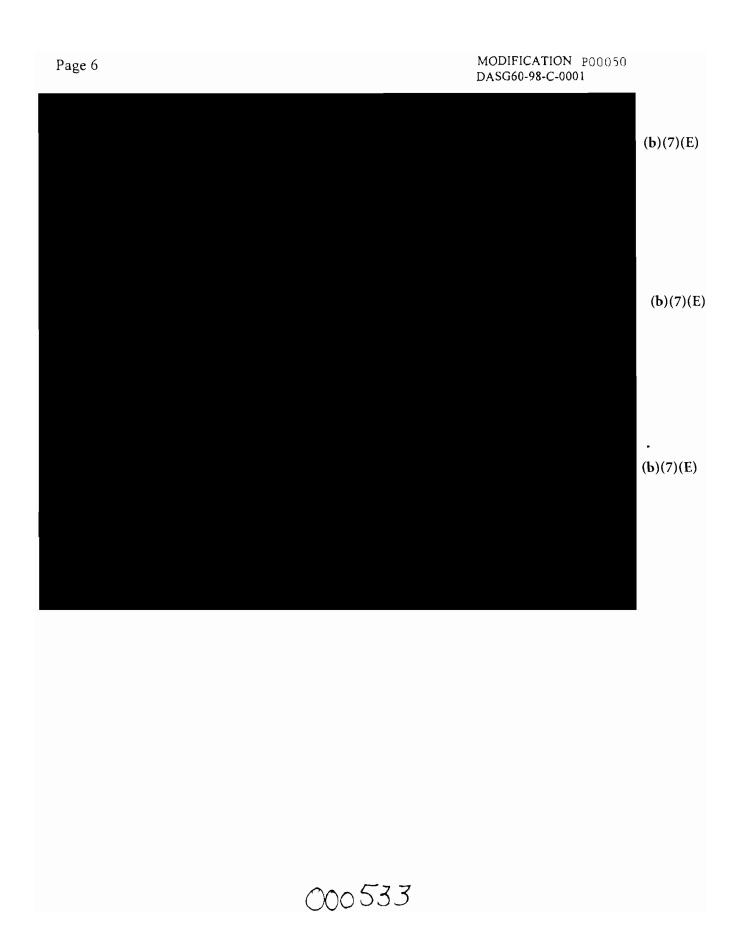
DEPARTMENT OF DEFENSE		1. CLEARANCE AND SAFE	<u>GUARDING</u>	(b)(7)(E	
CONTRACT SECURITY CLASSIFICATION SPECIFICATION SPECIFICATI	ort)	a. FACILITY CLEARANCE REQU	DIRED:		
			b. LEVEL OF SAFEGUARDING I	REQUIRED.	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)	;	- 3. THI	S SPECIFICATION IS: (X and	complete as app	licable) (b)(7)(E)
a. PRIME CONTRACT NUMBER X DASG60-98-C-0001			a. ORIGINAL (Complete dete i		Date (YYMMDD) 980113
b. SUBCONTRACT NUMBER		Date (YYMMDD) 000828			
c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)			c. FINAL (Complete item 5 in a	all cases)	Date (YYMMDD)
4 IS THIS A FOLLOW-ON CONTRACT? (X ] YES [ ] NO, If yes, comp Classified material received or generated under DASG60-96-C0190	plete the f	follow	ng (Preceding Contract Number)	is transferred to	this follow-on contract
5. IS THIS A FINAL DD FORM 254 [ ] YES ( X ) NO, If yes, complete In response to the contractors request dated, retention of the i	the follow	wing: I classi	ified material is authorized for a	period of:	
6 CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					_
a. NAME, ADDRESS, AND ZIP Raylheon Company dba Raylheon Syslems Company 180 Hartwell Road Bedford, MA 01730	b. CAGE 0416		c. COGNIZANT SECUR Northeast Region, DIS New England Sector Barnes Building 495 Summer Street Boston, MA 02210-2192		Address and Tip Code;
7. SUBCONTRACTOR		,	_		
a. NAME, ADDRESS, AND ZIP	b. CAGE	E CO	DE c. COGNIZANT SECUR	ITY OFFICE W	Address and Esp Code)
)					
8. ACTUAL PERFORMANCE					
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
Conduct Advanced Studies Concerning Aerostat Applications for Land A	ttack Cru	use Mi	issile Defense (b)(	7)(E)	
10. THIS CONTRACT WILL REQUIRE ACCESS TO . 11. IN PERFO	RMING THIS (	CONTRA	CT, THE CONTRACTOR WILL:	_	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION  a. HAVE ACCES ACTIVITY	5\$ TO CLASSI	IFIED INF	FORWATION ONLY AT ANOTHER CONTRACTO	AS FACILITY OF GOVER	NMENT
6 RESTRICTED DATA 6 RECENTE CLA	<u> </u>	CUMENT	S ONLY		
C CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	D CÊNERATE	E CTY2 Z	FIED MATERIAL		
d FORMERLY RESTRICTED DATA d. FABRUÇAYE,	MODIFY, OR	STORE (	Lassified Hardware		
e INTELLIGENCE INFORMATION 6. PERFORM SE	ERVICES ONL	L <u>Y</u>			
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FOR OFFICIAL USE ONLY INFORMATION ( specify	y)				

Modification P00050 12. PUBLIC RELEASE. Any information (classified or unclassified) penaining 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 (b)(7)(E)[ ] DIRECT [X] THROUGH (Specify) Deputy Commander, U.S. Army Space and Missile Defense Command P.O Box 1500 Huntsville, Alabama 35807-3801 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 guizance needed for this classified affort 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 confirmation is authorized and announteped to provide recommended changes; to challenge the guidance of this classification assigned to any information or material furnished or generated under this contract. and to superial supports the provided in a support of this guidance to the official dentified below. Performance in the number of this period and provided in the highest level of classification assigned or recommended if all appropriate for me classified effort. Afterior, in flowing are correspondence, any decommended in medical pages as meeting decided to provide complete guidance.] SEE ATTACHED PAGES 14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NIGPOM requirements, are antibilistical for this contract. [X] YES () NO SEE BLOCK 13 REMARKS (b)(7)(E)15. INSPECTIONS, ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE BISPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE, (1/ 1/12), EXPAINT OF THIS CONTRACT ARE OUTSIDE THE BISPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE, (1/ 1/12), EXPAINT OFFICE, (1/ 1/12) 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. EDHONE Unclude Area Code) TYPED NAME OF CERTIFYING OFFICIAL Contracting Officer's Representative for (b)(6)Industrial Security (b)(6)17. REQUIRED DISTRIBUTION d. ADDRESS (Include Zip Code) (X) CONTRACTOR
() SUBCONTRACTOR
() COG FOR PRIME & SUBCONTRACTOR
(X) ADMINISTRATIVE CONTRACTING OFFICER Deputy Commander, U.S. Army Space and Missile Defense Command ATTN: SMDC-AJ-S, P.O. Box 1500 (X) OTHERS AS NECESSARY Huntsville, AL 35807-3801 GO TMO. (b)(6)

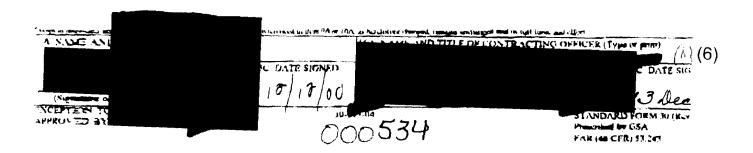








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#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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. <u>PAYMENTS BY ELECTRONIC FUND TRANSFER</u> (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:

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

( b)(4)

- (2) The fixed fee for Subclin 0009AA is
- (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



(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 0009/00010), 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."

#### 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 ER1D730100 S01021 ER1D730100/1HHJLE/H ORDER NO.: ER1D730100-02 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:			

16)(4)

- (3) Amount Separately Obligated for Payment for Target Fee:
- (4) Total Amount Allotted and Obligated:
- (5) Net Amount Required for Full Funding:
- (6) Estimated Period of Performance the Allotted Amount will cover:

\$ 61,573,622 \$2,250,000 \$ 63,823,622 \$ 83,592,854 (\$2,250,000) \$ 81,342,854

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



(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.

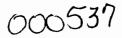
3. SECTION H – SPECIAL CONTRACT REQUIREMENTS, Paragraph H-3. Options, is modified to add the CPFF unit price per DPPH of to be used to exercise CLIN 0009AA, if it is exercised incrementally.

(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



ODIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 3A OF 49 PAGES PREVIOUS: MOD P00034

CLIN	SUPPLIES OR SERVICES	<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.	S∞ 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

<sup>\*</sup>NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

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

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

JDIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 4B OF 49 PAGES PREVIOUS: MOD P00034

CII	BCI	TA.T	$\Delta \Omega$	07	40
SU	DCL	LII.	w	U,	MU

a. Target cost:

\$ TBD

b. Target fee:

\$ TBD

c. Minimum incentive fee:

\$ TBD

d. Maximum incentive fee:

TBD

(ŋ)

e. Total target cost and target fee:

## 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



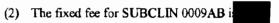
(2) The fixed fee for SUBCLIN 0009AA is



(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



(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.

DIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 4C OF 49 PAGES ADDED: MOD P00051

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

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

CLIN 0001 CLIN 0002 TOTAL TARGET COST

NSP\*

\*Not Separately Priced

Target Cost

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

(b)/4

ODIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 6 OF 49 PAGES PREVIOUS: MOD P00034

## 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:

## DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

#### LABOR CATEGORY

Engineering and Support



- (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.

000542

(i)&Title 10 Sec

130 (a)

**(b)** 

ODIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 7 OF 49 PAGES PREVIOUS: MOD P00034

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

DDIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 12 OF 49 PAGES PREVIOUS: MOD P00034

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

**JDIFICATION P00051 TO** CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00049

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 \$01021

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 BMDQ0101129881 012123

REF: BMDO 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

EROD731900/0HHJLE/H

ORDER NO/PRON:

ER0D731900-01

FUNDED AMT: \$45,000 (P00048)

ODIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00049

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 arc 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.

•	$\sim$ t	DIA	0001	4	0002
a		.INe	0111111	ana	(MM)),

(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:

(\$<u>2,154</u>)

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

30 Sep 99

#### b. CLINs 0003 and 0004:

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

\$145,166,476

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

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

et Costs:

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

\$ 63,823,622\*

(4) Total Amount Allotted and Obligated:

\$ 81,342,854\*

(5) Net Amount Required for Full Funding:

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:

\$\_\_\_\_\_

(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)

JDIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00048

### SUBCLIN 0007AB

(1)	Amount Required for Full Funding, Including Fee(s):	\$_10,868,600*
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3)	Amount Separately Obligated for Payment of Target Fee:	<b>\$</b> -0-
(4)	Total Amount Allotted and Obligated:	\$
(5)	Net Amount Required for Full Funding:	\$ <u>10,868,600</u> *
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	
<u>SUI</u>	BCLIN 0007AC	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ 61,868,600*
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0-
(3)	Amount Separately Obligated for Payment of Target Fee:	\$ <u>-0-</u> .
(3) (4)	Amount Separately Obligated for Payment of Target Fee:  Total Amount Allotted and Obligated:	\$ \$
	. ,	
(4)	Total Amount Allotted and Obligated:  Net Amount Required for Full Funding:	\$

## SUBCLIN 0009AA:

Amount Required for Full Funding, Including Fee(s): \$\frac{14,095,880}{2}\$
 Amount Allotted Under the LOF Clause for Payment of Costs:
 Amount Separately Obligated for Payment of Fee:
 Total Amount Allotted and Obligated: \$\frac{330,000}{2}\$
 Net Amount Required for Full Funding: \$\frac{14,095,880}{2}\$

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

## \*NOT-TO-EXCEED (NTE)

MODIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 14C OF 49 PAGES PREVIOUS: MOD P00048

## 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:	\$	
(4)	Total Amount Allotted and Obligated:	\$	
(5)	Net Amount Required for Full Funding:	\$ <u>5,528,296</u>	

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

MODIFICATION P00051 TO ONTRACT DASG60-98-C-0001 PAGE 15 OF 49 PAGES PREVIOUS: MOD P00039

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s): \$41,558,0	\$ <u>41,558,000</u> *
--	------------------------

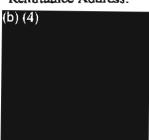
(5) Net Amount Required for Full Funding: \$\\\
\frac{41.558,000}{\text{\*}}\end{array}

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

## \*NOT-TO-EXCEED (NTE)

G-7. DELETED.

G-8. Remittance Address:



MODIFICATION P00045 TO CONTRACT DASG60-98-C-0001 PAGE 17 OF 49 PAGES PREVIOUS: MOD P00034

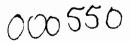
H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given 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)	
0005 <b>AA</b>	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007 <b>AA</b>	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 will be used to exercise CLIN 0009, if it is exercised incrementally.

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

**(b)** 



**\*\*IODIFICATION P00051 TO** CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES

PREVIOUS: MOD P00049

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:

QUANTITY **NOMENCLATURE** NO. (NSN) **ISSUE AUTHORIZED AS GFP** 

UNIT OF

NATIONAL STOCK

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:

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 sobligated for Potential Fee for a total amount of the control of the con	(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 Int 01 The amount of solding the solding of the potential of the solding of t	(b)(4)

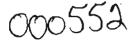
PLANNED DATE OF FUNDING **AMOUNT CUMULATIVE** 

(In Millions)

CLIN 0001 Current Obligations (Jun 99) \$440,100

MODIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 48 OF 49 PAGES PREVIOUS: MOD P00040

	DATE	# OF PAGES
Security Guide, SUBJECT: JLENS Development Program Payload.  Security Classification Guide (U), classified (b) (7)(E)  attached hereto by reference and previously ruriusned.	20 Feb 98	22
Performance Requirements Document, SUBJECT:  JLENS Performance Specification (JPS), (U),  (includes Appendices A through G, 48 pages)  (b) (7)(E)  attached  hereto by reference and previously furnished.	7 Sep 99	73
H&R, ES/WR/97-164, Addendum 1 to Volume 3, OPSEC Plan, (b) (7)(E) 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



"AODIFICATION P00051 TO CONTRACT DASG60-98-C-0001 PAGE 49 OF 49 PAGES PREVIOUS: BASIC CONTRACT

TITLE	DATE	# OF PAGES
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.

AMENDMENT OF SOLICIT	ATION/MODIFICA	ATION OF CONTRACT		1 70518	ACERD CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICA ITON NO	1 EFFECTIVE DATE	E 4 REQUISITION/PURCHASE	RFQ	NO.	5 PROJECT N	(If applicable)
P00052	01-Mar-2001				ER1D730100	-03
PO BOX 1500 HUNTSVILLE AL 35807-3901	ODF W31APD	7 ADMINISTERED BY (If oil DCM TINGSBORO PO BOX 688 FYNGSBORO MA (#1879)	her th	in item 6)	ссяя	(1, XG)
8. NAME AND ADDRESS OF CONTRACTOR IN	Co. Street County State and	Zia Code)	ТТ	9A. AMEN	DMENT OF SO	LICITATION NO
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730 000:)	to Street, county, make and	249 C (M)	x	9B. DATE	D (SEE ITEM 1. . OF CONTRAC 98-C-0001	)
					ED (SEE ITEM I	[3]
CODE 04164_	FACILITY CODE		X	30-Jan-19	*	
	LL THIS ITEM ONLY APPL	LIES TO AMENDMENTS OF SOLIC	CATE	TONS		
Offer must acknowledge receipt of this amendment prior a) By completing Items 8 and +5, and returning or (c) By separate letter or aclegram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by since of this aims provided each telegram or letter makes reference to the so	copies of the amendment, th) is ence to the selfcitation and amendin RECULTED OF OPPERS PRIOR TO adment you desire to thange an offe	By acknowledging record of this amendment of cent aminbers. FAILURE OF YOUR ACKNO OTHE HOUR AND DATE SPECIFIED MAY of already submitted that change may be mad	on each PVI EC RESI le ay te	copy of the ob IGMENT TO F UTEN Tegrum or retre	86	
12. ACCOUNTING AND APPROPRIATION DAT	A (If required)	WAY- III				
See Schedule						
		IODIFICATIONS OF CONTRACTS/ ORDER NO. AS DESCRIBED IN 1118				
A.THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.					DE IN THE	
THE ABOVE NUMBERED CONTRACT/OR ffice, appropriation date, etc.) SET FORTH	IN ITEM 14, PURSUANT TO	O THE AUTHORITY OF FAR 43:10		iES (such as	s changes in payir	ıg
, IIIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PORSUANT	I TO AUTHORRY OF				
X D.OTHER (Specify type of modification and auth FAR 52.232-22, LIMITATION OF FUNDS	ootiry)					
E. IMPORTANT: Contractor X is not,	is required to sign this	document and return	con	ics to the is	suing office	
<ol> <li>DESCRIPTION OF AMENDMENT/MODIFIC. where feasible.)</li> </ol>	ATION (Organized by UCF)	section headings, including solicitatio	n/con	tract subject	matter	
1. Incremental funding in the amount of \$2,00	0,000 is heraby obligated f	for performance of CLIN 0003.				
Effect of Modification P00050 on contract S	lection J replacement page	es is hereby reflected.				
Except as provided herein, all terms and conditions of the docum						
15A NAME AND TITLE OF SIGNER (Type or pri	int)	164 NAME AND TITLE OF CON	TRA	TING OF	FICER (Type of p	(h)(c
15B CONTRACTOR/OFFEROR	LSC DATE SKINED					6C. DATE SIGNED
(Signature of person authorized to sign)	-	(Signature of Contracting Offi	icer)			01-Mar-2001
FXCEPTION TO SF 30 OVED BY ORM 11-84	30.1	05-04	· · ·		STANDARD F Prescribed by (	ORM 30 (Rev. 10-83)

000554

PAR (48 CFR) 53,243

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

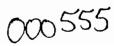
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021 ER1D730100/1HHJLE/H ORDER NO.: ER1D730100-03 Funded Amt: \$2,000,000 Modification P00052

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	-()-	\$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:	\$ 63,823,622	\$2,000,000	\$65,823,622	
(5)	Net Amount Required for	\$ 81,342,854	(\$2,000,000)	\$79,342,854	
	Full Funding:				
(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



MODIFICATION P00052 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00051

ACRN:

CUMULATIVE AMOUNT:

\$700,000 ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021

AH

4N0551034N/04N551/4N

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

ACRN: AM

CUMULATIVE AMOUNT: \$17,000,000

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021

ER 1D730100/1HHJLE/H

ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)

FUNDED AMT: \$ 2,250,000 (P00051) ER1D730100-02

ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

CLIN 0009

)

(a) SUBCLIN 0009AA

ACRN: ΑJ

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

\$85,000 CUMULATIVE AMOUNT:

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

EROD731900/0HHJLE/H

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

\*NOT-TO-EXCEED (NTE)

## MODIFICATION P00052 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00051

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

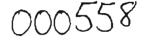
a.		Ns 0001 and 0002:  Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
	(3)	Total Amount Allotted and Obligated:	\$_440,100	(b)(4)
	(4)	Net Amount Required for Full Funding:	(\$ 2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI (1)	Ns 0003 and 0004: Amount Required for Full Funding, Including Fec(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		(b)(4)
	(3)	Amount Separately Obligated for Payment of Target Fee:		
	(4)	Total Amount Allotted and Obligated:	\$ <u>65,823,622</u> *	
	(5)	Net Amount Required for Full Funding:	\$ <u>79,342,854</u> *	ļ 1
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 01	
c.	CLI	Ns 0005 and 0006:		
	<u>SUF</u> (1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$0-	
	(4)	Total Amount Allotted and Obligated:	\$0-	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:		

}

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

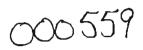
## **SECTION J - LIST OF ATTACHMENTS**

TITLE	DATE	# OF PAGES
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 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
ncorporated 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	<sup>70</sup> (b)(7)(E)



# MODIFICATION P00052 TO CONTRACT DASG6O-98--C-0001 PAGE 48 OF 49 PAGES PREVIOUS: MOD P00051

<u>TIT'LE</u>	DATE	#OF PAGES
Security Guide, SUBJECT: JLENS Development Program Payload Security Classification Guide (U), 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)  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, 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	14Nov97	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



AMENDMENT OF SOLICITAT	TION/MODIFICAT	TON OF CONTRACT	I CONTR	ACT 10 CODE	PAGE OF I	PAGHS 2
2. AMENDMENT/MODIFICATION NO. P00053	3. EFFECTIVE DATE 11-May-2001	4. REQUISITION/PURCHASE REC	). NO.	5 PROJECT NO		
ODD AY SPACE AND MORN C DEFENSE  PO BOX 1500 HUNTSVILLE AL 35807-3801	E W31RPD	7. ADMINISTERED BY (If other the DCM TYNGSBORC) PO BOX 688 TYNGSBORO MA 01879	nan item 6)	CODE	NONE	(b)(b
NAME AND ADDRESS OF CONTRACTOR (No., RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	Street, County, State and Zip	Code)	9B. DATEI	DMENT OF SOLID (SEE ITEM 11)  OF CONTRACT 98-C-0001  ED (SEE ITEM 13	ORDER NO	
CODE 04164	FACILITY CODE	x	30-Jan-19	•	''	
11.1	· · · · · · · · · · · · · · · · · · ·	S TO AMENDMENT'S OF SOLICITA	TIONS			
Ofter must acknowledge receipt of this amendment gmor to the (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a reference RECEIVED AT THE PLACE DESIGNATED FOR THE REC REJECTION OF YOUR OFFER. If by virtue of this amendme provided each telegram or letter makes reference to the solicite	copies of the amendment; (b) By set to the solicitation and amendmen EIPT OF OFFERS PRIOR TO THE ent you desure to change an offer al	scknowledging receipt of this amendment on ea at numbers. FAILURE OF YOUR ACKNOWLE E HOUR AND DATE SPECIFIED MAY RESU ready submitted, such change may be made by	oh copy of the o EDGMENT TO ! FLT IN selegram or lette	BE		
2. ACCOUNTING AND APPROPRIATION DATA (	f required)					
See Schedule						
		DIFICATIONS OF CONTRACTS/ORI DER NO. AS DESCRIBED IN ITEM I				
A THIS CHANGE ORDER IS ISSUED PURSUANT CONTRACT ORDER NO. IN ITEM 10A.				DE IN THE		
B.THE ABOVE NUMBERED CONTRACT/ORDER lice, appropriation date, etc.) SET FORTH IN IT  LIS SUPPLEMENTAL AGREEMENT IS ENTR	TEM 14, PURSUANT TO T	HE AUTHORITY OF FAR 43.103(B).		changes in paying		
D.OTHER (Specify type of modification and authority FAR 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor X is not,	is required to sign this do	cument and return co	pies to the iss	wing office.		
DESCRIPTION OF AMENDMENT/MODIFICATION     where feasible.)  The purpose of this modification is to effect the following the second	owing changes:	•	tract subject n	natter		
Provide incremental funding in the amount of \$5	,800 for performance of C	LIN 0003				
2. Contract Clause G-3 is changed to reflect	s the C	Contracting Activity Representative				
All other terms and conditions remain unchange	d and in full force and effe	ct.				
Except as provided herein, all terms and conditions of the document	referenced in the DA to	hamilafara ahastand rayyuur mahanani i :-	full force and at	ffun!		
5A. NAME AND TITLE OF SIGNER (Type or print)	In the control of the	CA MANUE AND TITLE OF CONTR.	ACTING OF	FICER (Type or pr	rint) (	11)(
5B, CONTRACTOR/OFFEROR 1	5C. DATE SIGNED			1	C. DATE SI	
(Signature of person authorized to sign)	]=	(Signature of Contracting Officer)			11-May-200	1
EXCEPTION TO SF 30 NF VED BY OIRM 11-84	30-105	-04		STANDARD FO Prescribed by GS		v. 10-83)

#### 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.

- 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	THI MODIFIC	-	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding,	\$145,166,476		-0-	\$145,166,476	
	Including Fee(s):					7.63
(2)	Amount Allotted under the LOF Clause					(b)(4)
	for Payment of Target Costs:					( )/ '/
(3)	Amount Separately Obligated					
	for Payment for Target Fee:					_
(4)	Total Amount Allotted	\$ 65,823,622	\$	5,800	\$65,829,422	
	and Obligated:					
(5)	Net Amount Required for	\$ 79,342,854	(\$	5,800)	\$79,337,054	
	Full Funding:					
(6)	Estimated Period of Performance	30 Sep 01			30 Sep 01	
. ,	the Allotted Amount will cover:	•			•	

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 ADD

Page 13, Modification P00027 Page 13B, Modification P00053
Page 13B, Modification P00052 Page 13B, Modification P00053
Page 14, Modification P00052 Page 14, Modification P00053

Modification P00053 to CONTRACT DASG60-98-C-0001 PAGE 13 OF 49 PAGES PREVIOUS: Mod P00036

#### G-3 CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:

ļ

ORGANIZATIONAL CODE: **TELEPHONE NUMBERS:** 

COMMERCIAL:

DEFENSE SWITCHED NETWORK (DSN):



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

#### 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:

ERBD730400-01 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

2172040 36 9618 P172419E55 2587 ER7D730800 S01021

ER7D730800/7HHAER/H

ORDER NO/PRON:

ACCT CLASS:

ER7D730800-01 FUNDED AMT: \$842,017 (P00001)

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

#### **CLIN 0003**

ACRN:

AB

**CUMULATIVE AMOUNT:** 

\$2,298,235

ACCT CLASS:

2172040 36 9618 P172419E55 2587 ER7D730700 S01021

ER7D730700/7HHAER/H

ORDER NO/PRON:

ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FLINDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) FUNDED AMT: \$ 11,263 (P00008) ER7D730700-06 FUNDED AMT: \$842,017 (P00009) ER7D730700-07 ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)

ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000562

(b)(6)

MODIFICATION P00053 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00052

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: ERID730100-01 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: 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

ER0D731900/0HHJLE/H

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

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

a.	CLINs 0001 and 0002: (1) Amount Required for Full Funding:	\$ <u>437,946</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Co	osts:
	(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 Scp 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: \$ 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

CLINs 0005 and 0006;

## SUBCLIN 0005AA

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

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

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

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

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

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

\*NOT-TO-EXCEED (NTE)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTI		ION OF CONTRACT	ı c	ONTRAC	T ID COUR	PAGEO	r PAUDS
. AMPNIMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE I	REQ. NO.		S. PROJECT N	í Ö.(lí əppli	able)
IS. BY CO US ARMY SPACE AND MISSILE DEFENSE HUNTSVILLE AL 35807-3801	DE W31RPD	7. ADMINISTERED BY (If other DCM TYNGSBORD PO BOX 688 TYNGSBORD MA 01679	er than item	6)	CODE	NONE	
NAME AND ADDRESS OF CONTRACTOR (No.	, Street, County, State and Zip	Code)	9A. A	MEND	MENT OF SOL	ICITATIO	NO.
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. D	ated (	SEE ITEM 11)		
			^ DASC	G60-98	SEE ITEM I		NO.
ODE 04164	PACILITY CODE		1	in-1998			_
		S TO AMENDMENTS OF SOLICE	TATIONS				
The above numbered solicitation is amonded as set forth in Its Offer must soliciowledge receipt of this amondment prior to to (a) By completing from 8 and 15, and recurring or (a) By separate letter of telegram which includes a referent RECRIVED AT THE PLACE DESIGNATED FOR THE REPLECTION OF YOUR OFFER. If by virtue of this amonded in the prior of the semandary	the hour and date specified in the self- copies of the smandment, (b) By s toe to the solicitation and amendment ICEPT OF OFFIRS PRIOR TO THE control you desire to change an offer al	icitation or as amended by one of the following monopole of this amendment on a manufacture of the amendment of a manufacture. FALLURE OF YOUR ACTONO B HOUR AND DATE SPECIFIED MAY Recody submitted, such change may be made	n eech oopy o WLKDOMEN ESULT (N ) by te!ogram o	: fthe offer T T BE		,,,,,,,,	
provided such telegram or letter makes reference to the solicity.  ACCOUNTING AND APPROPRIATION DATA		convey burea, for this absuited from such dering	pecifica,				
See Schedule	(1114/11114)						
		DIFICATIONS OF CONTRACTS/ODER NO. AS DESCRIBED IN ITE					
A THIS CHANGE ORDER IS ISSUED PURSUAN CONTRACT ORDER NO. IN ITEM 10A  ABOVE NUMBERED CONTRACT/ORDER  A appropriation date, etc.) SET FORTH IN ICTHIS SUPPLEMENTAL AGREEMENT IS ENT	FF TO: (Specify authority) TH ER IS MODIFIED TO REFLE FFEM 14, PURSUANT TO TI	US CHANGES SET FORTH IN ITE CCT THE ADMINISTRATIVE CH HE AUTHORITY OF FAR 43.103(	EM 14 ARE			1	
C. THIS SOFFLEMBATAL AGREEMBAT IS EAT	ERED DATO FORSOANT TO	DAUTHORIT OF:					
D.OTHER (Specify type of modification and author) FAR 52.232-22, Limitation of Funds	ry)						
IMPORTANT: Contractor X is not.	is required to sign this doc	coment and return	copies to t	the isaui	ng office.		
4. DESCRIPTION OF AMENDMENT/MODIFICAT	TON (Organized by UCF sect	ion headings, including solicitation/	contract sub	oject mut	iler		
where feasible.) The purpose of this modification is to effect the fol	lloutas abanasa:			•			
The yourses of this modification is to effect the for	ilowing criatiges.						
<ol> <li>Provide incremental funding in the amount of \$</li> </ol>	7,002,000 for performance	of CLIN 0003.					
2. Correct administrative errors to clauses G-8 an	nd H-10.						
All other terms and conditions remain unchang	and and in full forms and affor	<b>-4</b>					
C All other terres and Calabora Terrain discilling	and the fall locks and effect	л.					
and a second		. COPAL SOLECTION OF CARCOLOGICAL CO.	4. 244				
ACPL AS PROVIDED HOREIT, All FERMA AND CONTROL OF CITY OF OR STORY OF CONTROL OF STORY OF OTHER OF STORY OF OTHER OF STORY OF OTHER OF STORY OF OTHER OF OTHER OF OTHER		A MAME AND TITLE OF CONT				rint)	<u></u>
S. ACATTO A GREEN LOVERNOON	ACC DAME GLOVED					·	( ))
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED					SC. DATÉ	310KED
(Signature of person authorized (o sign)	•	(Signature of Contracting Office	<del>(</del> )			11-0d-20	01
ON TO SF 30 CD BY ORM 11-84	30-105-	04	<del>-</del> ,	1	STANDARD FO Prescribed by G	SA.	Rov. 10-83)
	000	545		ا	FAR (48 CFR)	53.243	

#### 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: A

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	
ì	(1)	Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	<b>\$</b> 145,166,476	- 4.54.1
}	(2)	Amount Allotted under the LOF Clause for Payment of Target Costs:				(4)(4)
	(3)	Amount Separately Obligated				
		for Payment for Target Fee:				
	(4)	Total Amount Allotted and Obligated:	\$ 65,829,422	\$ 7,002,000	\$72,831,422	
	(5)	Net Amount Required for Pull Funding:	\$ 79,337,054	(\$7,002,000)	\$72,335,054	
	(6)	Estimated Period of Performance the Allotted Amount will cover:	30 Sep 01		4 lan 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 ADD

Page 13B, Modification P00053
Page 14, Modification P00053
Page 14B, Modification P00051
Page 14B, Modification P00051
Page 21, Modification P00054
Page 21, Modification P00054

MODIFICATION P00054 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00053

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)

**CLIN 0009** 

ì

(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: 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)

PREVIOUS: MOD P00053

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

a.	CLI (I)	Ns 0001 and 0002; Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	
	(4)	Net Amount Required for Full Funding:	(\$2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
<b>b</b> .	_	Ns 0003 and 0004: Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:	1	(17(4)
	(3)	Amount Separately Obligated for Payment of Target Fee;		( <i>b</i> /( y
	(4)	Total Amount Allotted and Obligated:	\$ <u>72,831,422*</u>	
	(5)	Net Amount Required for Full Funding:	\$ <u>72,335,054*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	4 Jan 02	
c.	CLI	Ns 0005 and 0006:		
	<u>SUE</u> (1)	SCLIN 0005AA  Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$0-	
	(4)	Total Amount Allorted and Obligated:	\$0-	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

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

000568

\*NOT-TO-EXCEED (NTE)

MODIFICATION P00054 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00051

**\$**\_13,765,880

## SUBCLIN 0007AB

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>10,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding:	\$ <u>10,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
SUBCLIN 0007AC	
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding:	\$ <u>61,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
CLINs 0009 and 0010;	
SUBCLIN 0009AA:	
(1) Amount Required for Full Funding, Including Fee(s):	\$_14,095,880
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	12/4
(3) Amount Separately Obligated for Payment of Fee:	
(4) Total Amount Allotted and Obligated:	\$ 330,000

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

(5) Net Amount Required for Full Funding:

\*NOT-TO-EXCEED (NTE)

c.

MODIFICATION P00054 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00051

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

NATIONAL STOCK UNIT OF QUANTITY

NOMENCLATURE NO. (NSN) ISSUE AUTHORIZED AS GFP

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

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

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

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of obligated for Potential Fee for a total amount or 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 soligated for Potential Fee (if applicable), for a total amount of CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:	(b)(4)

PLANNED DATE
OF FUNDING

**AMOUNT** 

**CUMULATIVE** 

(In Millions)

**CLIN** 0001

Current Obligations (Jun 99)

\$440,100

AMENDMENT OF SOLICITAT	ON/MODIFICAT	ION OF CONTRACT	I CONTRA	KCLID COOP	PAUB OF PAUES	
. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE RE	Q. NO.	5. PROJECT NO	1 2 D.(Lifupphicable)	
P00056	10-Dec-2001					
5. 18F 3Y CODE LIS SACE LIBOURGILE DEFENSE  HUNTSVILLE AL 35807-3801	W31RPD	7. ADMINISTERED BY (If other DCM TYNGSBORO PO BOX 686 TYNGSBORO MA 01879	than item 6)	CODE	NONE ()	
8. NAME AND ADDRESS OF CONTRACTOR (No., St	NAM Copers State and Zin	Code	9A. AMENI	DMENT OF SOLI	CITATION NO.	
RAYTHEON COMPANY  180 HAR I WELL KUAD  BEDFORD MA 01730-0000			98. DATED (SEE ITEM 11)			
		χ	<del></del>	OF CONTRACTA 6-C-0001		
CODE 04184	FACILITY CODE			D (8EE 1TEM 13	)	
		S TO AMENDMENTS OF SOLICIT	00 00:1 100			
The above numbered solicitatean is amended as set forth in Item 1			is accorded.	is not extens		
or (a) By separate letter or tologram which includes a reference to RECEIVED AT THE FLACE DESIGNATED FOR THE RECEI REPRESENTION OF YOUR OFFIER. If by virtue of this amendment provided each telegram or letter makes reference to the solicitotic	o the colscitation and amendment PT OF OFFERS PRIOR TO TH you does a to charge an offer all you does a to charge an offer all on and this amendment, and is n	E HOUR AND DATE SPECIFIED MAY RES tready submitted, such change only be suight by	LEDGMENT TO E FULT IN Cultigroup or lotter	E		
12. ACCOUNTING AND APPROPRIATION DATA (IF	required)					
See Schedule						
	-	DIFICATIONS OF CONTRACTS/OF DER NO. AS DESCRIBED IN ITEM				
A.THIS CHANGE ORDER IS ISSUED PURSUANT OF CONTRACT ORDER NO. IN ITEM 10A				DE IN THE		
B.THE ABOVE NUMBERED CONTRACT/ORDER  * appropriation date, etc.) SET FORTH IN ITE  UPPLEMENTAL AGREEMENT IS ENTER	M 14, PURSUANT TO T	HE AUTHORITY OF PAR 43.103(B		changes in paying		
D.OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor X is not,	is required to sign this do	cutness and return	eopies to the issu	uing office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION	N (Organized by UCF sect	tion beadings, including solicitation/co	ntract subject m	unter		
where feasible.) The purpose of this modification is to provide increme	ental funding in the amou	unt of \$1,500,000 for performance of	f CLIN 0003.			
All other terms and conditions remain unchanged and	i in full force and effect.					
	•					
except an provided herein, all terms and conditions of the document re	forenced in Hern QA on LOA	hardofore channel owners without and	n All from and all	eart .		
SA. NAME AND TITLE OF SIGNER (Type or print)		6A NAME AND TITLE OF CONTI			m) (b)	
SB. CONTRACTOR/OFFEROR 150	C. DATE SIGNED			160	C. DATE SIGNED	
(Signature of person authorized to sign)	-	(Signature of Contracting Officer	)			

(Signature of person authorized to sign)

EXCEPTION TO \$F 30

APPROVED BY ORM 11-84

30-105-04

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

#### 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, THEREFURE, 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:

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,	\$145,166,476	-0-	\$145,166,476	
	Including Fec(s):				1, 1, 1, 1, 2
(2)	Amount Allotted under the LOF Clause				1/6/4
	for Payment of Target Costs:				
(3)	Amount Separately Obligated				
	for Payment for Target Fee:				
(4)	Total Amount Allotted	\$ 72,831,422	\$ 1,500,000	\$74,331,422	
. ,	and Obligated:		, .	•	
(5)	Net Amount Required for	\$ 72,335,054	(\$1,500,000)	\$70,835,054	
• /	Full Funding:		(-,,,,,	, ,	
(6)	Estimated Períod of Performance	4 Jan 02		28 Feb 02	
\- <i>/</i>	the Allotted Amount will cover:			3- 400	

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

DELETE

ADD

Page 13B, Modification P00053 Page 14, Modification P00053

Page 13B, Modification P00054 Page 14, Modification P00054

MODIFICATION P00055 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00054

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)

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)

(b)(4)

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

				_	
a. (	CI.	Me	በበበብ	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: (\$\(\sigma\_2,154\))

(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: \$\frac{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\*

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

(5) Net Amount Required for Full Funding: \$164.011.800\*

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

000574

\*NOT-TO-EXCEED (NTE)

					1	
L AMENDMENT/MODIFICATION NO. P00056	3. EFFECTIVE DATE 17-Dec-2001	4. REQUISITION/PURCHASE I	REQ. NO.	S. PROJECT NO	O (If applica	able)
PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	र प्रेष्ण तंनल ६)	CODE	NONE	(b)X4
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, State and Zi	p Code)	9A. AMEN	DMENT OF SOL	CITATION	NO.
RAYTHEON COMPANY  180 HARTWELL ROAD  9EDFORD MA 01730-0000			9B. DATE	(SEE STEM 11)		
			^ DASG60-9	-		IO.
ODE 04164	PACILITY CODE		10B. DATS X 30-Jan-19	ed (see item 13 98	3)	
000	<del></del>	ES TO AMENDMENTS OF SOLIC	55 52.11			
The above numbered volteration is amended as ret forty Offer must acknowledge receipt of this amendment pri (a) By completing them 8 and 15, and returning or (a) By separate letter or telegram which includes a r RECEIVED AT THE PLACE DESIGNATED FOR THE RESECTION OF YOUR OFFER. If by virtue of this as	or to the hour and data specified in the st copies of the amendment. (b) By eference to the solicitation and amendate SERECEIPT OF OPPERS PRIOR TO TO mondment you dow're to change an offer a	phoneuton or as amended by one of the follor racknowledging receipt of this emondment of not numbers. FAILURE OF YOUR ACKNO HE HOUR AND DATE SPECIFIED MAY R already submuted, such change may be made	n each copy of the o WLADGMENT TO ESULT IN by telegram or land	BE	aded	
provided each telogram or letter makes reference to the 2. ACCOUNTING AND APPROPRIATION DA		received prior to the opening hour and date	peated			_
See Schedule	TA (II reduired)					
		DIFICATIONS OF CONTRACTS				
A THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.		DER NO. AS DESCRIBED IN ITE HE CHANGES SET FORTH IN ITI		DE IN THE		
BITHE ABOVE NUMBERED CONTRACT/O	ORDER IS MODIFIED TO REFL	ECT THE ADMINISTRATIVE CH	ANOES (stuch as	changes in paying		
), appropriation date, etc.) SET FORTI-	I IN ITEM 14, PURSUANT TO 1	THE AUTHORITY OF FAR 43.103				
SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUANT I	TO AUTHORITY OF:				
D.OTHER (Specify type of modification and au FAR 52.232-22, Umitation of Funds	thority)					
. IMPORTANT: Constructor X is not.	is required to sign this de		copies to the iss	ning of oc.		
4. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) The purpose of this modification is to effect the		ction headings, including solicitation/	contract subject o	natice		
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 uncl	nanged and in full force and effo	ect.				
scopt as provided herein, all terms and conditions of the do		•			rint)	
SA, NAME AND TITLE OF SIGNER (Type or p	סרותון	16A. NAME AND TITLE OF CON	I KACIING OF	rictik (Type of p	iuit)	(b.
SB. CONTRACTOR/OFFEROR	ISC. DATE SIGNED			7	SC. DATE	SIGNED
(Signature of person authorized to sign)	-  F	(Signature of Contracting Offi	œा)			
						Rev. 10-83)

000575

Prescribed by GSA PAR (48 CFR) 53.243

#### 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:

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	
(I)	Amount Required for Pull 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:				(5)
(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

ADD

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

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

MODIFICATION PUUSS TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00055

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.: 971 0400 1202 181 JT01 606051 65126J 59232 525700 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 BMD00101129881 012123

REF: BMDO 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: EROD731900-01 FUNDED AMT: \$45,000 (P00048)

MXX 17

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

a. CLINs 0001 and 0002.

(1) Amount Required for Full Funding: \$\_437,946

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

(b)(4)

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

(4) Net Amount Required for Full Funding: (\$\(\sigma\_{1,154}\))

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

b. CLINs 0003 and 0004:

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

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

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

ts:

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

\$ 75,831,422\*

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

\$ 69,335,054\*

28 Feb 02

c. CLINs 0005 and 0006;

SUBCLIN 0005AA

(1) Amount Required for Full Funding, Including Fee(s): \$\frac{164,011,800^4}{2}\$

(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)

MODIFICATION P00056 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00054

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:

**CLIN 0001** 

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.

CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of second is obligated for Potential Fee for a total amount of second or 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 soligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:	(b)(4)

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

PLANNED DATE
OF FUNDING
AMOUNT
CUMULATIVE

(In Millions)

Current Obligations (Jun 99)
\$440.100

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  1 3. EFECTIVE DATE 2. A1 "IMENTITADDIFICATION NO. 3. EFECTIVE DATE 20-18b-2012 20-18b-2012 20-18b-2012 20-18b-2012 20-18b-2013 20-18b-	2. A) "MENTYMODIFICATION NO. PC P57 20-Feb-2002  6. ISSUED BY CODE W31RPD 7. ADMINISTERED BY (Urother than them 6) CODE W3 RPD DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879  W BOX 1500 HUNTSVILLE AL 35807-3801	NO.(U applicable)
A. ADMINISTERED BY (If other flux from 6)  CODE MONE  CODE  CODE  CODE MONE  CODE	6. ISSUED BY US ARMY SPACE AND MISSUE OFFENSE  WI BOA 1800 HUNTSVILLE AL. 35807-3801	
RAYTHEON COMPANY  (80 NARTWELL ROAD  8EDFORD MA 01730-0000    10		(9)
SO HARTWELL ROAD BEDFORD MA 01730-0000    FACILITY CODE	8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  9A. AMENDMENT OF St	DUCTTATION NO.
CODE 04164    FACILITY CODE   10B. DATED (SER ITEM 13)   10B. DATED (SER IT	OD DATED (PER FIRM)	1)
The above numbered solicitation is emptided at set forth in term 14. The boar and date specified for receipt of Offer  The above numbered solicitation is emptided at set forth in term 14. The boar and date specified for receipt of Offer  Other must administrate price to the fore and date specified for receipt of Offer  Other must administrate price to the fore and date specified in the solicitation or as ensended by one of the demonstration of the fore and date specified in the solicitation or as ensended by one of the demonstration of the solicitation of as ensended by one of the demonstration of the solicitation of as ensended by one of the demonstration of the solicitation of as ensended by one of the demonstration of the solicitation of the solicitatio	UDA MOD, OF CONTRA	CT/ORDER NO.
The above numbered solicitation is amended as set forth in lates 14. The basic and thus specified for receipt of Olfer  Offer must acknowledge receipt of this immediated prior to the hour and date specified for receipt of Olfer  Offer must acknowledge receipt of this immediated prior to the hour and date specified for receipt of Olfer  Offer must acknowledge receipt of this immediated prior to the hour and date specified for receipt of Olfer and the Opportunity of the Olfer substituted or of the Olfer		13)
The above membered solicitation is smephed at set forth in Item 14. The boar and that specified for receipt of Offer  Offer rount acknowledge receipt of this introducent prior to the hour and data specified in the solicitation of as amended by one of the following membed.  (e) By completing items 8 and 15, and returning copies of the emendment (b) By submovineding receipt of this international control of the Offer submovined (c) By completing freeze the first international control of the Offer submovined (c) By completing items of the Offer submovined (c) By submovineding receipt of this international control of the Offer submovined (c) By submovined (		
Ciffer must additional state and the terrendent prior to the hour and data specified in the solicitation or as emended by one of the following unchoods.  (a) By completing fixed 8 and 15, and recurring copies of the emendent (b) By submovedinging receips of the insumement on each copy of the olier published.  (b) By completing fixed 8 and 15, and recurring copies of the emendent (b) By submovedinging receips of this assemblement on each copy of the olier published.  (c) By completing fixed 8 and 15, and recurring copies of the emendent (b) By submoveding receips of the distancement of the olientation of the content of the submoved of the control of the olier published.  RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THO NOUR AND DATE SPECTED MAY REPULT IN RUBECTION OF YOUR OFFER. Unit private details to design and offer already submitted, such design and submitted the submoved private to the submitted of the provided seems to the solicitation and the antendment, and is received prior to the species bear and date specified.  12. ACCOUNTING AND APPROPRIATION DATA (If required)  13. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. AS DESCRIBED ON OTHER 15.  ATHIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. BY THE NUMBER RECONTRACT/ORDER IS MODIFIED TO REPLECT THE ADMINISTRATIVE CHANGES (such as changes in paying co. as, appropriation date, stee) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:  D.OTTIER (Specify type of modification and authority)  Sepcial Contract Requirements Paragraph H-3, OPTIONS  E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.  14. DESCRIPTION ON AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where facilities.)  A portion of Option CLIN 0000		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED ON 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.  LIOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payinge., 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.OTTIER (Specify type of modification and authority)  Sepcial Contract Requirements Paragraph H-3, OPTIONS  E. IMPORTANT: Contractor X is not, is required to sign this document and return complex to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UC? section headings, including solicitation/contract subject matter where feasible.)  A portion of Option CLIN 000  erchaed and funded as sel forth below:  (b)(4)	RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE NOUR AND DATE SYNCEPED MAY RESULT IN REJECTION OF YOUR OFFER. If my winture of this somethous to you desire to change an offer already automated, such change may be made by telegram or letter, provided each telegram or letter quaker reference to the solicitation and thus communication, and is received prior to the opening hour and date specified.	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  (BOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payingc., appropriation data, stc.) 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.OTTIER (Specify type of modification and authority) Sepcial Contract Requirements Paragraph H-3, OPTIONS  E. IMPORTANT: Contractor X 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.)  A portion of Option CLIN COO erclased and funded as set forth below:  (b)(4)		
A.THIS CHANGE ORDER IS ISSUED FURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE  CONTRACT ORDER NO. IN ITEM 10A.  LIGOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payingcs. appropriation data, sta.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  D.OTTIER (Specify type of modification and authority) Sepcial Contract Requirements Paragraph H-3, OPTIONS  E. IMPORTANT: Contractor X is not. is required to sign this document and return coopies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF acction headings, including solicitation/contract subject matter where flashble.)  A portion of Option CLIN 000  erclased and funded as set forth below:  (b)(4)	13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.	
EDVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payingca, appropriation date, ste.) 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.OTTIER (Specify type of modification and authority) Sepcial Contract Requirements Paragraph H-3, OPTIONS  E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.  14. DESCRIPTION ON AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  A portion of Option CLIN 000 ercised and funded as set forth below:  (b)(4)		_
	, , , , , , , , , , , , , , , , , , , ,	
D.OTTIER (Specify type of modification and authority) Sepcial Contract Requirements Paragraph H-3, OPTIONS  E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF acction headings, including solicitation/contract subject matter where feasible.)  A portion of Option CLIN 000  A portion of Option CLIN 000  CLIN 0009AB Materials \$59,894	α, appropriation data, σε.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(Β).	gog
Sepcial Contract Requirements Paragraph H-3, OPTIONS  E. IMPORTANT: Contractor X is not. is required to sign this document and return copies to the issuing office.  14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF acction headings, including solicitation/contract subject matter where feasible.)  A portion of Option CLIN 000  erclased and funded as set forth below:  CLIN 0009AB Materials \$59,894	C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF acction headings, including solicitation/contract subject matter where flexible.)  A portion of Option CLIN 000 ercised and funded as set forth below:  CLIN 0009AA (b)(4)	D.OTTLER (Specify type of modification and authority) Sepcial Contract Requirements Paragraph H-3, OPTIONS	
where feasible.) A portion of Option CLIN 000  CLIN 0009AA  CLIN 0009AB Materials \$59,894	E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.	
	where feasible.) A portion of Option CLIN 000 erclased and funded as set forth below: $(b)(4)$	
The Contract is modified as described herein.	CLIN 0009AB Materials \$59,894	
	The Contract is modified as described herein.	
	Hence to weight home all more than a supplier of the decorate terrorised in them 0.4 or 100, as become changed remains the terrorised and in full form and affect	
forced as provided because all because at the decorporate telephone in the A or 100. As beyond the element remains unchanged and in full form and affect		r print) (b)
Escept as provided herein, all terms and conditions of the document referenced in Rem. 9A or 10%, as hereiother clumped, remains unchanged and in full force and affect.  15A. NAME AND TITLE OF SIGNER (Type or print)  16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	15B. CONTRACTOR/OFFEROR 1SC, DATE SIGNED	16C, DATE SIGNED
15A. NAME AND TITLE OF SIGNER (Type or print)  16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  (b)	(Signature of person authorized to sign) (Signature of Contracting Officer)	
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 person authorized to sign)	RV NTO SF 30  Al D BY O(BM 11-84)  Prescribed by	FORM 30 (Rev. 10-8

000580

FAR (48 CFR) 53.243

#### 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 DPPH, from to
Amount is decreased by from the state of the	Exercised DPPH is increased by (b)(4)
DPPH, from the common Amount is increased by	from (O)(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 ERID732000 S01021 ERID732000/1HHJLE/H ORDER NO: ER1D732000-01

FUNDED AMOUNT:

\$45,106 (P00057)

#### SubCLIN 0009AB:

ACRN:

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ERID732000 S01021 ERID732000/IHHILE/H ORDER NO: ER1D732000-01

FUNDED AMOUNT:

\$24,894 (P00057)

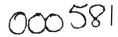
ACRN: AR

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:

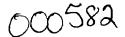
SUE	BCLIN 0009AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880	_/ \ . \
(2)	Amount Allotted under the LOF Clause for Payment of Costs:				(b)(4)
(3)	Amount Separately Obligated for Payment of Fee:				
(4)	Total Amount Allotted and Obligated:	\$ 330,000	\$45,106	\$ 375,106	
(5)	Net Amount Required for Full Funding:	\$13,765,880	(\$45,106)	\$13,720,774	



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:				(b)(4)
(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:	<b>\$5,528,29</b> 6	(\$59,894)	\$5,468,402	

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

DELETE	ADD
Page 1, Modification P00048	Page 1, Modification P00057
Page 3B, Modification P00051	Page 3B, Modification P00057
******	Page 13C, Modification P00057
Page 14B, Modification P00054	Page 14B, Modification P00057
Page 14C, Modification P00051	Page 14C, Modification P00057



#### MODIFICATION P00057 PREVIOUS MODIFICATION PO0048 9A--RQ OX-A2 1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 OF 350) AWARD/CONTRACT \*604 90 11241 ÷ 3 1 EFFECTIVE DATE A REQUARTION PUPCHASE REGLISTA COLECT NO. TRACT . Pres. Ind. Mars. | 40 98 Jan 30 1. 3G60-98-C-0001 ORDER NO .: ER8D720500-01 COM W31RPO 6. ACHMANATERED BY (F dhar shan 2m J) IFO BY DEFENSE LOGISTICS AGENCY ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMDC-CM-CN PO. BOX 928 - 0. BOX 1500, HUNTSVILLE, AL 35807-3801 Hanover, MD 21076 SCD: A ADP: NA PAS: NONE 7 HAME AND ADDRESS OF CONTRACTOR (Ms. grow, city, coursy, Since and ZIP Co. & DELIVERY FOR ORIGIN OTHER IS SHOW RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY B. DISCOURT FOR PROMPT PAYMENT 180 HARTWELL ROAD BEDFORD, MA 01730 NET 10. SUBMET INVOICES 177.00 (4 asptar autor asternitor annighad TO THE ADDRESS SHOPHIE SIE See Section G. Para, G-1 PAGELITY CODE COCK 04164 11. SHE TOMARE POR IL PAYMENT WILL BE MADE BY CODE SEE DISTRIBUTION UST ATTACHED TO DO FORM 1423 DFAS Columbus Centur meiling procedures provided under SEPERATE CO VER 11 AUTHORITY FOR USERS OTHER THAN PULL AND OPEN COMPETITION 14. ACCOUNTING AND APPROPRIATION DATA See Section G-6 41 USC 253hai ( 7 16 USC 2304at ( 6) THE SUPPLIES HOW YOUR ISC. QUARTITY A ITEM WO. 198, UST 195, UNIT PRICE TW. AMOUNT See Section B for Items 15A through 16F IBO TOTAL AMOUNT OF CONTRACT - 6 146.039.422 IL TABLE OF CONTENTS DESCRIPTION IJI ME MACHINA . PACE | | J | 20C PAGME PART I - NO SOUTH PART 8 - SWINKT O.F. I CONTRACT CLAUDES A SOLICITATION/CONTRACT FOR 25-46 E SUPPLIES OR SERVICES AND PROSECOSTS 2-7 PART IN - LIST OF SOCIALIZETS, COMMITS AND GIVEN ATTACK C DESCRIPTION OF SCH. APPORT STATEMENT J LIET OF ATTACHMENTS 47-43 O PACEAGNS AND MAR PART N - SPECIALISM AND RESTRICTOR 8 E DEPTON AND ACCUTAN 9 PETRONOLITATIONS, GETTERCATIONS AND -10-11 , CONTRACT ADM STRATES BATA L DISTRIS., COMPR., AND NOTICES TO OFFERORS IS EVALUATION FACTORS FOR AWARD • 12-15 SPECIAL CONTRAST MICHAE 16-24 CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE 17. X CONTRACTOR'S RESULTATED AS r is an mariral in sign this decimant.) Your ARME AND TITLE OF MARKET (Type or print) MA MANE OF CONTRACTION OFFICER See Page 1A See Page 1A MC. DATE MONEY 250. UNITED STATES OF AMERICA HARE OF CONTRACTOR

MODIFICATION P00057 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00051

<u>CLIN</u>	SUPPLIES OR SERVICES	<b>QUANTITY</b>	<u>UNIT</u>	<b>AMOUNT</b>	
			•		
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10		
	Exercised DPPH		See B-10		(b)(4)
0009 <b>AB</b>	Available Material Dollars		See B-10	\$ 5,468,402	
	Exercised Material Dollars		See B-10	\$ 59,894	

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

MODIFICATION P00057 TO CONTRACT DASG60-98-C-0001 PAGE 13C OF 49 PAGES ADD: MOD P00057

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)

MODIFICATION P00057 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00054

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

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

(3) Amount Separately Obligated for Payment of Fee:

\$ 375,106

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

**\$**\_13,720,774

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

\*NOT-TO-EXCEED (NTE)

e.

MODIFICATION P00057 TO CONTRACT DASG60-98-C-0001 PAGE 14C OF 49 PAGES PREVIOUS: MOD P00051

# SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s): \$\,\\_5,528,296\$

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

(3) Amount Separately Obligated for Payment of Fee:

(4) Total Amount Allotted and Obligated: \$ 59,894

(5) Net Amount Required for Full Funding: \$ 5,468,402

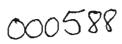
(6) Estimated Period of Performance the Allotted Amount Will Cover:

	AMENDMENT OF SOLICITA	ATION/MODIFICA	TION OF CONTRACT	I. CONTR.	ACT ID CODB	PAGE OF	F PAOE9
2. AME?	NDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 22-Feb-2002	4. REQUISITION/PURCHASE RI	3Q. NO.	5. PROJECT N	<u> </u>	
6. I. 3Y CODE W31RPD 7. ADMINISTERED BY (If other than item 6) CODE NO.  US SPACE AND MISSILE DEFENSE  PO BOX 1500  HUNTSVILLE AL 35807-3801			NONE	(b)(4)			
8. NAM RAYT 180 H	E AND ADDRESS OF CONTRACTOR (NA HEON COMPANY ARTWELL ROAD ORD MA 01730-0000	., Street, County, State and Z		9B. DATEI	O (SEE ITEM 11)  OF CONTRACT 08-C-0001  ED (SEE ITEM 13	ORDER )	
CODE	04184	PACILITY CODE		Х 30-Јап-19:	98		
Offer (a) B or (a) REC	bore numbered solicitation is amended as set forth in I rmust solthowledge receipt of this amendment prior to by completing items 8 and 15, and returning ) By separate letter or selegient which includes a refere REVED AT THE PLACE DESIGNATED POR THE RI ECTION OF YOUR OFFER. If by virtue of this amende ded each telegram or teletrinakes reference to the solic	ten 14. The hour and date specifies the hour and data specified in the copies of the amendment; (b) by note to the soliohation and amendment SCRUPT OF OFFERS PRIOR TO TO most you desire to challes an offer	Licetation or as seconded by one of the following sectionwhelding receipt of this microfinest or white following receipt of this microfinest or white section of the microfinest of the section of the se	is extended,  ng methods:  each copy of the or  INDOMENT TO SULT IN  y to ingreen or lease	BE	uded.	
	IT MOD IS CHANGE ORDER IS ISSUED PURSUAI ONTRACT ORDER NO. IN ITEM 10A.  ABOVE NUMBERED CONTRACT/ORD appropriation data, etc.) SET FORTH IN SUPPLEMENTAL AGREEMENT IS EN	TTO: (Specify authority) T ER IS MODIFIED TO REFL ITEM 14, PURSUANT TO '	ECT THE ADMINISTRATIVE CHA THE AUTHORITY OF FAR 43.103(E	M 14 ARE MAI			
D.OT	HER (Specify type of modification and author	ity)					
14. DESC when	RTANT: Continuation X is not, CELPTION OF AMENDMENT/MODIFICATO Countries.)  The property of the modification is to correct admits the correct admi		ction headings, including solicitation/co	copies to the iss			
	er terms and conditiona remain unchanged		1	, 5			
	novided here at all terms and constrtions of the docume ME AND TITLE OF SIGNER (Type or print)	at referenced in Item 9∧ or 10∧ =	a benefatore classified, primaring unchanged and	ie full force and se RACTING OF	Hoot FICER (Type of pr	(b)(6)	\ \(\frac{1}{4}\)
5B. CO	NTRACTOR/OFFEROR	ISC. DATE SIGNED	FOR LINITED STATES OF AMERIC	A	16	C. DATE	SIGNED
(Sig	nsture of person authorized to sign)		(Signature of Contracting Office	7)			

(Signsture of person authorized to sign)
EXCEPTION TO SF 30
APP O BY ORM 11-84

30-105-04

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



#### 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 lieu of 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

MODIFICATION P00058 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00056

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: ORDER NO.:

971 0400 1202 181 JT01 606051 65126J 59232 525700

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)

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:

EROD731900-01 FUNDED AMT: \$45,000 (P00048)

MA590

AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	A. REQUISITION/PURCHASE REQ	. NO.	5. PROJECT NO	(If applicable)
00060					(
O BOX 1500 HUNTSVILLE AL 35807-3801	DE W31RPD	7. ADMINISTERED BY (If other the DOM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	an item 6)	CODE	
NAME AND ADDRESS OF CONTRACTOR (No.	, Street, County, State and Zi	p Code)	9A. AMEN	DMENT OF SOLI	CITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DATEI	(SEE FTEM 11)	
•		x	DASG60-9	OF CONTRACT/ 98-C-0001 ED (SEE ITEM 13	
ODE 04164	FACILITY CODE	x	30-Jan-19	•	,
11.		ES TO AMENDMENTS OF SOLICITA	TIONS		
The above numbered solicitation is amended as set forth in Re	m 14. The hour and date specified	for receipt of Offer	is extended,	is not extend	ded.
Offer must acknowledge receipt of this amendment prior to d (a) By completing flems 8 and 1.5, and returning or (e) By separate letter or telegram which includes a referent RECEIVED AT THE PLACE DESIGNATED FOR THE RE- REJECTION OF YOUR OFFER. If by virtue of this amendment	copies of the amendment, (b) By se to the solicitation and amendme CEPT OF OFFERS PRIOR TO THE tent you desire to change an offer a	acknowledging receipt of this amendment on eac nt numbers. FAILURE OF YOUR ACKNOWLE IE HOUR AND DATE SPECIFIED MAY RESU thready submitted, such change may be made by t	h copy of the o DGMENT TO I LTIN clogram or lette	BE	
provided each telegram or letter makes reference to the solici		received prior to the opening hour and date specif	ied.		
. ACCOUNTING AND APPROPRIATION DATA	(If required)				
		DIFICATIONS OF CONTRACTS/ORD DER NO. AS DESCRIBED IN ITEM 14			
A THIS CHANGE ORDER IS ISSUED PURSUAN CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ORDE appropriation dute, etc.) SET FORTH IN I	R IS MODIFIED TO REFL TEM 14, PURSUANT TO 1	ECT THE ADMINISTRATIVE CHANG THE AUTHORITY OF FAR 43.103(B).			A
D.OTHER (Specify type of modification and authority FAR 52.232-22, Limitation of Funds	ly)				
IMPORTANT: Contractor X is not,	is required to sign this do	neument and return co	pies to the iss	suing office.	
DESCRIPTION OF AMENDMENT/MODIFICAT where feasible.) The purpose of this modificataion is to provide incident terms and conditions remain unchanged and conditions.	remental funding in the am	ount of \$6,000,000 for performance o			
		The state of the s	- Landella	and the second s	Minorania dilikita kapin nyagon ao po
ept as provided herein, all terms and conditions of the documer A. NAME AND TITLE OF SIGNER (Type or print)	t referenced in Item 9A or 10A, si	heretofore changed, remains unchanged and in			int),
					(b)(6)
	15C. DATE SIGNED			16	C. DATE SIGNED
B. CONTRACTOR/OFFEROR	rse. DATE SIGNED				
3. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	COC. BATE SIGNED	(Signature of Contracting Officer)			

#### 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:

ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021

ER2D730000/24KJLE/4K0000

ORDER NO.:

ER2D730000-05

Funded Amt: \$6,000,000

Modification P00059 60

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,	\$145,166,476	-0-	\$145,166,476	
(2)	Including Fee(s): Amount Allotted under the LOF Clause for Payment of Target Costs:				(b)(4)
(3)	Amount Separately Obligated				
(4)	for Payment for Target Fee: Total Amount Allotted	\$ 75,831,422	\$ 6,000,000	\$81,831,422	
(.)	and Obligated:	•	• •,,,,,,,,	404,004,122	
(5)	Net Amount Required for	\$ 69,335,054	(\$6,000,000)	\$63,335,054	
(6)	Full Funding: Estimated Period of Performance the Allotted Amount will cover:	28 Feb 02		7 Jun 02	

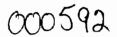
2. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13B, Modification P00058 Page 14, Modification P00056 Page 21, Modification P00056

Page 13B, Modification P00059 Page 14, Modification P00059 Page 21, Modification P00059



MODIFICATION PUUU6U 1U CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00058

ACRN:

CUMULATIVE AMOUNT: \$700,000

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

AH

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 ERID730100 \$01021

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 BMDO0101129881 012123

REF: BMDO 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

EROD731900/0YYJLE/H

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

PREVIOUS: MOD P00056

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

<b>a</b> .	CL	Ns 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.	CLI	Ns 0003 and 0004:		
		Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		160
	(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:	\$ <u>63.335,054*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	7 Jun 02	
C.		Ns 0005 and 0006:	s elect sommer violation and anti-stated specific or ever	· · · · · · · · · · · · · · · · · · ·
		SCLIN 0005AA  Amount Required for Full Funding, Including Fee(s):	\$164.011.800*	
	(1)	Amount Required for Pun Pilliumg, including Pee(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:	\$	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

\*NOT-TO-EXCEED (NTE)

000594

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

**CLIN 0001** 

MODIFICATION P00060 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00056

\$440,100

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-Reimburscment, 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:

			excess of the amount stipulated		
	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 FU	NDING OF THE CONTRA	ACT:			
a. It is expected the accordance with the LIMITAT		scal year will be n	nade on an incremental basis in		
b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of this sobligated for Potential Fee for a total amount of the for CLIN 0001.					
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 is obligated for Potential Fee (if applicable), for a total amount of CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:					
	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE		
		(In Millions)	)		

000595

Current Obligations (Jun 99)

. •		•			
MENDMENT OF SOLICIT	ATION/MODIFICAT	ION OF CONTRACT	I CON	PACE O CODE	PAGE OF PAG
MENT/MODIFICATION NO	3 REFECTIVE DATE 23-Apr-2002	1. REQUISITION/PURCHASE R	EQ. NO.	5. PROJECT N	O (If applicable)
DEFENSE (b)(6)  PO 80X 1500 HUNTSVILLE AL 35807-3801	ODE WARED	7. ADMINISTERED BY (If other DOM TYNGSBORD PO BOX 686 TYNGSBORD MA 01879	than item 6)	CODE	NONE
NAME AND ADDRESS OF CONTRACTOR (N	to , Street, County, State and Zip	Cude)		NOMENT OF SOL	
188 HARTWELL ROAD BEDFORD MA 01730-0000				D. OF CONTRACT 1-98-C 0001	
ODE 04164	FACILITY CODE		10B, DA1 X 30-Jan-1	TED (SEE ITEM )	
The above numbered solicitation is amended as set forth in		TO AMENDMENTS OF SOLICIT	ATIONS  is extended.	is not exic	nded.
Offer must acknowledge receipt of this amendment prior to (a) By completing frems 8 and 15, and returning in [c) By separate better or relegion which includes a reference RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. It is yourse of this amengravided each relegion or acter makes retirence to the solid ACCOUNTING AND APPROPRIATION DATA.	copies of the amendment; (b) By ac- nee to the sufficiation and amendment a ECEIPT OF OFFERS PRIOR TO THE diment you desire to change an offer almostation and this amendment, and is rece-	knowledging receipt of this amendment on a numbers - FAILURE OF YOUR ACKNOW, HOUR AND DATE SPECIFIED MAY RE eady submitted, such change may be made b	rich copy of the LEDOMENT TO SULT IN y telegram or let	BE	
		IFICATIONS OF CONTRACTS/OF ER NO AS DESCRIBED IN ITEM			
A THIS CHANGE ORDER IS ISSUED PURSUA CONTRACT ORDER NO. IN ITEM 10A.		The state of the s		ADE IN THE	
BOVE NUMBERED CONTRACT/ORD c. appropriation date, etc.) SET FORTH (N	TITEM 14, PURSUANT TO TH	HE AUTHORITY OF FAR 43.1 <b>03(E</b>	NGES (such a	s changes in paying	
C.THIS SUPPLEMENTAL AGREEMENT IS EN'  7.243-2, Changes - Cost-Reimburseme  1. (Specify type of modification and author	ent, Alternate V	AUTHORALY OF:			
				. 63	
DESCRIPTION OF AMENDMENT/MODIFICATION	X is required to sign this doc		opies to the i		
where feasible.) See attached.					
egt as provided herein, all terms and conditions of the docume	of the second se	and the second s	hall force and -	Unct	
A NAME AND TITLE OF SIGNER (Type of bout		Stranges, rotation and tranger and th	THE THE HIM C		h) (b)(6
	SC DATE SIGNED 168			16	C. DATE SIGNE
					APR 2 3 2
CEPTION TO SF 30 PROVED BY OIRM 11-84	30-105-0			STANDARD FO Prescribed by G FAR (48 CFR)	
	2005	596			

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

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	UNIT	<u>AMOUNT</u>
	BASIC			
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	ILENS 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	•		

į.	<u>CLIN</u>	SUPPLIES OR SERVICES	<b>QUANTITY</b>	<u>UNIT</u>	AMOUNT
)		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
		OPTION I			
	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.			
		SOW.	1	<u>Task</u>	\$164,011,800
		0005AA PTIF Software and		<b>-</b> .	NTE* $(b)(3)(A)$
		Demonstration	1	<u>Task</u>	
		0005AB Mobile Mooring Station ILS and Training			\$ 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*
		<b>~</b> 0.0	1		MIE.

	0007AA SuR: Design, Development, Fabrication, Integration, Test	1	Task	\$ 10,868,600 NTE*
	0007AB Mobile Mooring Station	1	Tacle	\$ 61,868,600
	0007AC Leave Behind Capability including Ground Support Equipment	1	Task	NTE *
	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 Scparately Priced
	OPTION III			
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
	OPTION IV			
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

- \*Not-to-Exceed (NTE) subject to downward negotiations only.
- \*\*TBD To Be Determined upon 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.
- c. 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

CLIN 0003 - PTIR System

FP Demo Second Quarter FY 00

PTIR Hardware PDR First Quarter FY 01

PTIR Hardware CDR Fourth Quarter FY 01

Tether CDR Second Quarter FY 02

Fourth Quarter FY 02 (b)(3)(A)

Second Quarter FY 03 (i)&Title 10 Sec 130 (a)(b)

Tether Test Second Quarter FY 03

PTIR SRS Released Fourth Quarter FY 03 POM TRIMMs Complete Third Quarter FY 03 Fourth Quarter FY 03 Master Test Plan (Draft) 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 (b)(3)(A)Fourth Quarter FY 06 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 Fourth Quarter FY 07 Mobile Mooring Station Completion SUBCLIN 0005AC - PTIR Fourth Quarter FY 07 PTIR System Ground Equipment, ILS and Training Completion **CLIN 0007** SUBCLIN 0007AA - SUR

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



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.

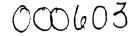
Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0005AD must be exercised before or concurrently with the exercise of Subclin 0005AA and Subclin 0005AB. Subclin 0007AA and Subclin 0007AB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

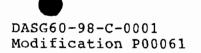
TITLE	<u>DATE</u>	# OF PAGES
Contract Security Classification Specification (DD Form 254-E) Rev 4	15 Jan 02	6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev 3	16 Jan 02	12
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List &	12 Oct 99	29
Data Item Nos. A001 through A021	30 Jan 02	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
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Security Guide, SUBJECT: JLENS Development Program Payload Security Classification Guide (U), attached hereto by reference and previously			(b)(3)(A)
Furnished	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 attached hereto by reference and previously Furnished	7 Sep 99	73	(b)(3)(A)

- 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



# 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



#### 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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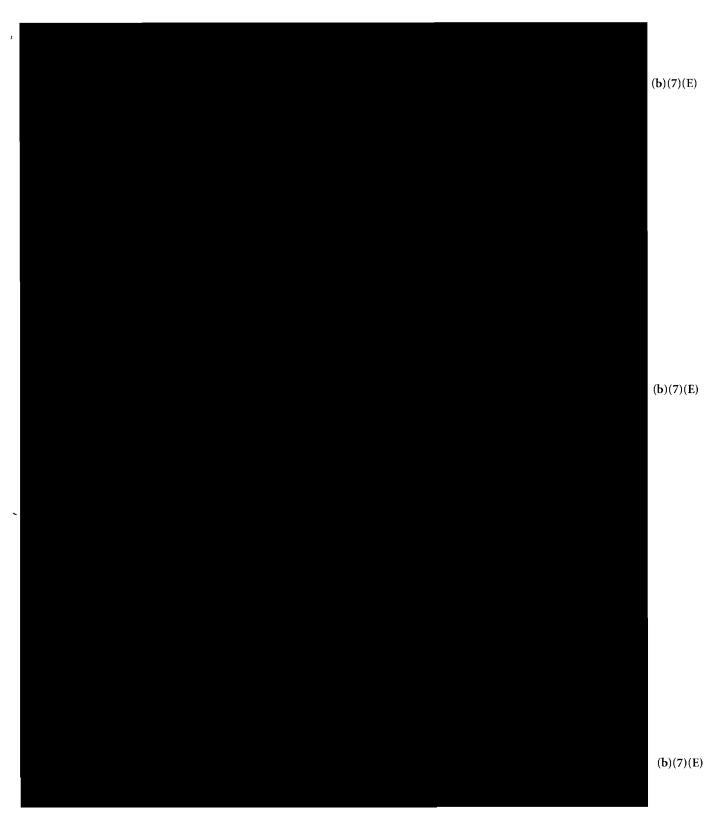
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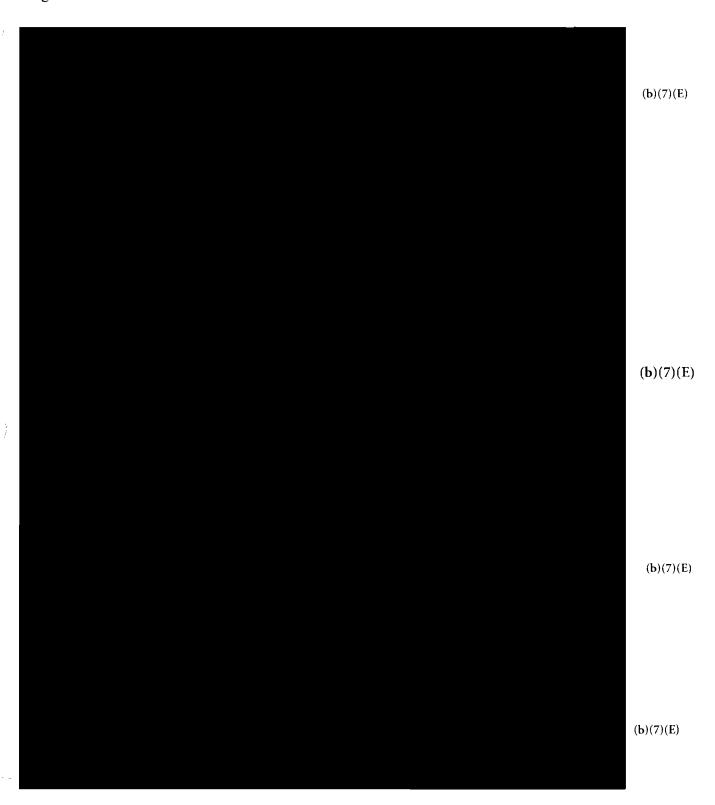
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b. SUBCONTRACT NUMBER				x	b. REVISED بمسموله المسمومة Revision No.		Date (Y 0201		D)	
c. SOLICITATION OR OTHER NUMBER	Due Dat	e (YY <b>MM</b> DD	))		c. F	c. FINAL (Complete item 5 in all cases)			YMME	DD)
I. IS THIS A FOLLOW-ON CONTRACT? [X ] Classified material received or generated under	YES [] NO DASG60-9	D, If yes, соп 6-C-0190_ (F	nplete the	e follow Contr	ing ad N	lumber) is transferred to this	follow-on contra	ıct		
5. IS THIS A FINAL DD FORM 254 [ ] YES [ n response to the contractors request dated	X ] NO, If y	yes, complete tention of the	e the folk	owing: d class	ified	material is authorized for a	period of:			
I, CONTRACTOR (Include Commercial and Government En	My (CAGE) Co	ode)								
1. NAME, ADDRESS, AND ZIP	-		b. CAC	SE CO	)E	c. COGNIZANT SECURI	TY OFFICE No.	Address, and Zie	د المست	
Raytheon Company Isa Raytheon Systems Company Iso Hartwell road Bedford, MA 01730			04164			Northeast Region DSS Barnes Building 495 Summer Street Boston, MA 02210-2192			,	
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GENERAL IDENTIFICATION OF THIS PROC			Missile I	Defense	•				- ,	
O. THIS CONTRACT WILL REQUIRE ACCESS TO	ES NÓ	11. IN PERFO	PRIMING THIS	CONTRAC	7, THE	CONTRACTOR WILL:			YÉS	NO
COMMUNICATIONS SECURITY (COMSEC) INFORMATION		II, HAVE ACCES	es to class	SFIED INF	DRMA	TION ONLY AT ANOTHER CONTRACTOR	S FACILITY OR GOVERN	MENT		
RESTRICTED DATA		b RECEIVE OU	ASSIFIED DO	CUMENTS	ONLY	,				
CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		c RECEIVE AN	D GENERATI	E CLASSIF	ED M	YERIAL				
FORMERLY RESTRICTED DATA		d. FABRICATE,	MOOIFY, OR	STORE C	ASSI	FIED HARDWARE				
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12.	12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as	
1	by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release	les shell
	be submitted for approval prior to release Direct X Through (Specify)	
l		
l	Deputy Commander, U.S. Army Space and Missile Defense Commander	патка
	Attn: SMDC-PA	
	P.O. Box 1500	
	Huntsville, AL 35807-3801	
1	Manistrine, 112 55507 5551	
	to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.	
1	In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.	
12	13. SECURITY GUIDANCE. The security classifiection guidance needed for this classified effort is identified below. If any difficulty is ancountered	polylogs of
J 13~	this guidance or if any other contributing factor indicates a need for changes in this guidance, the contribution factor indicates a need for changes in this guidance, the contribution is authorized and encouraged to provi	do objetyg
l	recommended changes; to challenge the guidence or the classification assigned to any information or material furnished or generated under this co	intract;
l	and to submit any questions for interpretation of this guidance to the official identified below. Pending final idecision, the information involved shall	l be
	handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or for	ward undar
	segarate correspondence, any documents/guides/extracts relevenced herein. Add additional pages as needed to provide complete guidance.)	
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14	14 ADDITIONAL SECURITY REQUIREMENTS. Requirements in addition to ISM requirements are established for this contract. X Yes	No
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	(If Yes, Identify the pertinent contractual clauses in the contract document litself, or provide an appropriate statement which identifies the additional requirements. Provide a contract of the requirements to the contract document litself, or provide an appropriate statement which identifies the additional requirements.	_
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	- SEE BLUCK 13 REMARKS. (b	)(7)(E)
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15.	15. INSPECTIONS. Elements of this contract are autside the inspection responsibility of the cognizant security affice.	X No
l	(If Yes, explain and Identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is ne	eded.)
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16	16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classific	
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	information to be released or generated under this classified effort. All questions shall be referred to the official named below.	_ I
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٠.	17. REQUIRED DISTRIBUTION	
	PEO, AMD P.O. Box 1500 X a. contractor	ı
	ILENS Project Office Huptsville AT 35807-3801	
	SFARE TO SEE OF THE STATE OF TH	I
	C. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACT	OR [
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMIN	ISTRATION
		2182104
	B. ADMINISTRATIVE CONTRACTING OFFICER	I
	C. OTHERS AS NECESSARY	I
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	(b)(6) (D)(D)(299)	
	$(b)(6) \qquad \qquad \mathcal{OOO}(a) = 1$	

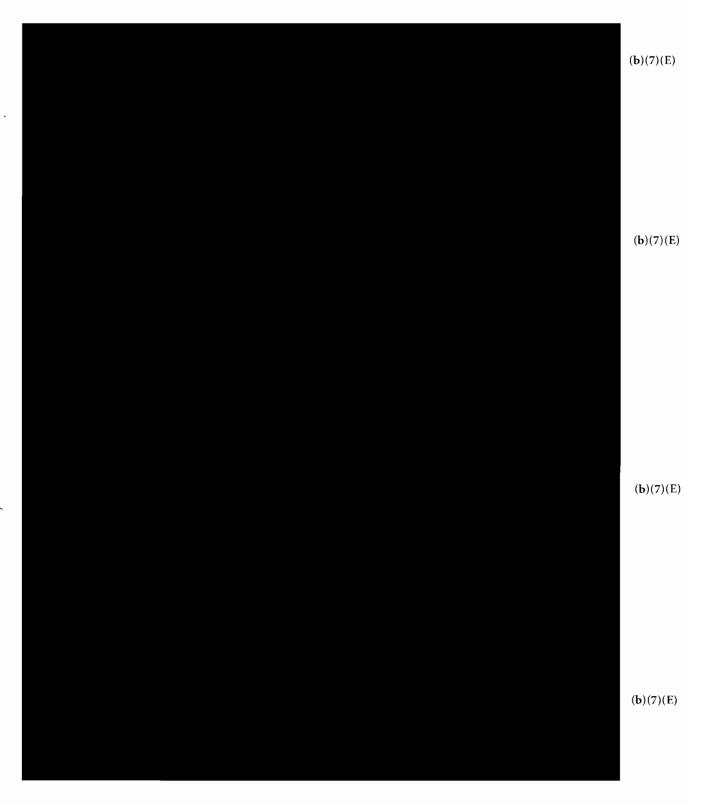
Page 3



Page 4



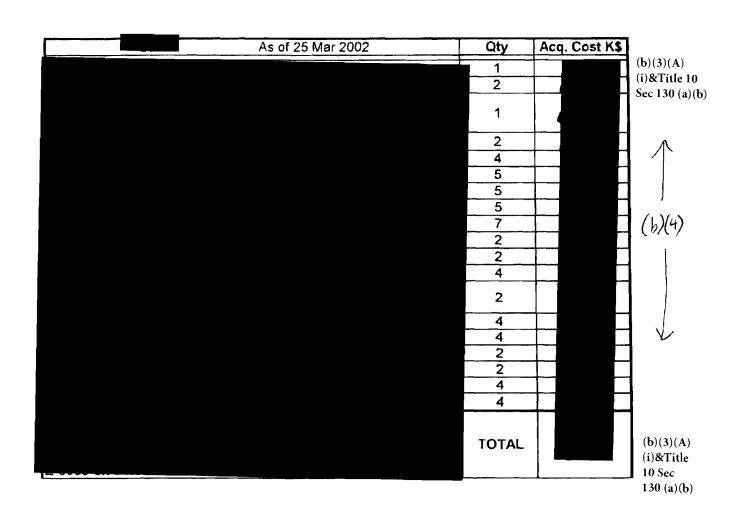




Page 6

(b)(7)

(b)(7)(E)(b)(7)(E) (b)(7)(E)(b)(7)(E)



AMENDMENT OF SOLICITAT	ION/MODIFICAT	TION OF CONTRACT	1. CONTR	LACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00062	3. EFFECTIVE DATE 16-Apr-2002	4. REQUISITION/PURCHASE RI	EQ. NO.	5. PROJECT N	O.(If applicable)	
6. DBY CODE  CODE  CODE  (CODE  CODE  (D)(6)	W31RPD	7. ADMINISTERED BY (If other than item 6) CODE NONE DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01979				
8. NAME AND ADDRESS OF CONTRACTOR (No., SI RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	reet, County, State and Zi		9B. DATE		T/ORDER NO.	
CODE 04164	FACILITY CODE		X 30-Jan-19	ED (SEE ITEM 13 198	,,	
		ES TO AMENDMENTS OF SOLICIT	00 0011 10			
or (c) By separate letter or telegram which includes a reference to RECEIVED AT THE PLACE DESIGNATED FOR THE RECRI REJECTION OF YOUR OFFER. If by virtue of this amendment provided each telegram or letter makes reference to the solicitation	o the solicitation and amendme PT OF OFFERS PRIOR TO TH you desire to change an offer a on and this amendment, and is s	TE HOUR AND DATE SPECIFIED MAY RE Uready submitted, such change may be made b	LEDGMENT TO SULT IN y telegrem or lette	BE		
12. ACCOUNTING AND APPROPRIATION DATA (If	required)					
	S THE CONTRACT/OR	DIFICATIONS OF CONTRACTS/OF DER NO. AS DESCRIBED IN ITEM HE CHANGES SET FORTH IN ITEM	14.	DE IN THE		
B.THE ABOVE NUMBERED CONTRACT/ORDER  2. appropriation date, etc.) SET FORTH IN ITE  SUPPLEMENTAL AGREEMENT IS ENTER	M 14, PURSUANT TO T	THE AUTHORITY OF FAR 43.103(E		changes in paying	ţ	
D.OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds	, , , , , , , , , , , , , , , , , , ,					
E. IMPORTANT: Contractor X is not,	is required to sign this do	ocument and return	copies to the iss	suing office.		
<ol> <li>DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.)</li> </ol>	N (Organized by UCF sec	tion headings, including solicitation/co	ntract subject r	natter		
The purpose of this modification is to provide increme	ental funding in the amo	unt 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 re	ferenced in Item 9A or 10A, as	heretofore changed, remains unchanged and	in full force and e	ffect.		
15A. NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONT			rint)(b)(6) //	
15B. CONTRACTOR/OFFEROR 150	C. DATE SIGNED			}	6C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Office				
(Signature of person addionized to sign)		/orthography or confidential Ottice	·,			

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

000635

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

### 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:
- 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:				bX4)
(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	\$ 63,335,054	(\$2,998,000)	\$60,377,054	
(6)	Full Funding: 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

ADD

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

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

### **RAYTHEON COMPANY**

MODIFICATION P00062 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00060

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)
ER2D730000-05 FUNDED AMT: \$1,500,000 (P00056)
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00059) CO
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)

### RAYTHEON COMPANY

MODIFICATION P00062 TO CONTRACT DASG60-98-C-0001 PAGE 13C OF 49 PAGES PREVIOUS: MOD P00057

ACRN: AK
CUMULATIVE AMOUNT: \$85,000

ACCT CLASS: 9700400 2520 0603173C 2564 BMD00101129881 012123

REF: BMDO 0101129881

ORDER NO/PRON: BMD00101129881-2 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: \$45,106 2112040 36 9618 P172419E55 255Y ER1D732000 \$01021

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)

\*NOT-TO-EXCEED (NTE)

MODIFICATION P00062 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00060

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.	CLI	Ns 0001 and 0002:		
	(1)	Amount Required for Full Funding:	<b>\$437,946</b>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
	(3)	Total Amount Allotted and Obligated:	\$ <u>440,100</u>	
	(4)	Net Amount Required for Full Funding:	(\$2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI	Ns 0003 and 0004:		
υ.	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		(b)(4)
	(3)	Amount Separately Obligated for Payment of Target Fee:		
	(4)	Total Amount Allotted and Obligated:	\$ <u>84,829,422*</u>	
	(5)	Net Amount Required for Full Funding:	\$ <u>60,337,054*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	29 Sep 02	
C.		Ns 0005 and 0006: BCLIN 0005AA		
	(l)	Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$	
	(4)	Total Amount Allotted and Obligated:	\$()-	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:		

MODIFICATION P00062 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES

PREVIOUS: MOD P00060

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:

b.

<b>a</b> .	It is expec	cted that a	llotments	within ea	ch fiscal	year will	be mad	e on an	incremental	basis in
accordance w	rith the LIN	MOTTATE	of fun	IDS claus	e.					

CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of so obligated for Potential Fee for a total amount of control or CLIN 0001.	
c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$77,884,370 is presently allotted	

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

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 solding s

and (b)(4)

(b)(4)

PLANNED DATE OF FUNDING

AMOUNT

**CUMULATIVE** 

(In Millions)

CLIN 0001 Current Obligations (Jun 99)

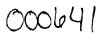
\$440,100

AMENDMENT OF SOLICITA	TION/MODIFICAT	TION OF CONTRACT	1 CONTR.	ACT ID CODB	PAGE OF	
2. AMENDMENT/MODIFICATION NO. P00063	3. EFFECTIVE DATE 23-May-2002	4. REQUISTTION/FURCHASE REQ	NO.	5. PROJECT NO	1 ).(If applicat	2 ble)
6. If 3Y COLD  DEFENSE (b)(6)  PO BOX 1500  HUNTSVILLE AL 35807-3801	W31RPD	7. ADMINISTERED BY (If other the DOM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	n item 6)	CODE [	NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	Street, County, State and Zip	p Code)	9B. DATED 10A MOD. DASG60-9	OMENT OF SOLI O (SEE ITEM 11) OF CONTRACT/ 8-C-0001 D (SEE ITEM 13	ORDER NO	
CODE 04164	FACILITY CODE	X	30-Jan-199	•		
11.	THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SOLICITAT	ION8			
or (c) By separate letter or to legram which includes a reference RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIVED OF YOUR OFFER. If by virtue of this amendment provided each telegram or letter makes reference to the solicite 12. ACCOUNTING AND APPROPRIATION DATA (I	e to the solicitation and amendment EIPT OF OFFERS PRIOR TO THE ant you desire to change an offer a ution and this amendment, and is r	IE HOUR AND DATE SPECIFIED MAY RESUL Treedy submitted, such change may be made by te	OGMENT TO E T IN legram or letter	BE.		
See Schedule	A ABBUTER OVER LITTLE MAN					
	IES THE CONTRACT/OR	DIFICATIONS OF CONTRACTS/ORD DER NO. AS DESCRIBED IN ITEM 14 HE CHANGES SET FORTH IN ITEM 1	١.	DE IN THE		
B.THE ABOVE NUMBERED CONTRACT/ORDEL , appropriation date, etc.) SET FORTH IN IT  SUPPLEMENTAL AGREEMENT IS ENTE	TEM 14, PURSUANT TO T	HE AUTHORITY OF FAR 43.103(B).	ES (such as	changes in paying		
X D.OTHER (Specify type of modification and authority FAR 52:232-22, Limitation of Funds	v)		•••	······		
E. IMPORTANT: Contractor X is not,	is required to sign this do	cument and return cop	ies to the iss	uing office.		
DESCRIPTION OF AMENDMENT/MODIFICATE where feasible.) The purpose of this modification is to provide increa All other terms and conditions remain unchanged a	mental funding in the amou		·	natter		
Except as provided herein, all terms and conditions of the document 15A. NAME AND TITLE OF SIGNER (Type or print)		heretolise changed, renging unchanged and in f				
	50 D. ITT. 010-100				(b)	<del></del>
	5C. DATE SIGNED			16	C. DATE SI	GNED
(Signature of person authorized to sign)	1	(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



#### 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:

AΡ

ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021

ER2D730000/24KJLE/4K0000

ORDER NO.: ER2D730000-08

Funded Arnt: \$500,000 Modification P00063

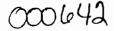
b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding,	\$145,166,476	-0-	\$145,166,476	
(2)	Including Fee(s): 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 <b>,422</b>	
(5)	Net Amount Required for	\$ 60,337,054	(\$ 500,000)	\$59,837,054	
	Full Funding:				
(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



# **RAYTHEON COMPANY**

MODIFICATION P00063 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00062

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)
ER2D730000-05 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)

\*NOT-TO-EXCEED (NTE)

MODIFICATION P00063 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00062

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

a.	CLI	Ns 0001 and 0002: Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	
	(4)	Net Amount Required for Full Funding:	(\$ <u>2,154</u> )	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI (1)	Ns 0003 and 0004: Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		1684
	(3)	Amount Separately Obligated for Payment of Target Fee:		
	(4)	Total Amount Allotted and Obligated:	\$ <u>85,329,422*</u>	
	(5)	Net Amount Required for Full Funding:	\$ <u>59,837,054*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	13 Oct 02	
C.	<u>SUB</u>	Ns 0005 and 0006: CLIN 0005AA		
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0-	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$ <u>-0-</u>	
	(4)	Total Amount Allotted and Obligated:	\$0-	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:		

MODIFICATION P00063 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00062

(b)(4)

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

CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The

amount of seis obligated for Potential Fee for a total amount of seize or CLIN 0001.	(0)(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 is obligated for Potential Fee (if applicable), for a total amount of its for	(1.)(1)
CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and	(b)(4)
Potential Fee) as follows:	

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

PLANNED DATE
OF FUNDING
AMOUNT
CUMULATIVE

(In Millions)

CLIN 0001 Current Obligations (Jun 99) \$440,100

AMENDMENT OF SOLICITAT	ION/MODIFICAT	TION OF CONTRACT	1 CONTRA	CT D CODE	PAGE OF PAGE	ES 2
2. AMENDMENT/MODIFICATION NO. P00064	3. EFFECTIVE DATE 21-Jun-2002	4. REQUISITION/PURCHASE R	EQ. NO.	5. PROJECT NO		
5. IS Y CODE  US AND MISSILE DEFENSE  HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other DCM TYNGSBORO PO BOX 688 TYNGSBORO MA D1879	r than item 6)	CODE	NONE (	(b)(d
8 NAME AND ADDRESS OF CONTRACTOR (No., S RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	FACILITY CODE		9B. DATED  X 10A. MOD. DASG60-9  10B. DATE  X 30-Jan-198	OMENT OF SOLID (SEE ITEM 11) OF CONTRACT/ 8-C-0001 D (SEE ITEM 13)	ORDER NO.	
11. T	HIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SOLICI	TATIONS			
or (c) By separate letter or telegram which includes a reference to RECEIVED AT THE PLACE DESIGNATED FOR THE RECE REJECTION OF YOUR OFFER. If by virtue of this amendmen provided each telegram or letter makes reference to the solicitation of the provided each telegram or letter makes reference to the solicitation.	opies of the amendment; (b) By o the solicitation and amendment IFT OF OFFERS PRIOR TO TH tyou desire to change an offer a on and this amendment, and is r	acknowledging receipt of this amendment on nt numbers. FAILURE OF YOUR ACKNON IB HOUR AND DATB SPECIFIED MAY RI tready submitted, such change may be made	neach copy of the of VI.EDUMENT TO E ESULT IN by telegram or letter	ЭΕ		
See Schedule						
	ES THE CONTRACT/OR. TO: (Specify authority) TO  IS MODIFIED TO REFLI	ECT THE ADMINISTRATIVE CHA	M 14. EM 14 ARE MAI ANGES (such as			
C UPPLEMENTAL AGREEMENT IS ENTER						
X D.OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds		1000				
E. IMPORTANT: Contractor X is not,	is required to sign this do	ocument and return	copies to the iss	uing office.		
DESCRIPTION OF AMENDMENT/MODIFICATIOn where feasible.)  The purpose of this modification is to provide incremal of the terms and conditions remain unchanged and the terms and conditions.	ental funding in the amo	unt of \$500,000 for performance o	_	atter		
		•				
Except as provided herein, all terms and conditions of the document re	eferenced in Item 9A or 10A as	herelofore chargest remans unchanged and	d in full force and aff	[bet		
15A. NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CON			int)	1)(6)
15B. CONTRACTOR/OFFEROR 15	C. DATE SIGNED			16	C. DATE SIGN	ED
(Signature of person authorized to sign)		(Signature of Contracting Office	er)		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



#### 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,	\$145,166,476	-0-	\$145,166,476	
(2)	Including Fee(s): Amount Allotted under the LOF Clause for Payment of Target Costs;				(b)(4
(3)	Amount Separately Obligated				
(4)	for Payment for Target Fee: Total Amount Allotted and Obligated:	\$ 85,329,422	\$ 500,000	\$85,829,422	
(5)	Net Amount Required for	\$ 59,837,054	(\$ 500,000)	<b>\$</b> 59,33 <b>7</b> ,054	
(6)	Full Funding: Estimated Period of Performance the Allotted Amount will cover:	29 Sep 02		25 Oct 02	

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

DELETE ADD

Page 13B, Modification P00063
Page 14, Modification P00063
Page 21, Modification P00063
Page 21, Modification P00064
Page 21, Modification P00064

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)
ER2D730000-05 FUNDED AMT: \$1,500,000 (P00056)
ER2D730000-07 FUNDED AMT: \$6,000,000 (P00060)
ER2D730000-08 FUNDED AMT: \$2,998,000 (P00062)
ER2D730000-09 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)

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

a.	CL	Ns 0001 and 0002;		
	(1)	Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(	4)
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	
	(4)	Net Amount Required for Full Funding:	<b>(\$</b> 2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
<b>b</b> .	CII	Ns 0003 and 0004:		
U.	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs.		/hY1
	(3)	Amount Separately Obligated for Payment of Target Fee:		
	(4)	Total Amount Allotted and Obligated:	\$ 85,829,422*	
	(5)	Net Amount Required for Full Funding:	\$ <u>59,337,054*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	25 Oct 02	
C.	CLI	Ns 0005 and 0006:		
		BCLIN 0005AA		
	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$0-	
	(3)	Amount Separately Obligated for Payment of Target Fec:	\$	
	(4)	Total Amount Allotted and Obligated:	\$0-	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

\*NOT-TO-EXCEED (NTE)

000649

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

MODIFICATION P00064 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00063

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.

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

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 soldigated for Potential Fee for a total amount of 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 soligated for Potential Fee (if applicable), for a total amount of	(b)(4)

PLANNED DATE OF FUNDING

**AMOUNT** 

**CUMULATIVE** 

(In Millions)

**ÉLIN** 00.01

Potential Fee) as follows:

Current Obligations (Jun 99)

\$440,100

**ÉLIN** 0001

MODIFICATION P00064 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00063

\$440,100

provided through Government Property (Cost-R time the contractor may order Officer in maintaining account	eimbursement, Time and Ma r with the supplier for partia ntability of total orders, the percent of the amount specif	Fuels ordance with the outerial, or Labor-Hal deliveries of fur contractor shall fied below. This is	tel. To assist the Contracting notify the Contracting Officer is requested for each fuels type	(b)(3) (A) (i)&Title 10 Sec 130 (a) (b)
	NATIONAL STOCK	UNIT OF	QUANTITY	
NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP	
contractor may propose change (CAIV). Those changes whimplemented by the contractor the government. Changes whithout an equitable reduction	tich do not alter the Aeros 10 working days after notice hich alter the APS by reduc- on in the estimated cost are gain in other performance range does not alter the over-	conforming to constat Performance we of intent specify cing the requirement schedule of trequirements, 2) sall estimated cost	est as an independent variable. Specification (APS) may be ying the changes is provided to ments may only be undertaken the contract if the contractor such changes are acceptable to to of the program. In no event,	
H-10. INCREMENTAL FUI	NDING OF THE CONTRA	<u>CT</u> :		
a. It is expected th accordance with the LIMITAT		cal year will be m	nade on an incremental basis in	
	payment to cover the work to	o be performed he	40,100 is presently allotted to ereunder until 30 Sep 99. The or CLIN 0001.	(b)X4
c. Pursuant to the LIM to CLIN 0003 and available for the amount of the for CLIN 0003. It is anticipat Potential Fee) as follows:	for payment to cover the wo obligated for Potential Fee (in	ork to be perform f applicable), for	a total amount o	(b)( <sup>2</sup> (b)(4)
	PLANNED DATE OF FUNDING	AMOUNT	<u>CUMULATIVE</u>	
		(In Millions)		

Current Obligations (Jun 99)

AMENDMENT OF SOLICITATI	ON/MODIFICAT	ION OF CONTRACT	I con	NTRACT ID CODE	PAGE OF PA			
AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE 16-Jul-2002	4. REQUISITION/PURCHASE R	EQ. NO.	5. PROJECT N	O.(If applicable	2 e)		
US. PACE AND MISSILE DEFENSE.  200-803-4203 PO BOX 1500 HUNTSVILLE AL. 35807-3801	W31RPD	7. ADMINISTERED BY (If other DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	than item 6	unitem 6) CODE NONE				
NAME AND ADDRESS OF CONTRACTOR (No., SE	reet, County. State and Zip	Code)	9A. AM	ENDMENT OF SOL	ICITATION N	O.		
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DA	FED-(SEE ITEM 11)				
				OD, OF CONTRACT 50-98-C-0001	·			
ODE 04164	FACILITY CODE		10B. DA	ATED (SEE ITEM 1	3)			
	<del></del>	S TO AMENDMENTS OF SOLICIT		1930				
The above numbered salicitation is amended as set forth in Item 1			is extende	d, is not exte	nde.d			
or (c) By separate letter or telegram which artefolds a reference to RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIP REJECTION OF YOUR OFFER. If by writtee of this amendment provided each telegram or letter makes reference to the solutions	PT OF OFFERS PRIOR TO THE you desire to change an offer als n and this amendment, and is rec	E HOUR AND DATE SPECIFIED MAY RE ready submitted, such change may be made t	SULTIN by telegram or l					
ACCOUNTING AND APPROPRIATION DATA (If r	equired)							
		DIFICATIONS OF CONTRACTS/O DER NO. AS DESCRIBED IN ITEM						
CONTRACT ORDER NO. IN ITEM 10A.  B.T' ABOVE NUMBERED CONTRACT/ORDER I appropriation date, etc.) SET FORTH IN ITE C	M 14, PURSUANT TO TH	HE AUTHORITY OF FAR 43.103()	NGES (such	n as changes in paying	3			
IMPORTANT: Contractor X is not,	is required to sign the doc	cument and return	copies to the	issuing office.				
DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to provide incremental other terms and conditions remain unchanged and a conditions.	ntal funding in the amou			ct matter				
		SA NAME AND TITLE OF CONT	RACTING	OFFICER (Type of p	rint) 6C. DATE SIGN	(b)		
(Signature of person authorized to sign) NCEPTION TO SF 30	30-105-	(Signature of Contineining Office	-17	STANDARD F	ORM 30 (Rev.	10-8		
PP" - 'ED BY OIRM 11-84	71/-11//	v-		Prescribed by G FAR (48 CFR)	SA	.0-0		

#### 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

ER1D730100/1HHJLE/H

ORDER NO: ER1D730100-06 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	-()-	\$145,166,476	
(2)	Amount Allotted under the LOF Clause				
(3)	for Payment of Target Costs: Amount Separately Obligated				(1)(1)
` '	for Payment for Target Fee:				- (p)(4
(4)	Total Amount Allotted	\$ 85,829,422	\$ 15,000	\$85,844,422	,
	and Obligated:				
(5)	Net Amount Required for	\$ 59,337,054	(\$ 15,000)	\$59,322,054	
	Full Funding:				
(6)	Estimated Period of Performance the Allotted Amount will cover:	25 Oct 02		25 Oct 02	

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

DELETE ADD

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

MODIFICATION P00065 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00064

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 ERID730100 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.: 971 0400 1202 181 JT01 606051 65126J 59232 525700 NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP

CUMULATIVE AMOUNT: \$20,000,000

ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S0102 1

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 (P00O43)

MODIFICATION P00065 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGIES

PREVIOUS: MOD P00064

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 NO. (NSN) NOMENCLATURE **ISSUE** AUTHORIZED AS GFP

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

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

a.	It is expected	that allotments	within ea	ach fiscal	year	will be	made	on ar	incremental	basis	in
accordance w	ith the LIMITA	TION OF FUI	NDS clau	se.							

CLIN 000 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The

amount of sobligated for Potential Fee for a total amount 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 25 Oct 02.	
The amount of is obligated for Potential Fee (if applicable), for a total amount of	(1) (1)
for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and	(b)(4)
Potential Fee) as follows:	

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

PLANNED DATE OF FUNDING

AMOUNT

**CUMULATIVE** 

(b)(4)

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100

AMENDMENT OF SOLICIT	TATION/MODIFICAT	ION OF CONTRACT	I CONTR	ACT ID CODE	1 2
2. AMENDMENT/MODIFICATION NO. P00066	3. EFFECTIVE DATE 19-Jul-2002	4. REQUISITION/PURCHASE REC	S NO.	5. PROJECT NO	
6.1 BY U SPACE AND MISSILE DEFENSE (b)(6) HUNTSVILLE AL 35807-3801	CODE W31RPD	7, ADMINISTERED BY (If other the DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	oan item 6)	CODE	NONE
8. NAME AND ADDRESS OF CONTRACTOR ( RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	No., Street, County, State and Zip	Code)		DMENT OF SOLI	CITATION NO.
		×	DASG60-	OF CONTRACT 98-C-0001 ED (SEE ITEM 13	
CODE 04164	FACILITY CODE  11. THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SOLICITA	30-Jan-19	`	
Offer must ecknowledge receipt of this amendment prior  (a) By completing tlems 8 and 15, and returning or (c) By separate letter or telegram which includes a refe RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the se  12. ACCOUNTING AND APPROPRIATION DAT  See Schedule	copies of the amendment; (b) By erence to the solicitation and amendment RECEIPT OF OFFERS PRIOR TO TH indiment you desire to change an offer all obsidation and this amendment, and is re-	acknowledging receipt of this amendment on eou it numbers. FAILURE OF YOUR ACKNOWLE E HOUR AND DATE SPECTIED MAY RESU ready submitted, such change may be made by t	ch copy of the c EDGMENT TO! JLT IN telegram or lette	9E	
13. THIS 1		DIFICATIONS OF CONTRACTS/ORI DER NO. AS DESCRIBED IN ITEM 1			
A.THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.				DE IN THE	
B.THE ABOVE NUMBERED CONTRACT/OF :, appropriation date, ctc.) SET FORTH	IN ITEM 14, PURSUANT TO T	HE AUTHORITY OF FAR 43.103(B).		changes in paying	
SUPPLEMENTAL AGREEMENT IS E  LOTHER (Specify type of modification and auth		O AUTHORITY OF:			
IAW FAR 52.232-22, Limitation of Funds E. IMPORTANT: Contractor X is not,	is required to sign this do	cument and estates	pies to the iss	uing office	
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.)  The purpose of this modification is to provide in	ATION (Organized by UCF sec	tion headings, including solicitation/conf	tract subject n		
All other terms and conditions remain unchang	ed and in full force and effect.				
Except as provided herein, all terms and conditions of the doc	unient teferenced in Item 9A or 10A as	heretofore changed, remains unchanged and in	full force and e	ifiect	
ISA. NAME AND TITLE OF SIGNER (Type or pro		AND THE PROPERTY.			int) (b)(
SB. CONTRACTOR/OFFEROR	15C. DATE SIGNED			5	C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Otticer)			771/10/F
EXCEPTION TO SF 30 APPPOVED BY OIRM 11-84	30-105	-04		STANDARD FO	DRM 30 (Rev. 10-83) SA

000656

Prescribed by GSA FAR (48 CFR) 53.243

#### 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:				(p)(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	\$ 59,322,054	(\$979,000)	\$58,343,054	
	Full Funding:				
(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 P00065Page 13B, Modification P00066Page 14, Modification P00065Page 14, Modification P00066Page 21, Modification P00066Page 21, Modification P00066

**MODIFICATION P00066 TO** CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00065

ACRN:

AH

\$700,000

CUMULATIVE AMOUNT:

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) FUNDED AMT: \$ 2,000,000 (P00052) ER1D730100-03 ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN:

AN

CUMULATIVE AMOUNT:

\$5,800

971 0400 1202 181 JT01 606051 65126J 59232 525700

ACCT CLASS: ORDER NO.:

NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN:

AP

\$20,979,000

**CUMULATIVE AMOUNT:** 

ACCT CLASS:

212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021

ER2D730000/24KJLE/4K0000

ORDER NO .:

FUNDED AMT: \$7,002,000 (P00054) ER2D730000-01 ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055) FUNDED AMT: \$1,500,000 (P00056) ER2D730000-03 FUNDED AMT: \$6,000,000 (P00060) ER2D730000-05 FUNDED AMT: \$2,998,000 (P00062) ER2D730000-07 FUNDED AMT: \$500,000 (P00063) ER2D730000-08 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)

MODIFICATION P00066 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00065

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

a.	CLI	Ns 0001 and 0002:		
	(1)	Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(d)
	(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	
Ь.	CLI (I)	Ns 0003 and 0004: Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		
	(3)	Amount Separately Obligated for Payment of Target Fee:		[6]
	(4)	Total Amount Allotted and Obligated:	\$ <u>86,823,422*</u>	10)(
	(5)	Net Amount Required for Full Funding:	\$ 58,343,054*	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	8 Nov 02	
c.		Ns 0005 and 0006: BCLIN 0005AA		
	(1)	Amount Required for Full Funding, Including Fec(s):	\$ <u>164,011,800</u> *	
	<b>(2)</b>	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$	
	(4)	Total Amount Allotted and Obligated:	\$	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

\*NOT-TO-EXCEED (NTE)

000659

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

MODIFICATION P00066 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES

PREVIOUS: MOD P00065

\$440,100

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:

			is requested for each fuels type excess of the amount stipulated	
	NATIONAL STOCK	UNIT OF	QUANTITY	
NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP	
contractor may propose char (CAIV). Those changes we implemented by the contractor the government. Changes we without an equitable reduct demonstrates 1) a comparable the government, and 3) the ch	hich do not alter the Aero or 10 working days after noti which alter the APS by red ion in the estimated cost a e gain in other performance change does not alter the ove	estat Performance ce of intent specificating the requirements, 2) rall estimated cos	expecification (APS) may be sying the changes is provided to ments may only be undertaken the contract if the contractor such changes are acceptable to to of the program. In no event, a paragraph A.2 of Appendix A	
H-10. <u>INCREMENTAL FU</u>	NDING OF THE CONTRA	ACT:		
a. It is expected the accordance with the LIMITA		scal year will be r	nade on an incremental basis in	
		to be <u>performed</u> h	is presently allotted to hereunder until 30 Sep 99. The or CLIN 0001.	(b)(4)
to CLIN 0003 and available framount of is obliging	gated for Potential Fee (if ap	k to be performed oplicable), for a to	is presently allotted hereunder until 8 Nov 02. The stal amount of for ombined amounts for Cost and	(b)(4)
	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE	
	THE RESIDENCE IN THE PARTY OF T	(In Millions)	and a lit displacement of Annual	

000660

Current Obligations (Jun 99)

**CLIN** 0001

• 1	MENDMENT OF SOLICITATI	ON/MODIFICAT	TON OF CONTRACT	I. CONTRA	ACT ID CODE	PAGE OF PAG	GES
	MENDMENT OF SOCIETIATI	OWNODIFICAL	TON OF CONTRACT			1	2
2. A. P00057	MENT/MODIFICATION NO.	3. EFFECTIVE DATE 15-Aug-2002	4. REQUISITION/PURCHASE RE	Q NO.	5. PROJECT NO	O.(If applicable)	)
6. ISSUED	BY CODE	W31RPD	7. ADMINISTERED BY (If other to	han item 6)	CODE	NONE	
TO BOX 18	600 LLE AL 36807-3801		DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879				
8. NAME A	AND ADDRESS OF CONTRACTOR (No., Se	treet, County, State and Zig	p Code)	9A AMENI	DMENT OF SOLI	CITATION NO	<b>)</b> .
180 HART	ON COMPANY TWELL ROAD 0 MA 01730-0000			9B DATED	(SEE ITEM 11)	<u></u>	
DED! ONE	DINA OTTOGOGO		x	IOA MOD DASG60-9	OF CONTRACT	ORDER NO.	
CODE 04	1164	GACILITY CODE	x		D (SEE ITEM 13	)	
CODE U		FACILITY CODE	S TO AMENDMENTS OF SOLICITA	100 00 10.	30		
The above	o numbered solicitation is amended as set forth in Item 14			is extended.	is not extent	led.	
(a) By cor or (c) By RECELVE REJECTION	ust acknowledge receipt of this amendment prior to the his mighting licens 8 and 13, and returning or properties of the proficulation of the pro	pies of the amendment; (b) By a the solicitation and amendment PT OF OFFERS PRIOR TO TH you desire to change an offer at	cknowledging receipt of this amendment on as numbers. FAILURE OF YOUR ACKNOWLI E HOUR AND DATE SPECIFIED MAY RES ready submitted, such change may be made by	ch capy of the off EDGMENT TO B ULT IN Cologram of latter	E		
	INTING AND APPROPRIATION DATA (If r	equired)					
	- 13. THIS ITEM A		DIFICATIONS OF CONTRACTS/ORI				
	CHANGE ORDER IS ISSUED PURSUANT T FRACT ORDER NO. IN ITEM 10A.				DE IN THE		7
	BOVE NUMBERED CONTRACT/ORDER IS appropriation date, etc.) SET FORTH IN ITE				changes in paying		
X C.THIS S	SUPPLEMENTAL AGREEMENT IS ENTERE						
	R (Specify type of modification and authority)		M. 400				
E. IMPORTA	ANT: Contractor is not,	is required to sign this do	cument and return 1 co	opies to the iss	uing office.		<del>.</del>
where fo The purpo:	PTION OF AMENDMENT/MODIFICATION casible.) use of this modification is to decrease incre	emental funding in the a	mount of \$200,000 for performance				
	ded herein, all tarms and conditions of the document refe						
	ure of person authorized to sign)	DATE SIGNED 16				(b) DATE SIGN	ED
EXCEPTION		30-105-0			STANDARD FO Prescribed by GS FAR (48 CFR) 53	<b>A</b>	0-83)

AMENDMENT OF SOLICI	TATION/MODIFICA	TION OF CONTRACT	I CONTR.	ACT ID CODE	PAGE OF PAGES
	· · · · · · · · · · · · · · · · · · ·			.,	1 2
2. AMFNDMENT/MODIFICATION NO. PC	3. EFFECTIVE DATE 15-Aug-2002	4. REQUISITION/PURCHASE	REQ NO.	5. PROJECT NO	O.(If applicable)
6. IS ) BY	CODE W31RPD	7. ADMINISTERED BY (If oth	ner than item 6)	CODE	NONE
US ARMY SPACE AND MISSILE DEFENSE		DCM TYNGSBORO	•	_	(1.
(b)(6)		PO BOX 688 TYNGSBORO MA 01879			( //,
PO 80X 1500 HUNTSVILLE AL 35807-3801		THOOGRAND WAS STOLE			
8. NAME AND ADDRESS OF CONTRACTOR (	No., Stroot, County, State and 2	Zip Code)	9A. AMENI	DMENT OF SOL	ICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD	3,		9B. DATEL	(SEE ITEM 11)	<u>'</u>
BEDFORD MA 01730-0000			101 1100	0.000	CONTRACTOR NO.
			A DASG60-9		
CODE 04164	PACIFICACIONE		7 [	D (SEE ITEM 13	!)
CODE 04164	FACILITY CODE	IES TO AMENDMENTS OF SOLIC	1 100 5411 151	<del>9</del> 8	
The phase purples and solicitation as a mondaying real footb	<del></del>	<u> </u>			alad
The above numbered solicitation is amended as set forth	- // / /	<b>**</b> * *	is extended,	is froi exter	ided
Offer must asknowledge recept of this amendment prior (a) By completing items 8 and 15, and returning		anhostation or as amended by one of the folia By acknowledging receipt of this amendment of		the university t	
or (c) By separate letter or telegram which includes a refe	erence to the so countries and mender	nent munibers FAILURE OF YOUR ACKNO	WLEDUMENT TO E		
RECEIVED AT THE PLACE DESIGNATED FOR THE	RECEIPT OF OFFICE PRIOR TO	THE HOUR AND DATE SPECIFIED MAY	RESULT IN		
REJECTION OF YOUR OFFER. If by virtue of this air provided each telegram or letter makes reference to the s				г,	
12. ACCOUNTING AND APPROPRIATION DAT			1		. *.
See Schedule	(in reduined)	a fact of fact	1		
	TEM APPLIES ONLY TO 80	ONH CATIONS OF COMPACTS	ORDERS		
		ROER NO. AS DESCRIBED D'IT			
A.THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify authority)	THE CHANGES BETY GESTS TO THE	EM 14 ARE MAI	DE IN THE	
ABOVE NUMBERED CONTRACT/OR Le, appropriation date, etc.) SET FORTH 1	DER IS MODIFIED TO REF	LECT HE ADMINISTRATIVE CL	IANGES (such as	changes in paying	
C. THIS SUPPLEMENTAL AGREEMENT IS E			.(17)		
Mutual Agreement					
D.OTHER (Specify type of modification and auth	ionity)				
E. IMPORTANT: Contractor is not.	X is required to sign this o	document and return 1	copies to the iss	uing office.	
	<u> </u>		•		
<ol> <li>DESCRIPTION OF AMENDMENT/MODIFIC where feasible.)</li> </ol>	ATION (Organized by UCF se	ection headings, including solicitation	contract subject n	natter	
The purpose of this modification is to decrease	incremental funding in the a	mount of \$200,000 for performance	e of CLIN 0003.		
<b>A</b> 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0					
All other terms and conditions remain unchange	ed and in full force and effec	t.			
ixcept as provided herein, all terms and conditions of the docu	ment referenced in Item 9A as 10A	as heratuling changed remains unchanged in	nd in full force and ell	Tect	
15A. NAME AND TITLE OF SIGNER (Type or pri	int)	as heretolore changed, remains unchanged at 16A. NAME AND TITLE OF CON	TRACTING OFF	ICER (Type or pr	int(b)(6) (1
5B. CONTRACTOR/OFFEROR	15C, DATE SIGNED				C. DATE SIGNED
3B. CONTRACTOR OF TERUR	ISC, DATE SIGNED			10	C. DATE SIGNED
(0)	_	(0'			
(Signature of person authorized to sign)		(Signature of Contracting Offi	cer)	071	201600
ON TO SF 36 D BY OIRM 11-84	30-10	15-04		STANDARD FO Prescribed by GS	DRM 30 (Rev. 10-83) SA

000662

FAR (48 CFR) 53.243

#### 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:

NT: \$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:				(b)(4)
(4)	Total Amount Allotted and Obligated:	\$ 86,823,422	(\$ 200,000)	\$86,623,422	(0)(.
(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	

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

DELETE ADD

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

MODIFICATION P00067 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00066

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)

FUNDED AMT: \$1,500,000 (P00055) ER2D730000-02 ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056) FUNDED AMT: \$6,000,000 (P00060) ER2D730000-05 FUNDED AMT: \$2,998,000 (P00062) ER2D730000-07 ER2D730000-08 FUNDED AMT: \$500,000 (P00063) FUNDED AMT: \$500,000 ER2D730000-09 (P00064) FUNDED AMT: \$979,000 (P00066) ER2D730000-10 FUNDED AMT: (\$200,000) (P00067) ER2D730000-11

**CLIN** 0009

(a) SUBCLIN 0009AA

ACRN: AJ

CUMULATIVE AMOUNT: \$200,000

ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

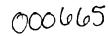
MODIFICATION P00067 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00066

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

a.	CL	Ns 0001 and 0002:		
	(1)	Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		
	(3)	Total Amount Allotted and Obligated:	\$ <u>440,100</u>	(p)(d)
	(4)	Net Amount Required for Full Funding:	(\$2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI (1)	Ns 0003 and 0004: Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	_
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		
	(3)	Amount Separately Obligated for Payment of Target Fee:		1, 56
	(4)	Total Amount Allotted and Obligated:	\$ <u>86,623,422*</u>	(b)(4
	(5)	Net Amount Required for Full Funding:	\$ <u>58,543,054*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	8 Nov 02	
¢.		Ns 0005 and 0006: BCLIN 0005AA		
	(1)	Amount Required for Full Funding, Including Fce(s):	\$ <u>164,011,800</u> *	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$()-	
	(4)	Total Amount Allotted and Obligated:	\$	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

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

\*NOT-TO-EXCEED (NTE)



**CLIN** 0001

MODIFICATION P00067 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00066

QUANTITY

\$440,100

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:

**UNIT OF** 

NATIONAL STOCK

NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP	
H-9. <u>DESIGN SENSITIVIT</u> contractor may propose change (CAIV). Those changes which implemented by the contractor of the government. Changes which without an equitable reduction demonstrates 1) a comparable of the government, and 3) the change however, shall the contractor proof the APS.	the to the proposed design the do not alter the Aero 0 working days after notice the alter the APS by reduction the estimated cost again in other performance age does not alter the over	stat Performance ce of intent specify icing the requirements, 2) stall estimated cost	Specification (APS) may be ying the changes is provided to nents may only be undertaken the contract if the contractor such changes are acceptable to to of the program. In no event,	
H-10. INCREMENTAL FUN	DING OF THE CONTRA	<u>CT</u> :		
a. It is expected that accordance with the LIMITATIO		scal year will be n	nade on an incremental basis in	
CLIN 0001 and available for pa	Limitation of Funds claus syment to cover the work the tential Fee for a total amount	to be performed h	is presently allotted to ereunder until 30 Sep 99. The or CLIN 0001.	(b)(4)
to CLIN 0003 and available for	ed for Potential Fee (if ap	to be performed plicable), for a to	tal amount of for	(b)(4)
	PLANNED DATE OF FUNDING	AMQUNT	<u>CUMULATIVE</u>	
		(In Millions)	1	

000666

Current Obligations (Jun 99)

AMENDMENT OF SOLICIT	ATION/MODIFICAT	ION OF CONTRACT	R SONT	RACT COTOAS	PAGE OF	PAGES 2
2. AMENDMENT/MODIFICATION NO. P00068	3. EFFECTIVE DATE 29-Aug-2002	4 REQUISITION/PURCHASE RE	Q. NO.	5. PROJECT N	O.(If applies	
IS 'Y C US PACE AND MISCULE DEFENSE  PO BOX 1500 HUNTSVILLE AL 35807-3801	ODE W31RPD	7. ADMINISTERED BY (If other DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	than item 6)	CODE	NONE	(.b)
NAME AND ADDRESS OF CONTRACTOR (N	Io., Street, County, State and Zip	Code)	9A. AMEN	IDMENT OF SOL	СПАПО	INO.
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DATE	D (SEE ITEM 11)		
		7		O OF CONTRACT 98-C-0001		0.
ODE 04164	FACILITY CODE		10B. DAT	ED (SEE ITEM 1) 1998	3)	
		S TO AMENDMENTS OF SOLICIT	1 44 4411 13			
Offer must acknowledge receipt of this amendment prior to (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE PRIECTION OF YOUR OFFER. If by virtue of this amen	copies of the amendment (b) By ence to the solicitation and amendmen RECEPT OF OFFERS PRIOR TO TH diment you desire to change an offer al	schrowledging receipt of this amendment on a et numbers FAILURE OF YOUR ACKNOW! E HOUR AND DATE SPECIFIED MAY RES ready submitted, such change may be made by	ach copy of the LEDGMENT TO SULT IN y telegram or lett	BE		
provided each telegram or letter makes reference to the sol		scewed prior to the opening hour and date spe	cified			
. ACCOUNTING AND APPROPRIATION DATA See Schedule	(II required)					
	TEM APPLIES ONLY TO MOI	DIFICATIONS OF CONTRACTS/OF	DERS.			
A THIS CHANGE ORDER IS ISSUED PURSUA CONTRACT ORDER NO. IN ITEM 10A B.THE ABOVE NUMBERED CONTRACT/ORI appropriation date, etc.) SET FORTH IN	DER IS MODIFIED TO REFLE	ECT THE ADMINISTRATIVE CHAI	NGES (such a			
C .UPPLEMENT AL AGREEMENT IS EN	TERED INTO PURSUANT T	O AUTHORITY OF:	· · · · · · · · · · · · · · · · · · ·			
D.OTHER (Specify type of modification and author IAW FAR 52.232-22, Limitation of Funds	nity)					
IMPORTANT: Contractor X is not,	is required to sign this do	cument and return	opies to the is	suing office,		
DESCRIPTION OF AMENDMENT/MODIFICAtion     where feasible.) The purpose of this modification is to provide including the purpose of the purpose.	, ,		_	matter		
All other terms and conditions remain unchange	d and in full force and effect.					
sept as provided herent, all remained constitutions of the Jocun						
A. NAME AND TITLE OF SIGNER (Type or prin	11)	64 NAME AND TITLE OF CONTI	LACTING OF	FICER (Type or p.	rint) (b)(6	(1)
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED				SC, DATE	
(Signature of person authorized to sign)		(Signature of Contracting Officer	)			
CEPTION TO SF 30 PPROVED BY OIRM 11-84	30-105-	04	· · · · · · · · · · · · · · · · · · ·	STANDARD F Prescribed by G		lev. 10-83

000667

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

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

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

DELETE ADD

Page 13B, Modification P00067
Page 14, Modification P00067
Page 21, Modification P00067
Page 21, Modification P00068
Page 21, Modification P00068

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) FUNDED AMT: \$1,500,000 (P00056) ER2D730000-03 FUNDED AMT: \$6,000,000 (P00060) ER2D730000-05 ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062) FUNDED AMT: \$500,000 (P00063) ER2D730000-08 FUNDED AMT: \$500,000 (P00064) ER2D730000-09 FUNDED AMT: \$979,000 ER2D730000-10 (P00066) FUNDED AMT: (\$200,000) (P00067) ER2D730000-11

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)

molalag

MODIFICATION P00068 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00067

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 fce(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds, the amount of funds currently obligated for fce; 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.

	 D. F	000.		0000
а :	JNs.	0001	and	$0002 \cdot$

(1) Amount Required for Full Funding:

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

 $(\nu)(\alpha)$ 

(3) Total Amount Allotted and Obligated:

**\$**\_440,100

\$ 437,946

(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: \$\\ 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\*

(b)(4)

- (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)

**CLIN 0001** 

MODIFICATION P00068 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00067

**QUANTITY** 

\$440,100

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:

**UNIT OF** 

NATIONAL STOCK

NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP	
contractor may propose chan (CAIV). Those changes whimplemented by the contractor the government. Changes whithout an equitable reduction demonstrates 1) a comparable the government, and 3) the changes	nich do not alter the Aer 10 working days after not hich alter the APS by rec on in the estimated cost gain in other performance ange does not alter the ov	n conforming to corostat Performance tice of intent specify ducing the requirem and schedule of the requirements, 2) serall estimated cost	st as an independent variable Specification (APS) may be ring the changes is provided to tents may only be undertaken the contract if the contractor such changes are acceptable to	
			ade on an incremental basis in	
	payment to cover the work	to be performed he	40,100 is presently allotted to ereunder until 30 Sep 99. The or CLIN 0001.	(b)(4)
to CLIN 0003 and available for the amount of the second se	obligated for Potential Fee	work to be performed (if applicable), for		(b)(4)
	PLANNED DATE OF FUNDING	AMOUNT	<u>CUMULATIVE</u>	

000671

Current Obligations (Jun 99)

(In Millions)

AMENDMENT OF SOLICITAT	TION/MODIFICAT	TION OF CONTRACT		ACT IN CODE	1   3	
2. AMENDMENT/MODIFICATION NO. P00069	3. EFFECTIVE DATE 24-Sep-2002	4. REQUISITION/PURCHASE RE	4. REQUISITION/PURCHASE REQ. NO.			
6.15 BY COD  SPACE AND MISSILE DEFENSE  DOON 1500  HUNTSVILLE AL 35807-3801	E W31RPD	7 ADMINISTERED BY (If other than item 6) CODE NONE  DOM TYNGSBORO PO BOX 688  TYNGSBORO MA 01879				
8. NAME AND ADDRESS OF CONTRACTOR (No., RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	Street, County, State and Zip	· · · · · · · · · · · · · · · · · · ·	9B. DATEI	OMENT OF SOL O (SEE ITEM 11) OF CONTRACT 08-C-0001 CD (SEE ITEM 13	ORDER NO.	
CODE 04164	FACILITY CODE	ES TO AMENDMENTS OF SOLICIT.	(∫30-Jan-199	98		
The above numbered solicitation is amended as set forth in Item  Ciffer must acknowledge receipt of this amendment prior to the (a) By completing Items 8 and 15, and returning or (c) By separate letter in telegram which includes a reference RECEIVED AT THE PLACE DESIGNATED FOR ITHE REC REJECTION OF YOUR OFFER. If by virtue of this amendme provided each telegram or letter makes reference to the solicita	e hour and date specified in the soi copies of the amendment; (6) By: to the solicatation and amendmen EIPT OF OFFERS PRIOR TO TH int you desire to change an offer al	Library of the manufacture of the following acknowledging receipt of this amendment on e of the full with the manufacture of the manufacture of YOUR ACKNOWS (E HOUR AND DATE SPECIFIED MAY REsulted y submitted, such change may be made by	each copy of the of LEDOMENT TO P SULT IN y telegram in recter	ae.	oded	
12. ACCOUNTING AND APPROPRIATION DATA (I		control productive operating from and anto ap-				
See Schedule						
		DIFICATIONS OF CONTRACTS/OF DER NO. AS DESCRIBED IN ITEM				
A THIS CHANGE, ORDER IS ISSUED PURSUANT CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ORDER 'c, appropriation date, etc.) SET FORTH IN 17	R IS MODIFIED TO REFLI	ECT THE ADMINISTRATIVE CHAI	NGES (such as			
SUPPLEMENTAL AGREEMENT IS ENTE			<u></u>			
D.OTHER (Specify type of modification and authority     IAW FAR 52.232-22, Limitation of Funds and H-		-				
E. IMPORTANT: Contractor X is not,	is required to sign this do	ocument and return	copies to the iss	uing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) The purpose of this modification is to effect the folion. 1. Provide incremental funding in the amount of \$3. 2. Exercise a portion of CLIN 0009AB in the amount.	owing changes: 0,000 for performance of	CLIN 0003.	ntract subject n	natter		
All other terms and conditions remain unchanged a	nd in full force and effect.				73.	
Except as provided herein, all terms and conditions of the document 15A, NAME AND TITLE OF SIGNER (Type or print)		heretolure changed, remains unwhanged and t			rint)(b)(6) (b)	
15B. CONTRACTOR/OFFEROR 1	SC. DATE SIGNED				C. DATE SIGNED  24-Sep-2002	
(Signature of person authorized to sign)		(Signature of Contracting Officer	'}			
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	30-105	-04		STANDARD F Prescribed by G	ORM 30 (Rev. 10-83) SA	

000672

FAR (48 CFR) 53.243

#### 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)

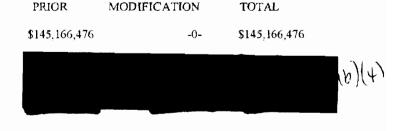
000673

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:

(1)	Amount Required	for Full Funding.
` ′	Including Fee(s):	0.

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



**CUMULATIVE** 

THIS

				DASG60-98-C-0001 P00069 Page 3 of 3
(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)
<b>(</b> 3)	Amount Separately Obligated				(b)(4)
(4)	for Payment for Target Fee: 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				

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

DELETE
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the Allotted Amount will cover:

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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

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MODIFICATION P00069 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00057

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

MODIFICATION P00069 TO CONTRACT DASG60-98-C-0001 PAGE 13B OF 49 PAGES PREVIOUS: MOD P00068

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) ER1D730100-06 FUNDED AMT: \$ 2,000,000 (P00052) ER1D730100-07 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)

FUNDED AMT: \$1,500,000 (P00055) ER2D730000-02 FUNDED AMT: \$1,500,000 (P00056) ER2D730000-03 FUNDED AMT: \$6,000,000 (P00060) ER2D730000-05 FUNDED AMT: \$2,998,000 (P00062) ER2D730000-07 FUNDED AMT: \$500,000 (P00063) ER2D730000-08 FUNDED AMT: \$500,000 (P00064) ER2D730000-09 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

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MODIFICATION P00069 TO CONTRACT DASG60-98-C-0001 PAGE 13C OF 49 PAGES PREVIOUS: MOD P00062

ACRN: AK

CUMULATIVE AMOUNT: \$85,000

ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123

REF: BMDO 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)

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)

\*NOT-TO-EXCEED (NTE)

MODIFICATION P00069 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00068

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

a.	CLI	Ns 0001 and 0002:		
	(1)	Amount Required for Full Funding:	\$ 437,946	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		1/4)
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	) ( t )
	(4)	Net Amount Required for Full Funding:	(\$ 2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI	Ns 0003 and 0004:		
υ.	(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		
	(3)	Amount Separately Obligated for Payment of Target Fee:		(4)(4)
	(4)	Total Amount Allotted and Obligated:	\$ <u>87,174,822*</u>	
	(5)	Net Amount Required for Full Funding:	\$ <u>57,991,654*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	15 Nov 02	
c.		Ns 0005 and 0006; BCLIN 0005AA		
			\$164,0 <u>11.800</u> *	
	(1)	Amount Required for Full Funding, Including Fee(s):	\$104,011.600	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$	
	(4)	Total Amount Allotted and Obligated:	\$	
	(5)	Net Amount Required for Full Funding:	\$ <u>164.011,800</u> *	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:		

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):

\$ 5,528,296

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

(3) Amount Separately Obligated for Payment of Fee:

94,894

(4) Total Amount Allotted and Obligated:

\$\_5,433,402

(5) Net Amount Required for Full Funding:

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

\*NOT-TO-EXCEED (NTE)

NOMENCLATURE

**CLIN** 0001

MODIFICATION P00069 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES

PREVIOUS: MOD P00068

QUANTITY

AUTHORIZED AS GFP

**CUMULATIVE** 

\$440,100

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:

UNIT OF

**ISSUE** 

NATIONAL STOCK

NO. (NSN)

PLANNED DATE OF FUNDING

Current Obligations (Jun 99)

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 s 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)

000681

**AMOUNT** 

(In Millions)

ALEMAN AS ANTON	TIONA CONTEST	HIAN AR SANTON 1 AT	I CONTRA	CT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITAT	HON/MODIFICAT	TION OF CONTRACT			1   2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE F	REQ. NO.	5. PROJECT N	O.(If applicable)
P00070	30-Oct-2002		-		
6 PBY COD	E W31RPD	7. ADMINISTERED BY (If other	r than item 6)	CODE	NONE
SPACE AND MISSILE DEFENSE		DCM TYNGSBORO	,	_	
		PO BOX 668			(,)
PO BOX 1500		TYNGSBORO MA 01879			( 7)
HUNTSVILLE AL 35807-3801					•
8. NAME AND ADDRESS OF CONTRACTOR (No.,	Street, County, State and Zig	p Code)	9A. AMENI	DMENT OF SOL	ICITATION NO.
RAYTHEON COMPANY					
180 HARTWELL ROAD			9B. DATED	(SEE ITEM 11)	
BEDFORD MA 01730-0000			101 1500	OF COLUMN 4 07	DODDER NO.
			X DASG60-9	OF CONTRACT 8-C-0001	OKDER NO.
		ŀ	10B. DATE	D (SEE ITEM 1:	3)
CODE 04164	FACILITY CODE		X 30-Jan-199	•	,
		ES TO AMENDMENTS OF SOLICE			
The above numbered solicitation is smended as set forth in liter			is extended,	is not exte	nded.
Offer must acknowledge receipt of this amendment prior to the	•	-			
<u> </u>	•	acknowledging receipt of this amendment or	-	Fer submitted;	
or (c) By separate letter or telegram which includes a reference	to the solicitation and amendmen	nt mumbers. FAILURE OF YOUR ACKNOY	WLEDGMENT TO E		
RECEIVED AT THE PLACE DESIGNATED FOR THE REC					
REJECTION OF YOUR OFFER. If by virtue of this amendment provided each telegram or letter makes reference to the solicite				•	
		exerces have to me opening from and once a	pecusar		
12. ACCOUNTING AND APPROPRIATION DATA (I	I required)				
See Schedule	( A DRY TEG OVER 14 TO A (O)	DIFFORM OF GOVERN A CONTRACTOR			
		DIFICATIONS OF CONTRACTS/C DER NO. AS DESCRIBED IN ITEM			
A.THIS CHANGE ORDER IS ISSUED PURSUANT				E IN THE	
CONTRACT ORDER NO. IN ITEM 10A.	10. (Speedy additionly) 11		,		
B.THE ABOVE NUMBERED CONTRACT/ORDER  c, appropriation date, etc.) SET FORTH IN IT				changes in paying	3
SUPPLEMENTAL AGREEMENT IS ENTE					
D.OTHER (Specify type of modification and authority	1)				
IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor X is not,	is required to sign this do	cument and return	copies to the issu	ing office.	
4. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by LICE sec	tion headings including solicitation/s	contract subject m	atter	
where feasible.)	Oit (Oiganized by CC1 sec	non nearings, melouing sometations	ond act subject in	unio:	
The purpose of this modification is to provide increment	mental funding in the amou	unt of \$1,500,000 for performance	of CLIN 0003.		
AH 41 4 A B B B B B B B B B B B B B B B B B B	_ 4. 4.14				
All other terms and conditions remain unchanged a	nd in full force and effect.				
except as provided herein, all terms and conditions of the document					minut)
5A. NAME AND TITLE OF SIGNER (Type or print)	4	KA NAME AND TITLEDECON	I KALLUNGI DEF	IL P.R. I. LVDC OF D	(L)
SD CONTENT CTOR (OPERAGE	50 DATE GLOVED				6C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	5C. DATE SIGNED				L. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Office	xer)		
EXCEPTION TO SF 30	30-105	-04			ORM 30 (Rev. 10-83
APPROVED BY OIRM 11-84				Prescribed by G	SA

000682

FAR (48 CFR) 53.243

### 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:				(6)(4)
(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	

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

DELETE ADD

Page 13B, Modification P00069 Page 13B, Modification P00070 Page 13Bi, Modification P00070

Page 14, Modification P00069 Page 14, Modification P00070 Page 21, Modification P00069 Page 21, Modification P00070

# **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) ER1D730100-07 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) FUNDED AMT: \$1,500,000 (P00056) ER2D730000-03 ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060) ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062) FUNDED AMT: \$500,000 (P00063) ER2D730000-08 ER2D730000-09 FUNDED AMT: \$500,000 (P00064) FUNDED AMT: \$979,000 (P00066) ER2D730000-10 FUNDED AMT: (\$200,000) (P00067) ER2D730000-11

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)

# **RAYTHEON COMPANY**

MODIFICATION P00070 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES ADDED: MOD P00070

ACRN:

ΑT

**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:

ΑJ

**CUMULATIVE AMOUNT:** 

\$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON:

NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

MODIFICATION P00070 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00069

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	$0002 \cdot$

(1) Amount Required for Full Funding:

\$ 437,946

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

(4)(4)

(3) Total Amount Allotted and Obligated:

\$ 440,100

(4) Net Amount Required for Full Funding:

(\$<u>2,154</u>)

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

30 Sep 99

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:

(b)(4)

(4) Total Amount Allotted and Obligated:

\$ 88,674,822\*

Net Amount Required for Full Funding:

\$ 56,491,654\*

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

02 Dec 02

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)

# RAYTHEON COMPANY

**CLIN 0001** 

MODIFICATION P00069 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00068

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. <u>INCREMENTAL FU</u>	NDING OF THE CONTR	ACT:						
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 sobligated for Potential Fee for a total amount of for CLIN 0001.								
c. Pursuant to the LIMITATION OF FUNDS clause, the sum of is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 2 Dec 02. The amount of is obligated for Potential Fee (if applicable), for a total amount of CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:								
	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE					

000687

Current Obligations (Jun 99)

(In Millions)

\$440,100

AMENDMENT OF SOLICITATI	ON/MODIFICAT	ION OF CONTRACT		CONTRO	CL ID CODE	PAGE OF	PAGES 2
2. AMENDMENT/MODIFICATION NO. P00071	3. EFFECTIVE DATE 18-Nov-2002	4. REQUISITION/PURCHASE I	. NO.	5. PROJECT N	O.(If applica		
6. ISC "O BY CODE  SPACE AND MISSILE DEFENSE  PO BOX 1500 HUNTSVILLE AL 35807-3801	W31RPD	7. ADMINISTERED BY (If other DCM TYNGSBORO PO BOX 698 TYNGSBORO MA 01879	er tha	un item 6)	CODE	NONE	(b)/k
8. NAME AND ADDRESS OF CONTRACTOR (No., Su RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	rect, Courty, State and Zip	Cinke)	x	9B. DATED 10A. MOD. DASG60-9	OMENT OF SOL (SEE ITEM 11) OF CONTRAC' 8-C-0001 D (SEE ITEM 1	WANTER N	
CODE 04164	FACILITY CODE		x	30-Jan-199	•		
11. TH The above numbered solicitation is unrended as set forth in Item (		TO AMENDMENTS OF SOLICI	TAT	TONS			
Offer must acknowledge receipt of this amondment prior to the he  (a) By completing Renue 8 and 15, and returning co- or (c) By separate letter or telegram which includes a reference to RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIT REJECTION OF YOUR OFFER. If by virtue of this amendment provided each telegram or letter makes reference to the solicitation	pies of the amendment; (b) By a the soficitation and amendment PT OF OFFERS PRIOR TO THE you desire to change an offer alr	cknowledging receipt of this amendment or numbers FAILURE OF YOUR ACKNOW BHOUR AND DATE SPECIFIED MAY Ready submitted, such change may be made	n each WLEI II:SUI hy to	n copy of the off DGMENT TO B UT IN Hegrum or letter,	В		
12. ACCOUNTING AND APPROPRIATION DATA (If r	equired)						
See Schedule							
		OFFICATIONS OF CONTRACTS/OFFICER NO. AS DESCRIBED IN ITER	-				
A THIS CHANGE ORDER IS ISSUED PURSUANT T CONTRACT ORDER NO. IN ITEM 10A.					E IN THE		and the state of t
B. THE ABOVE NUMBERED CONTRACT/ORDER I	M 14, PURSUANT TO T	HE AUTHORITY OF FAR 43.103		GES (such as	changes in paying	,	
SUPPLEMENTAL AGREEMENT IS ENTER	ED INTO PURSUANT TO	O AUTHORITY OF:					
X D.OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor X is not,	is required to sign this doc	cument and return	υση	pies to the issu	ing office.		
DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.)     The purpose of this modification is to provide increme All other terms and conditions remain unchanged and	ental funding in the amou			•	atter		
Except as provided herein, all tents and conditions of the document re 15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR		neretofore changed, remains unchanged an GA. NAME AND TITLE OF CON			ICER (Type or p	im) (b)(4) c. dates	(b)
(Signature of person authorized to sign)		(Signature of Contracting Office	cr)	-TA			
EXCEPTION TO SF 30	30-105	ΩA			STANDARD F	DRM 30 (R)	ev 10-83)

APPROVED BY OIRM 11-84

Prescribed by GSA FAR (48 CFR) 53.243

# 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 FU

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:

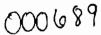
# CLINs 0003 and 0004;

CDI		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-()-	\$145,166,476	1. 1/1.5
(2)	Amount Allotted under the LOF Clause for Payment of Target Costs:				(6)(4)
(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	
<b>(</b> 6)	Estimated Period of Performance	2 Dec 02		31 Dec 02	

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

DELETE ADD

Page 13Bi, Modification P00070 Page 14, Modification P00070 Page 21, Modification P00070 Page 13Bi, Modification P00071 Page 14, Modification P00071 Page 21, Modification P00071



# **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)

\*NOT-TO-EXCEED (NTE)

**MODIFICATION P00071 TO** CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00070

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

a.	CLI (1)	Ns 0001 and 0002: Amount Required for Full Funding:	\$ 43 <u>7,946</u>
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	
	(3)	Total Amount Allotted and Obligated:	\$ 440,100 (b)(4)
	(4)	Net Amount Required for Full Funding:	(\$ 2,154)
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.		Ns 0003 and 0004: Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:	$  _{t, \times t}$
	(3)	Amount Separately Obligated for Payment of Target Fee:	(6)(4
	(4)	Total Amount Allotted and Obligated:	\$ 90,174,822*
	(5)	Net Amount Required for Full Funding:	\$ <u>54,991,654*</u>
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	31 Dec 02
C.		Ns 0005 and 0006: <u>BCLIN 0005AA</u> Amount Required for Full Funding, Including Fee(s):	\$1 <u>64,011,800</u> *
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$0-
	(4)	Total Amount Allotted and Obligated:	\$
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *
'-ТО-	(6) <b>EXC</b>	Estimated Period of Performance the Allotted Amount Will Cover:  EED (NTE)	

**CLIN 0001** 

MODIFICATION P00071 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00070

\$440,100

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:

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. <u>INCREMENTAL FU</u>	NDING OF THE CONTRA	.CT:						
a. It is expected the accordance with the LIMITAT		scal year will be r	made on an incremental basis in					
b. Pursuant to the Limitation of Funds clause, the sum of s presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of solding soldi								
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 bereunder until 31 Dec 02. The amount of sobligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:								
	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE					
		(In Millions	)					

000692

Current Obligations (Jun 99)

AMENDMENT OF SOL	CITATI	ON/MODIFICAT	ION OF CONTRACT		I. CONTR	ACT ID CODE	PAGE OF PAGES
ALITHA CONTRACTOR NO		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE I	DEC N	<u> </u>	S PROJECT N	1 3 IO.((f applicable)
, AMENDMENT/MODIFICATION NO. 200072		25-Nov-2002	4, REQUISITION/PURCHASE	CEQ.	10.	3. PROJECT N	O.(11 applicable)
ISSUED BY	CODE	W31RPD	7. ADMINISTERED BY (If billion	er than	item 6)	CODE	NONE
US ARMY SPACE AND MISSILE DEFENSE			DCM TYNGSBORO PO BOX 568				
230~33~405 PO BOX 1800 HUNTSVILLE AL 35807-3801	(b)(6)		TYNGEBORO MA 01878				
NAME AND ADDRESS OF CONTRACT	OR (No., So	rect, County, State and Zig	Cade)	9.	A, AMEN	DMENT OF SOL	ICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD			,	91	B. DATED	(SEE ITEM 11)	
BEDFORD MA 01730-0000				x [	DA MOD. DASG60-9	OF CONTRACT 8-C-0001	T/ORDER NO.
						D (SEE TEM 1	J)
DDE 04164		FACILITY CODE	TO AMENDMENTS OF SOLICE		0-Jan-199 NS	<del>_</del>	
The above numbered solicitation is amended as set				_	extended.	19 not extel	nded.
Offer must acknowledge receipt of this amendmen					•		
(a) By completing forms 8 and 15, and neuming			knowledging receipt of this amendment or			ंच gubroizhed;	
or (c) By separate letter or relegram which includes						E	
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by wirthe of the						•	
provided useh tologram or letter makes reference to					,		
ACCOUNTING AND APPROPRIATION	DATA (If n	equired)					
See Schedule							
			IFICATIONS OF CONTRACTS/C ER NO. AS DESCRIBED IN ITEN		LS,		
A.THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO IN ITEM 10	RSUANT T				ARE MAI	DE IN THE	
B.THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FO	ETH IN ITE	M 14, PURSUANT TO TI	HE AUTHORITY OF FAR 43,103		such as	changes in paying	1
C.THIS SUPPLEMENTAL AGREEMENT Mutual Agreement	is antere	D INTO PURSUANT TO	AUTHORITY OF:				
D.OTHER (Specify type of modification an	authonity)						
IMPORTANT: Contractor is no	ı X	is required to sign this doc	ument and return 1	copie	s to the iss	uing office.	
DESCRIPTION OF AMENDMENT/MOD where feasible.) The purpose of this modification is to effe		. •	on headings, including solicitation	contrac	el subject m	natter	_
	Ct the follow	ving Clariges.	(b)(4)				
	Cooling Lo	(the eastwell	(5)(1)				
, Provide replacement DD 254 listed in							
. Decrease incremental funding in the a							
. All other terms and conditions remain	unchanged	and in full force and eff	ect.				
enter provided bearin, all terms and conditions of the	र्वक्रत्यक्ताताः । विक	renoed in New 9A or 10A, as he	cetatata estuaren reamine arepartea ara	in քան ն	ouce and offe		
		·				1 07	inc <i>j</i>
		) \					C. DATE SIGNED
		E					DEC 0 9 2002
CEPTION TO 8F 30		30-105					ORM 30 (Rev. 10-83)
PROVED BY OIRM 11-84		(b)(6)				G(R12 04) 2AR1	8A 31 241

000693

e · 4

	AMENDMENT OF SOLICIT	AT. VMODIF	ICATION OF CONTRACT	<u> </u>	I. CONTRACT II	D CODE	PAGE OF	F PAGES
2	AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	O.(II applic	ab <b>le</b> )
F	P00072	25-Nov-2002						
6.	ISSUED BY CODE	W31RPD	7. ADMINISTERRO BY (If other than item 6)		CÓI	B NONE		
	IN A DRIVY SOUTS AND MASSILE DEFENSE COMMAN	b)(6)	DCM TYINGSBORO PO BOX 688 TYINGSBORO MA 01879					
	PO BOX 1600 HUNTSVILLE AL 35807-3801							
8.	NAME AND ADDRESS OF CONTRACTOR (N RAYTHEON COMPANY 180 HARTWELL ROAD	lo., Street, County, State	and Zip Code)	_	9A. AMENDME		CITATIO	N NO.
	BEDFORD MA 01730-0000				9B. DATED (SE		ODINÉB A	NO.
					DASG60-98-C- 108. DATED (S	0001		<del></del>
a	ODE 04164	FACILITY COD	E		20-Aug-1998			
Γ	1		APPLIES TO AMENDMENTS OF SOLICE	TAT	ION8			
Ī	The above numbered solicitation is amended as set forth in	Resn 14. The hour and date	specified for receipt of Offer		u autended,	js pot extend	loct.	
	<ul> <li>Offer must ecknowledge receipt of this emendment prior to</li> </ul>	o the hour and date specified	in the solicitation or an amended by case of the follow	ving D	etbods:	_		
	(a) By completing items 8 and 15, and returning		t; (b) By acknowledging receipt of this amendment or			mitted:		
	or (c) By separate letter or telegram which includes a refer RECRIVED AT THE PLACE DESIGNATED FOR THE R							
	REJECTION OF YOUR OFFER. If by virtue of this emen							
	provided each telegram or letter nakes reference to the sol	icitation and this amendment.	, and is received prior to the opening hour and date of	peoi <b>fic</b>	<u> </u>			
12	ACCOUNTING AND APPROPRIATION DATA See Schedule	(If required)						
			O MODIFICATIONS OF CONTRACTS/C CT/ORDER NO. AS DESCRIBED IN ITEM					
	A THIS CHANGE ORDER IS ISSUED PURSUA CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify suthe	ority) THE CHANGES SET FORTH IN ITI	EM 1	4 are made i	N THE		
	B. THE ABOVE NUMBERED CONTRACT/OR office, appropriation date, etc.) SET FORTH IN				ES (such as chan	ges in paying		
X	C. THIS SUPPLEMENTAL AGREEMENT IS EX	_	ANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and author	ority) 						
Ĕ.	IMPORTANT: Contractor is not,	x is required to sign	this document and return 1	copi	es to the issuing	office.		
	DESCRIPTION OF AMENDMENT/MODIFICA where feasible.) The purpose of this modification is to effect the f		CF section headings, including solicitation/o	contra	ct subject matter			
1			(b)(4)					
2	Provide replacement DD 254 listed in Section	J of the contract.						
3	Decrease incremental funding in the amount	of \$521,400 for perform	mance of CLIN 0003.					
4	. All other terms and conditions remain unchan	ged and in full force ar	nd effect.					
Bw	ept as provided herein, all terms and conditions of the docum	ent referenced in Item 9A or	IOA as heretokore chanced remains serchanced and	j in Kal	I force and effect			
	A NAME AND TITLE OF SIGNER (Type or print	_	164 NAME AND TITLE OF CONT			R (Two or pri	nt)	
	,	,						
15	B. CONTRACTOR/OFFEROR	15C. DATE SIGNED					. DATE 8	SIGNED
_	(Signature of person authorized to sign)						-Dec-20	02
	CEPTION TO SF 30 PROVED BY OIRM 11-84	<u> </u>	90-105-04 (b)(6)			ANDARD FO		lev. 10-83)
-			, , , ,			R (48 CFR) 53		

# 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) 7 Nov 02 6

Rev. 5

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
(l)	Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2)	Amount Allotted under the LOF	(b) (4)		
` ′	Clause			
	for Payment of Target Costs:			
(3)	Amount Separately Obligated			
	for Payment for Target Fee:			
(4)	Total Amount Allotted	\$ 90,174,822	(\$ 521,400)	\$ 89,653,422
	and Obligated:			
(5)	Net Amount Required for	\$ 54,991,654	\$ 521,400	\$ 55,513,054
	Full Funding:			
(6)	Estimated Period of Performance	31 Dec 02		24 Dec 02
	the Allotted Amount will cover:			

AW	ARD/CONTRACT		CONTRACT	4 A AATTO JUDGE COT JOSE	-	00-A2	P+ 00 BH	14
	and Mark   Mark		ETHE BAN		THE PERSON NAMED IN COLUMN TWO	W CHILL		
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### 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)

ERID/30100-0

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 50 5017 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) FUNDED AMT: \$1,500,000 (P00056) ER2D730000-03 FUNDED AMT: \$6,000,000 (P00060) ER2D730000-05 ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062) FUNDED AMT: \$500,000 (P00063) ER2D730000-08 ER2D730000-09 FUNDED AMT: \$500,000 (P00064) FUNDED AMT: \$979,000 (P00066) ER2D730000-10 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)

\*NOT-TO-EXCEED (NTE)

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

a.	CLINs 0001 and 0002:	
	(1) Amount Required for Full Funding:	\$ <u>437,946</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(4)(4)
	(3) Total Amount Allotted and Obligated:	\$ <u>440,100</u>
	(4) Net Amount Required for Full Funding:	(\$2,154)
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.	CLINs 0003 and 0004: (1) Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	
	(3) Amount Separately Obligated for Payment of Target Fee:	(6)(4)
	(4) Total Amount Allotted and Obligated:	\$ 89,653,422*
	(5) Net Amount Required for Full Funding:	\$ <u>55,513,054*</u>
	(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):	\$ <u>164,011,800</u> *
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
	(3) Amount Separately Obligated for Payment of Target Fee:	\$
	(4) Total Amount Allotted and Obligated:	\$
	(5) Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	
T-TO-1	EXCEED (NTE) 000698	

NOMENCLATURE

**CLIN 0001** 

H-9.

**MODIFICATION P00072 TO** CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00071

**QUANTITY** 

**AUTHORIZED AS GFP** 

\$440,100

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

DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be

UNIT OF

**ISSUE** 

NATIONAL STOCK

NO. (NSN)

Current Obligations (Jun 99)

implemented by the contractor 10 working days after not the government. Changes which alter the APS by rec without an equitable reduction in the estimated cost demonstrates 1) a comparable gain in other performance the government, and 3) the change does not alter the ov however, shall the contractor propose to reduce or alter to of the APS.	ducing the requirements and schedule of the requirements, 2) such erall estimated cost of the	may only be undertaken contract if the contractor changes are acceptable to the program. In no event,	
H-10. INCREMENTAL FUNDING OF THE CONTR	ACT:		
a. It is expected that allotments within each faccordance with the LIMITATION OF FUNDS clause.	ăscal year will be made	on an incremental basis in	
b. Pursuant to the Limitation of Funds clau CLIN 0001 and available for payment to cover the work amount of sobligated for Potential Fee for a total amount	to be performed hereu	is presently allotted to inder until 30 Sep 99. The LIN 0001.	(b)(4)
c. Pursuant to the LIMITATION OF FUNDS of to CLIN 0003 and available for payment to cover the value of the amount	work to be performed be (if applicable), for a to	al amount of	(b)(4)
PLANNED DATE <u>OF FUNDING</u>	AMOUNT	<u>CUMULATIVE</u>	
	(In Millions)		

MODIFICATION P00072 TO CONTRACT DASG60-98-C-0001 PAGE 47 OF 49 PAGES PREVIOUS: MOD P00052

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

# SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAG	EŞ
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 5	7 Nov 02	6	1
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List &	12 Oct 99	29	
Data Item Nos. A001, A0008, A0011, A013, A18 & A021	1 Sep 00	6	
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2	16 Nov 00	12	
With Attachment A	16 Nov 00	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	
	29 Jun 92	16	
incorporated herein by reference.  Upon request, the Contracting Officer will provide.	(b)(7)(E)		(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	
hereto by reference and previously furnished.	Aug 2000	70	(b)(3)(A)

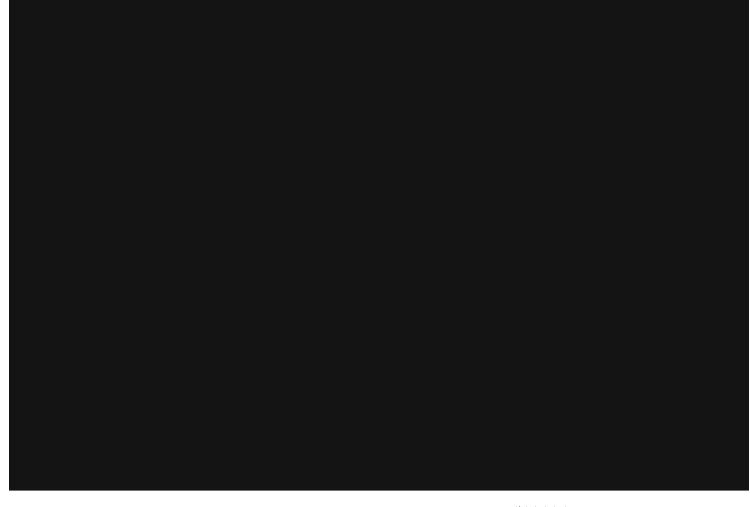
#### 1. CLEARANCE AND SAFEGUARDING DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <u>(b)(7)(E))</u> (The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort) 8. FÁCILITY CLEARANCE REQUIRED: b. LEVEL OF SAFEGUARDING REQUIRED: THIS SPECIFICATION IS FOR: (X and complete as applicable) 3. THIS SPECIFICATION IS: (X and complete as applicable) a. PRIME CONTRACT NUMBER Date (YYMMDD) a. ORIGINAL (Complete date in all cases) DA\$G60-98-C-0001 980113 $\wedge$ **b. SUBCONTRACT NUMBER** b. REVISED (Supercedus all previous speci) Revision No. Date (YYMMDD) Х 5 20021107 c. SOLICITATION OR OTHER NUMBER Date (YYMMDO) Due Date (YYMMDD) c. FINAL (Complete item 5 in all cases) 4. IS THIS A FOLLOW-ON CONTRACT? [X ] YES [] NO, If yes, complete the following Classified material received or generated under \_\_\_DASG60-96-C-0190 (Preceding Contract Number) is transferred to this follow-on contract 5. IS THIS A FINAL DD FORM 254 [ ] YES [ X] NO, If yes, complete the following: In response to the contractors request deted. \_, retention of the identified classified material is authorized for a period of: 8. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code) a. NAME, ADDRESS, AND ZIP b. CAGE CODE C. COGNIZANT SECURITY OFFICE (Name. Address, and Tip Code) Raytheon Company Northeast Region DSS dba Raytheon Systems Company 04164 Bames Building 180 Hartwell Road 495 Summer Street Bedford, MA 01730 Baston, MA 02210-2192 7. SUBCONTRACTOR b. CAGE CODE a. NAME, ADDRESS, AND ZIP C. COGNIZANT SECURITY OFFICE (Home, Address, and Zip Code) UAL PERFORMANCE B. \_JCATION **b. CAGE CODE** C. COGNIZANT SECURITY OFFICE (Name. Address. and To Code) SAME AS BLOCK 8a SEE BLOCK 13 - REMARKS, FOR ADDITIONAL PERFORMANCE LOCATIONS 9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Conduct Advanced Studies Concerning Aerostat Applications for Cruise Missile Defense YES YES 10 THIS CONTRACT WILL REQUIRE ACCESS TO NO 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: I.COMMUNICATIONS SECURITY (COMSEC) INFORMATION a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY & RESTRICTED DATA 6. RECEIVE CLASSIFIED DOCUMENTS ONLY 6. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION C. RECEIVE AND GENERATE CLASSIFIED MATERIAL d. FORMERLY RESTRICTED DATA d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE I. INTELLIGENCE INFORMATION . PERFORM SERVICES ONLY (1) Sensitive Comparemented Information (SCI) I. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S., POSSESSIONS AND TRUST TERRITORIES (2) Non-SCI & BE AUTHORIZED TO LOTE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER IDITICI OR OTHER SECONDARY DISTRIBUTION CENTER L SPECIAL ACCESS INFORMATION A. REQUIRE A COMSEC ACCOUNT IL NATO INFORMATION IN HAVE TEMPEST REQUIREMENTS II. FOREIGN GOVERNMENT INFORMATION I HAVE OPERATIONS SECURITY KOPSECI REQUIREMENTS I LIMITED DISSEMINATION INFORMATION k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE CIAL USE DNLY INFORMATION 1. OTHER (specify) SEE BLOCK IS REMARKS

12. PUBLIC RELEASE, Any informatio, by the National industrial Security Program Operating M releases shall be submitted for approval prior to release.	fanual or unfess it has been app	ining to this contract shall not proved for public release by app	relessed for public dissemination except as provided ropriate U.S. Government authority. Proposed public
Attn: \$ P. O. 8	Commander, U.S. Army Space SMDC-PA ox 1500 ille, AL 35807-380 i	and Missile Defense Commend	d
to the Directorate for Freedom of Information and Secure In the case of non-DoD User Agencies, requests for dis			lic Affairs)* for review.
	ead and encouraged to provide recommend dance to the official identified below. Pand	ad changes: to challenge the guidunes of t ing (ina) decision, the information involved	eduscritistica easigned to any information or material tutaled or generated at the clussification assigned or the first term of classification assigned or
SEE ATTACHED PAGES			
14. ADDITIONAL SECURITY REQ	UIREMENTS, Requirement	nis, in addition to NISPOM requirements,	are established for this construct. (X ) YES ( ) NO
			rvide a copy of the requirements to the cognizant security office. Use Item 13 If
			SEE BLOCK 13, REMARKS (b)(7)(E)
15. INSPECTIONS, ELEMENTS OF THIS CONTRACT identity specific areas or elements curved out and the activity responsible for its contract curves.			OFFICE. 8/ yes. explain and [] YES [X] NO
16. CLASSIFICATION AND SIGNATURE. classified information to be released or gen below.	Security requirements erated under this classi	stated herein are comp fied effort. All questio	elete and adequate for safeguarding the ns shall be referred to the official named
8. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	:	c. TELEPHONE (Include Area Code)
(b)(6) d. ADDRESS (Include Zip Code)	<u></u>	_ 17. REQUIRED DIST	(b)(6)
JLENS Project Office,		(X) a. CONTRACTOR ( ) b. SUBCONTRACTO	DR .
ATTN: SFAE-AMD-JLN, P.O. Box 150 Huntsville, AL 35807-3801	00	[ ] d, u.s. activity respo	Y OFFICE FOR PRIME & SUBCONTRACTOR NSIBLE FOR OVERSEAS SECURITY ADMINISTRATION E CONTRACTING OFFICER ESSARY (TMO)
		_	
_	(b)(6)		
טט Form 254-E, Reverse, JAN	Oe v	00702	

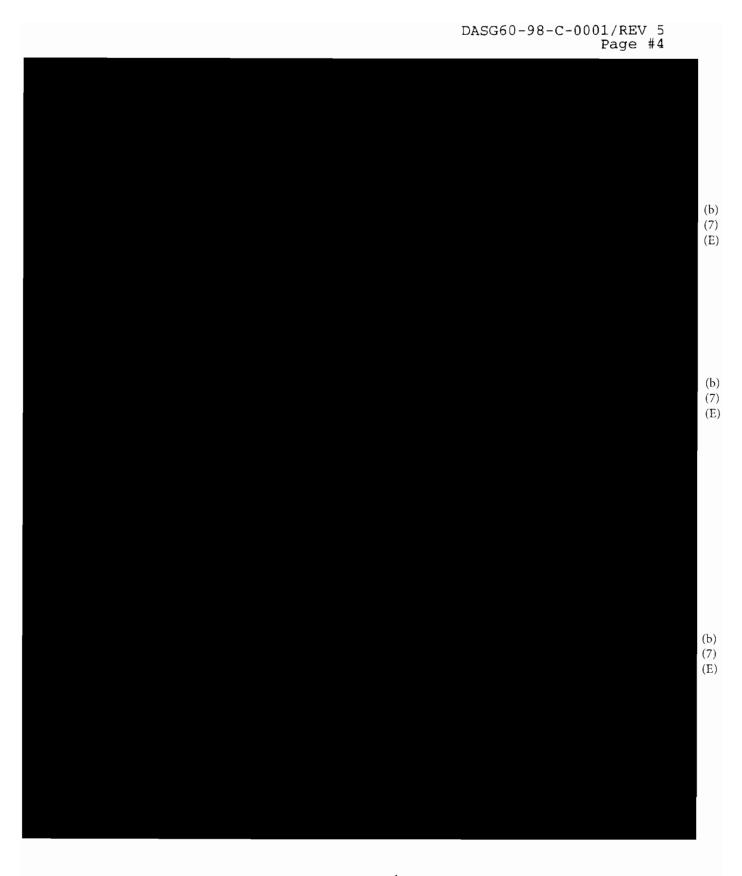
# ITEM 13 Continuation

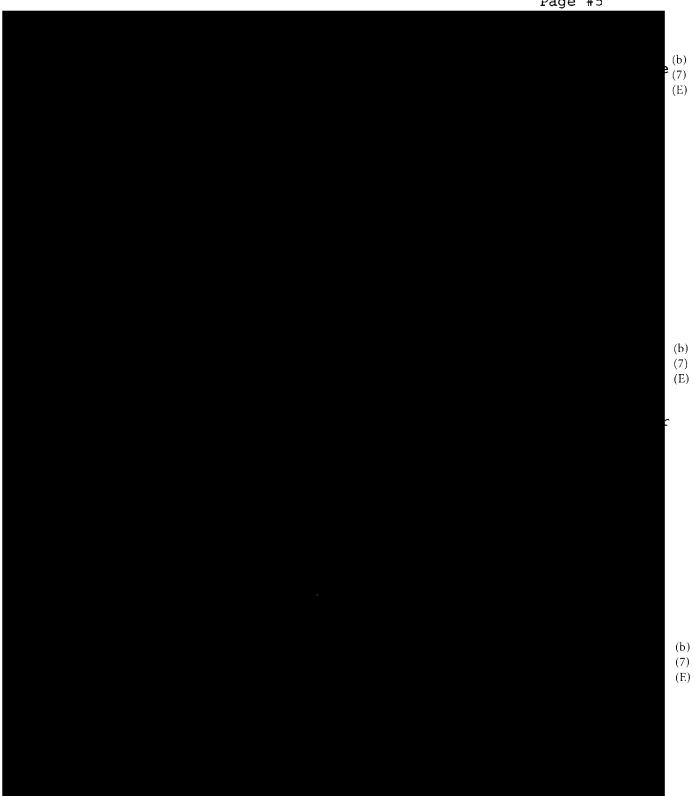
# REFERENCE BLOCK 8: Actual Performance Locations.

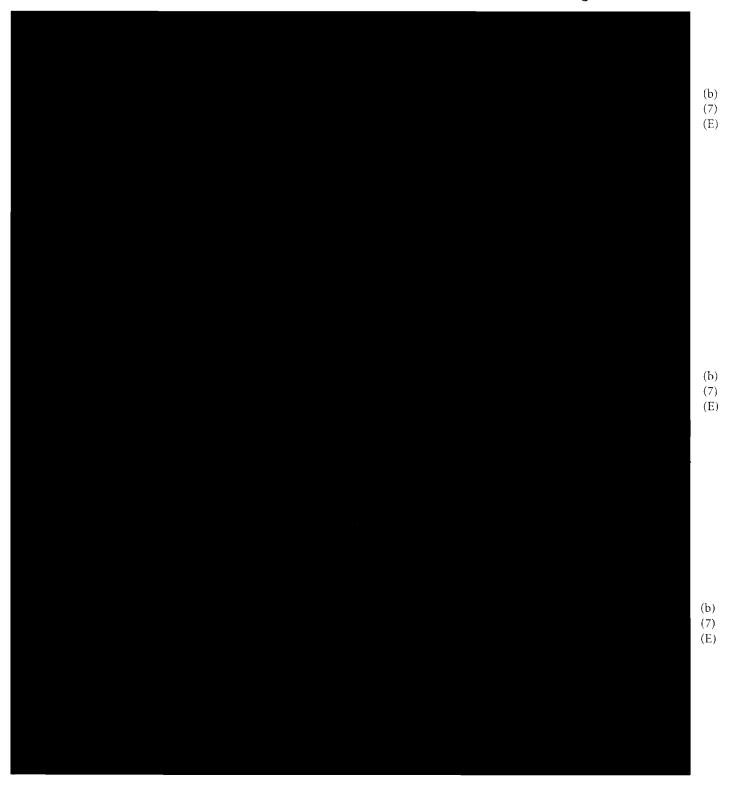
FACILITY	CAGE CODE	COGNIZANT SECURITY OFFICE
Raytheon Company Dba Raytheon Systems Co. 2175 Park Place P. O. Box 902 El Segundo, CA 90245	1CEX7	Defense Security Service Pacific Region, Southern Sector 3605 Long Beach Blvd, Suite 405 Long Beach, CA 90807-4013
Raytheon Company Dba Raytheon Electronic Systems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



(b)(7)(E)







	10000100100100	W.C. TION OF COURT A CT	! CONTRACT!	CODE	PAGE OF P	AGES
AMENDMENT OF SUI	LICITATION/MODIF	ICATION OF CONTRACT	_   v		1 1	9
AMENUMENT/MODIFICATION NO.	3. EFFECTIVE DATE	+ REQUISITION/FURCHASE REQ. NO.		3. PROJECT N	O (If applicable)	
00073	16-Dec-2002			ļ		
r gy cop	W31RPD	7 ADMINISTERED BY (If other than (lens 4)	CC	NONE		
HACE A MIREL E DEBENE COMMAND		PD BOX AND				
(b)(	6)	TYNGSBORO MA 01879				
FO BOX 1500 (D)(	(0)					
NAME AND ADDRESS OF CONTRACTOR (No.,	Street, County State and Zip Co	ode)	19A. AMENDMEN	IT OF SOLICIT	ATION NO.	
RAYTHEON COMPANY						
BEDFORD MA 01710-0000			9B DATED (SEE	ITEM (1)		
		<u> </u>	. IOA MOD OF C	ONTRACT/OR	DI'N NO	
		L	X DASG80-98-C-C			
			IOB. DATED (SE	ETEM 13)		
DDE 04164	IFACILITY CODE		X 20-Aug-1998			
The state of the s		ILY APPLIES TO AMENDMENTS OF SOLICITATIO		is not cateral		
The above numbered solicitation is smended as set for this liter Offer mast acknowledge receipt of this amendment prior to th		L	is extended,			
(a) By exempleting Huma 8 and 15, and returning	copies of the amendment; (	b) By acknowledging receipt of this amendment on each copy of the	offer submitted,			
or (r) By separate letter or usugrams which includes a reference RECEIVED AT THE PLACE DESIGNATED FOR THE RE	to the sufficiention and amendment pure	HOUR AND DATE SECURED LAND BEST TO BE				
REJECTION OF YOUR OFFER, if by virtue of this amends						
provided each telegram or biller makes reference to the solicity	tion and this amondment, and is received	prior to the opening hour and date specified.				
ACCOUNTING AND APPROPRIATION DATA (	frequired)					
See Schedule						
		Y TO MODIFICATIONS OF CONTRACTS/ORDER: RACT/ORDER NO. AS DESCRIBED IN ITEM 14.	<b>S</b> .			
A THIS CHANGE ORDER IS ISSUED PURSUAN		CHANGES SET FORTH IN ITEM 14 ARE MADE IN	THE			
CONTRACT ORDER NO. IN ITEM 194.						
B THE ABOVE MIMBERED CONTRACT/ORDE	R IS MODIFIED TO REFLECT	THE ADMINISTRATIVE CHANGES (such as change	es in naulnu			
uffice, appropriation date, etc.) SET FORTH IN	ITEM 14, PURSUANT TO TH	B AUTHORITY OF FAR 43,103(B).	e in baying			
C THIS SUPPLEMENTAL AUREEMENT IS ENT	ERED INTO PURSUANT TO	AUTHORITY OF:				
FAR 6.203-1  D OTHER (Specify type of modification and muthor	ilv)					
o Circle (Specify Type of Industrial Control	-77					
MPORTANT: Contractor 15 list.	X is required to sign	this document and return 1	eopies to the issuing of	Tice.		
DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF section	headings, including solicitation/contract subject matter				
where fessible.)						
,						
j date listed in block 108 of this modific	cation should read 30 Jan 98,					
						,
						1 k.
	kam 9A or IVA, as henesofo	re clampas, remains unclamped and so full force and affect.				7
	(b)(6)	)			(D)	)(b)
		•				
	C. DATE SIGNED	P		166	C. DATE SIGN	ED
					050 1 0	2002
finDiginic & become assume in 11843					<u>DEC 16</u>	
EPTION TO SF 10 ROVED BY OIRM 11-84		30-105-04		ANDARD FOR scribed by GSA	M 30 (Rev. 10-	R3)
no be et edan trat				R (48 CFR) 53.2	143	
			••••	-,		

MENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.		5. PROTECT NO (If applicable)
00073	16-Dec-2002			Į.
SSUED BY CODE	W31RPD	7. ADMINISTERED BY (If other than dem 6)		CODE NONE
R. TPACE & MISSUE DEFENSE COMMAND C. 00 UNITSVILLE AL 35807-3801		PO BOX 689 TYNGSBORO MA 01879		
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, State	e and Zip Code)	Т	9A. AMENDMENT OF SOLICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			_	9B. DATED (SEE ITEM 11)
			x	DA3G00-90-C-0001
			$\downarrow_{x}$	10B. DATED (SEE ITEM 13)
DE 04184	11. THIS ITEM ONLY	DE APPLIES TO AMENDMENTS OF SOLI		1207.08 1000
The above numbered solicitation is amended as set forth Offer must solknowledge receipt of this amendment prio (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR THI REJECTION OF YOUR OFFER. If by virtue of this am	or to the bour and date specifies copies of the amendment ference to the solicitation and the RECEIPT OF OFFERS PRICE sendment you desire to change	in the solicitation or as amended by one of the fol nt. (b) By acknowledging receipt of this amendment amendment numbers. FAILURE OF YOUR ACKN DR TO THE HOUR AND DATE SPECIFIED MAY am offer already submitted, such change may be may	on ear	ach copy of the offer submitted; EDGMENT TO BE ULT IN telegram or letter,
provided each telegram or letter makes reference to the ACCOUNTING AND APPROPRIATION DA		rt, and is received prior to the opening hour and dat	e speci	pified.
See Schedule	(m i migui bus)			
		TO MODIFICATIONS OF CONTRACTS		
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.				
C *****IS SUPPLEMENTAL AGREEMENT IS ************************************		UANT TO ACTROMITE OF.		
MPORTANT: Contractor is not,	X is required to sig	n this document and return 1	- 00	opies to the issuing office.
where feasible.) ee page 2  OTE: The date listed in block 10B of this ma	odification should read 3	30 Jan 98.		
ept as provided herein, all terms and conditions of the doc	ament referenced in Item 9A o	or 10A, as heretofore changed, remains unchanged	end in	full force and effect.
A NAME AND TITLE OF SIGNER (Type or pr	rint)	ALL NAME AND THE COLOR	מידוג	(h)
				16C, DATE SIGNED
3. CONTRACTOR/OFFEROR	15C. DATE SIGNED			16-Dec-2002
3. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) CEPTION TO SF 30	15C, DATE SIGNED	(Signature of Contracting Of	ficer)	16-Dec-2002 ) STANDARD FORM 30 (Rev. 10-8:



### 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:

Priced

				P0007 Page 3 of
	BASIC			
0013	Spiral 1 - COTS - Based System	1	Task	\$37,000,000
	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			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,	1	Lot	Not Separately

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

set forth in Part III, Section J, hereof.

A020, and A021 incorporated herein and attached as

- b. Paragraph B-12 is changed to read as follows:
- 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:

# TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:

a.	Target Cost:	\$ TBD
b.	Target Fce:	\$ TBD
c.	Minimum Incentive Fce:	\$ 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.

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: for the amount by which the total allowable cost is less than the target cost (b)(4)

until maximum fee is attained.

Overrun: Overrun:

until minimum fee is attained.

(b)(4)

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 for every dollar that the total allowable cost is less than the target cost or decreased by for every dollar that the total allowable

to target cost of decreased by a for every dollar that the total allowable (b)(4)

cost exceeds the target cost. In no event shall the fee be greater than the cost that target cost.

than 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.

- 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

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

# 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:

# g. CLINs 0013 and 0014:

1

(1)	Amount Required for Full Funding,	\$37,000,000*
	Including Fee(s):	
(2)	Amount Allotted under the LOF	TBD**
	Clause for Payment of Target Costs:	
(3)	Amount Separately Obligated	TBD**
	for Payment for Target Fee:	
(4)	Total Amount Allotted	TBD**
	and Obligated:	
(5)	Net Amount Required for	TBD**
` /	Full Funding:	
(6)	Estimated Period of Performance	TBD**
. ,	the Allotted Amount will cover:	

\*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:

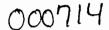
CLIN 0013	Current Obligations	TBD*
	FY 03	TBD*
	FY 04	TBD*
	FY 05	TBD*

- \* 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:

- (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



- (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:

and

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;
  - (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.

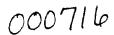
# 5. SECTION J – LIST OF ATTACHMENTS:

Section J is changed as shown below:

TITLE	DATE	# OF PAGES
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:

DELETE	ADD
	Page 3Ai, Modification P00073
Page 7, Modification P00051	Page 7, Modification P00073
	Page 7A, Modification P00073
Page 10, Modification P00034	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



MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 3Ai OF 49 PAGES ADDED: MOD P00073

BA	CI	$\boldsymbol{C}$
DA	ŊΙ	C

	BASIC			
0013	Spiral 1 - COTS - Based System	1	Task	\$37,000,000
	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			NTE*
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line	1	Lot	Not Saparately
	Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.			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

<sup>\*</sup>Not-to-Exceed (NTE) subject to downward negotiations only.

**MODIFICATION P00073 TO** CONTRACT DASG60-98-C-0001 PAGE 7 OF 49 PAGES PREVIOUS: MOD P00051

- 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:

for the amount by which the total allowable cost is less than the

(b)(4)

target cost

until maximum fee is attained.

**MODIFICATION P00073 TO** CONTRACT DASG60-98-C-0001 **PAGE 7A OF 49 PAGES** 

ADDED: MOD P00073

cost

Overrun: for the amount by which the total allowable cost exceeds the target

(b)(4)

(b)(d)

FAR 52.216-10 INCENTIVE FEE

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

until minimum fee is attained.

(e) Fee payable. (1) The fee payable under this contract shall be the

target fee

increased by tents for every dollar that the total allowable cost is less

than the target cost or decreased by cents for every dollar that the total

allowable

cost exceeds the target cost. In no event shall the fee be greater than less

than f the target cost.

#### 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.

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 10 OF 49 PAGES PREVIOUS: MOD P00034

#### 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. <u>DATA AND REPORTS:</u> The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

#### F-3. PLACE AND METHOD OF DELIVERY:

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

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 10A OF 49 PAGES ADDED: MOD P00073

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

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

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 11A OF 49 PAGES ADDED: P00073

<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

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)

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001
PAGE 15 OF 49 PAGES
PREVIOUS: MOD P00051

#### d. CLINs 0011 and 0012:

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558</u>	<u>,000</u> *
(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:	\$ <u>41,558</u>	, <u>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:	\$TBD**
(3)	Amount Separately Obligated for Payment of Target Fee:	\$TBD**
(4)	Total Amount Allotted and Obligated:	\$ <u>TBD**</u>
(5)	Net Amount Required for Full Funding:	\$TBD**
(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:



(1)(4)

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 17 OF 49 PAGES PREVIOUS: MOD P00045

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)		
0005 <b>AA</b>	NLT 30 Dec 00	
0005AB	NLT 30 Dec 02	
0005AC	NLT 30 Jun 03	
CLINs 0007/0008 (OPTION II)		
0007 <b>AA</b>	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 will be used to exercise (b)(4) CLIN 0009, if it is exercised incrementally.

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 20 OF 49 PAGES PREVIOUS: BASIC CONTRACT

- 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.

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 22 OF 49 PAGES PREVIOUS: MOD P00034

	PLANNED DATE OF FUNDING	<u>AMOUNT</u>	CUMULATIVE
		(In Millions)	
CLIN 0003	Current Obligations (Oct 99) FY 00 FY 01 FY 02 FY 03 FY 04 FY 05	16.0000 17.5000 20.0650 20.0650 20.0650 20.040254	\$31,431,222
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 FY 03 FY 04 FY 05	TBD TBD TBD TBD	

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

MODIFICATION P00073
CONTRACT DASG60-98-C-0001
PAGE 31 OF 49 PAGES
PREVIOUS: BASIC CONTRACT

CLAUSE NUMBER	FAR <u>CITATION</u>	CLAUSE TITLE	DATE
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

#### 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.

MODIFICATION P00073 CONTRACT DASG60-98-C-0001 PAGE 31B OF 49 PAGES ADDED: P00073

- (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.

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

CLAUSE NUMBER	DFARS CITATION	CLAUSE TITLE	DATE
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

CLAUSE NUMBER	DFARS <u>CITATION</u>	CLAUSE TITLE	DATE
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.

### 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.

MODIFICATION P00073 TO CONTRACT DASG60-98-C-0001 PAGE 49 OF 49 PAGES PREVIOUS: P00051

TITLE	DATE	# OF PAGES
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

# 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

#### 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)

#### 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)

### 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.

(b)(7)(E)

All contractual

data items shall be delivered in electronic format on permitted media. The data shall be usable

(b)(3)(A)

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)

#### 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.

(b)(3)(A) (i)&Title

Performance analyses



10 Sec

130 (a) (b)

and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (13)

#### 3.4 Hardware

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

#### 3.5 Software

#### 3.5.1 Reuse

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

#### 3.5.2 Software Engineering Environment (SEE)

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

#### 3.5.3 Software Development

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

#### 3.5.4 Software Testing

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the

specific test cases and related test procedures. The government may participate in all software testing. (A015)(13)

#### 3.5.5 Software Version

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

(13)

#### 3.5.6 Corrective Action

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

#### 3.5.7 Management Indicators

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

#### 3.6 Deleted

#### 3.7 Interface Management and Integration

### (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)

#### 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 <u>system</u> preliminary design review and <u>system</u> critical design review at the contractor's facilities. (CDRL A014)(13)

#### 3.10.1.1 DR Entrance Criteria

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

#### 3.10.1.2 DR Exit Criteria

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

#### 4.0 RISK MITIGATION

#### 4.1 General

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

#### 4.2 Risk Mitigation Tasks

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

#### 5.0 TEST AND EVALUATION

#### 5.1 General

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

#### 5.2 Test Plans, Reports, and Reviews

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

#### 5.3 Component and Subsystem Testing

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

#### 5.4 Ground Testing

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

#### 5.5 System Tests/Demonstrations

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

engagements of representative targets. Testing shall be conducted

(b)(3)(A)

IAW approved test plans. (13)

### 5.6 Government Test Support

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

#### SPECIALTY ENGINEERING 6.0

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)

#### Communications 6.1.4

The contractor shall employ the government furnished T-1 data connections

of data for training, mission planning, performance analysis, data recording, hardware-in-the-loop (HWIL) testing, and simulations involving systems such as (13,15)

# 130 (a)(b) to facilitate the transfer

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

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(i)&Title

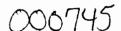
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#### 6.1.5 Logistics Information Data Base

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

#### 6.1.6 Training

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (13, 15)



#### 6.2 Product Assurance

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (13,15)

### 6.3 Environmental Management

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

#### 6.4 Configuration Management

The contractor shall implement and maintain configuration management control

(b) (3) (A)

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)

#### 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 engagement capability in support of 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 law 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 ILENS 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

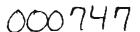
Mobile processing station derived from the JLENS development program

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, belium, 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, Roying 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.



#### 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.

#### CONTRACT DATA RESIREMENTS LIST

(1 Data Item)

Torm Approved OMB No. 0704-0188

reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other is collection of information in the collection of information and reports (0.701-0.188), 1215 Jefferson Davis Highway, Suite 1204, Aulington, VA 22202.4302. Respondents should be swere that notwithstanding any other flaw, no person shall be subject to any penetry for failing to comply with a collection information if it does not display or unrently valid OMB control number. Please IntURN your form to the above address. Send completed form to the Government lesuing Contracting Officer for the Contract/PR No. listed in Block E. L. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: 4, 6, 8, 10, 12, 14, 16 F. CONTRACTOR E. CONTRACT/PR NO. ). SYSTEM/ITEM DASG60-98-C-0001 **JLENS** Raytheon 17. PRICE GROUP 2. TITLE OF DATA ITEM 3, SUBTITLE DATA ITEM NO. Records of Meeting/Minutes Report A001 18. ESTIMATED . AUTHORITY (Date Acquisition Document No.) **5. CONTRACT REFERENCE** 6, REQUIRING OFFICE SOW Para 2.3, 2.6.2 **TOTAL PRICE** DI-ADMN-81505 SFAE-AMD-JLN 9. DIST STATEMENT 12. DATE OF FIRST SUBMISSION DISTRIBUTION . DD 260 REQ. 10. FREQUENCY REQUIRED LT As Required As Required b. COPIES 13. DATE OF SUBSEQUENT 11. AS OF DATE APP CODE ADDRESSEE As Required Draft A 6. REMARKS Develop and submit a detailed agenda 10 working days prior to the meeting tate. The agenda will include the list of expected government, contractor, ubcontractor, and IPT attendees. 'Rs: Four program reviews per year shall be conducted rotated among the ontractor facilities and the JLENS Project Office, Huntsville, AL. 'MR: Project Manager Reviews shall be conducted at the request of the overnment. The contractor will utilize video teleconference (VTC) to the naximum extent possible to conduct PMRs. T presentation material, including minutes and action items, shall be ra-A compliance TIMS will be held at the request of the government. VTCs ill be used to the maximum extent possible. ubmit data supporting JLENS Project Office demonstrating compliance with le current JTA-A standards including: compliance matrix, compliance matrix itionale and waivers where necessary. ubmit the minutes and list of attendees of each meeting within 5 working days fter meeting completion. The minutes shall include action items (contractor and government), the person responsible, and required completion date. 'ontractor format acceptable. Approval: G10/C10. Notify adderssee at e-mail address in block 14 when deliverable is placed in ectronic server. Letter of transmittal must be signed electronically. tegrated baseline Review (IBR) of restructured program shall be conducted 60 90 days after restructure modification signed by PCO. ). DATE 01 Oct 02

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