


ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

ACRN: A
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)



000251

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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 457,003	
(4) Net Amount Required for Full Funding:	\$ 1,025,000	
(5) Estimated Period of Performance the Allotted Amount Will Cover:	23 Sep 98	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823	
(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:	\$ 22,120,819	
(5) Net Amount Required for Full Funding:	\$ 73,855,004	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	22 Jan 99	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>	
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____	
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____	
(5) Total Amount Allotted and Obligated:	\$ _____	
(6) Net Amount Required for Full Funding:	\$ _____	
(7) Estimated Period of Performance the Allotted Amount Will Cover:		

000252

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$457,000 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 23 Sep 98. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$20,316,210 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 22 Jan 99. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000253

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. 22		3. EFFECTIVE DATE 98 DEC 14		5. PROJECT NO (If applicable)		
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND EMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE WJ31RPO	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6384 ANN ARBOR, CA 92818		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) M&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245 CODE _____ FACILITY CODE _____				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-88-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is amended, <input type="checkbox"/> is not amended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-15, "Stop Work Order"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D730100-01A See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. CONTRACT NUMBER (Type or print) M&R MAJOR PROGRAMS CONTRACTS		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		(b)(6)		
15C. DATE SIGNED 12-14-98		15D. SIGNATURE OF CONTRACTING OFFICER		(b)(6) dec 98		

REPTON TO SF 30
APPROVED BY OIRM 11-84

30-109-04

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

000254

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00022	PAGE 2 OF 2
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NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Based on the FY 99 Appropriation Act the amount of FY99 planned funding for Contract DASG60-98-C-0001 will not exceed \$8.5M. The Stop Work Order agreed to by Modification P00017 is extended through 30 Sep 99 and is expanded and clarified as follows:

- A. Stop all Work except for activities related to Roving Sands 99 and system/subsystem/sensor engineering to support sensor demonstration planning.
- B. Also Stop all work related to CDRLs except CDRLs A001, A005, A006, A016, A017, A019, A020. Work on these CDRLs is limited to report of Roving Sands activities.
- C. Within the work related to Roving Sands (RS) 99, priority shall be given to development of the JLENS Prototype Processing Station (PPS) and communication payload. This also includes effort for participation in the ASCIET 99 demonstration that is part of JLENS preparation for RS 99. This does not include planning or work towards TMDI 98.
- D. With respect to C. above, the performance schedule is as follows: The first of a series of technical reviews will be held in Dec 98. This review will be used by the government to determine the readiness of the PPS for participation in ASCIET 99. Final DRRs are scheduled for Feb 99 for ASCIET 99 and Apr 99 for RS 99.
- E. The government will continue to provide the 71M testbed and/or the 15M platform in FY 99 as GFE to support FY 99 exercises and demonstrations.
- F. The contractor shall participate in program reviews, such as monthly face-to-face PM level meetings, and make maximum use of VTC capability.
- G. Stop all effort associated with JLENS System Model (JSM).

The parties agree that the options for CLINs 0005/0006 and 0007/0008 are extended by the total period of time of the stop work orders issued under this contract, subject to an equitable adjustment, prior to their execution.

000255

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**

2. AMENDMENT/MODIFICATION NO.: **P00023** 3. EFFECTIVE DATE: **98 DEC 16** 4. REQUISITION/PURCHASE REQ. NO.: 5. PROJECT NO. (If applicable):

ISSUED BY: **A SPACE AND MISSILE DEFENSE COMMAND** CODE: **W31RPO** 7. ADMINISTERED BY (If other than item 6): **DEFENSE LOGISTICS AGENCY** CODE: **P. O. BOX 6364**
SMDC-CM-CN **HUNTSVILLE AL 35807-3801** **ANAHEIM, CA 92618**
PO BOX 1500

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code):
H&R COMPANY
2175 PARK PLACE

EL SEGUNDO, CA 90245

9A. AMENDMENT OF SOLICITATION NO:
9B. DATED (SEE ITEM 11):
X 10A. MOD. OF CONTRACT/ORDER NO.: **DASG80-96-C-0001**
X 10B. DATED (SEE ITEM 13): **30-Jan-1998**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SCHEDULE

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement "FAR 43.103(a)"
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Cage Code: 1CEX7
TIN: 04-2877414
Order No.: ER9D730100-01B
See Page 2

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

16A. NAME AND TITLE OF CONTRACTING OFFICER: **(b)(6)**

16B. DATE SIGNED: **12/16/98** BY: **(b)(6)** DATE SIGNED: **(b)(6)**

Signature of person authorized to sign: **(b)(6)** Signature of Contracting Officer: **(b)(6)**

000256

H&R COMPANY

MODIFICATION P00023 TO
CONTRACT DASG60-98-C-0001
PAGE 13A OF 49 PAGES
PREVIOUS: MOD P00021

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

000258

b. Key Personnel List:

NAME	POSITION
	

(b)(6)

H-15. PARTNERING FOR SUCCESS: In an effort to most effectively accomplish the objectives of this contract, the government, the contractor, and the contractor's major subcontractors propose to engage in the Partnering process. The objective of Partnering is the establishment of a commitment between government and industry to improve communications and avoid disputes. After award, the parties will decide whether or not to engage in the Partnering process. If the parties decide to engage in Partnering, the parties will also decide the aspects of Partnering most applicable to the performance of this contract. It is intended that the framework for the process will be the Army Space and Missile Defense Command Model Partnering Process. The establishment of a Partnering arrangement will not affect the legal responsibilities of or relationship of the parties and cannot be used to alter, supplement, or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

H-16. PROCUREMENT PRIOR TO CDR: The contractor is authorized to fabricate the items associated with the following prior to CDR:

- a. Fiber Optic Interface
- b. Communication Payload Infrastructure
- c. Weather Instruments

000259

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 99 JAN 20	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY A SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 5) DEFENSE LOGISTICS AGENCY P O BOX 6364 ANAHEIM, CA 92816	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D730100-02 See Page 2			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16. [Redacted] (b)(6)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 30-10-99	16C. DATE SIGNED 20 JAN 1999 (b)(6)	

APPROVED BY OIRM 11-84

30-10-99

Prescribed by GSA
FAR (48 CFR) 53.243

000260

RD FORM 30 (Rev. 10-83)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	DASG60-98-C-0001-P00024	2	OF 4

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0001 and 0002 (ACRN AA) of the contract, and

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund 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 to add the following:

a. CLINs 0001 and 0002:

ACRN: AA

ACCT CLASS: 2182030 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H
ORDER NO/PRON: ER8D730400-06 FUNDED AMOUNT: (\$9,503) MODIFICATION P00024

b. CLINs 0003 and 0004:

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-12 FUNDED AMOUNT: \$9,503 MODIFICATION P00024

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-02 FUNDED AMOUNT: \$5,257,000 MODIFICATION P00024

000261

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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:

a. CLINs 0001 and 0002:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding:	\$1,482,003	- 0 -	\$1,482,003
(2) Amount Allotted under the LOF Clause for Payment of Costs:	(b)(4)		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 457,003	(\$9,503)	\$ 447,500
(4) Net Amount Required for Full Funding:	\$1,025,000	\$9,503	\$1,034,503
(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):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b)(4)		(b)(4)
(4) Total Amount Allotted and Obligated:	\$22,120,819	\$5,266,503	\$27,387,322
(5) Net Amount Required for Full Funding:	\$73,855,004	(\$5,266,503)	\$68,588,501
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

000262

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00024	PAGE 4 OF 4
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NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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

DELETE	ADD
Page 13, Modification P00019	Page 13, Modification P00024
Page 13A, Modification P00023	Page 13A, Modification P00024
Page 14, Modification P00021	Page 14, Modification P00024
Page 21, Modification P00021	Page 21, Modification P00024

H&R COMPANY

MODIFICATION P00024 TO
CONTRACT DASG60-98-C-0001
PAGE 13A OF 49 PAGES
PREVIOUS: MOD P00023

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
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ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)

000264

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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 447,500	
(4) Net Amount Required for Full Funding:	\$ 1,034,503	
(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):	\$ 95,975,823	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	
(4) Total Amount Allotted and Obligated:	\$ 27,387,322	
(5) Net Amount Required for Full Funding:	\$ 68,588,501	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>	
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____	
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____	
(5) Total Amount Allotted and Obligated:	\$ _____	
(6) Net Amount Required for Full Funding:	\$ _____	
(7) Estimated Period of Performance the Allotted Amount Will Cover:		

000265

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$447,500 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$25,149,711 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000266

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. **9025** 3. EFFECTIVE DATE **27-Jan-1999** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

ISSUED BY **USA SPACE AND MISSILE DEFENSE COMMAND** CODE **W31RPO** 7. ADMINISTERED BY (If other than item 6) **DEFENSE LOGISTICS AGENCY** CODE
SMDG-CM-CN
PO BOX 1500
HUNTSVILLE, AL 35807-3801 **ANAHEIM, CA 92818**
P. O. BOX 6364

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
H&R COMPANY
2175 PARK PLACE

EL SEGUNDO, CA 90245
CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**
10B. DATED (SEE ITEM 13)
X **30-Jan-1998**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SCHEDULE

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

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

X D. OTHER (Specify type of modification and authority)
UNILATERAL: Contract Clause No. 71, "Limitation of Funds"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Cage Code: 1CEX7
TIN: 04-2977414
Order No.: ERBD730500-14
See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(Signature of person authorized to sign) _____ BY _____ 27-Jan-1999 (b)(6)
(Signature of Contracting Officer)

000267

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00025	2 OF 3

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK I4 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund 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 to add the following:

CLINs 0003 and 0004:

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-14 FUNDED AMOUNT: \$236,500 MODIFICATION P00025

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$27,387,322	\$236,500	\$27,623,822
(5) Net Amount Required for Full Funding:	\$68,588,501	(\$236,500)	\$68,352,001
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

000268

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00025	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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

DELETE
Page 13A, Modification P00024
Page 14, Modification P00024
Page 21, Modification P00024

ADD
Page 13A, Modification P00025
Page 14, Modification P00025
Page 21, Modification P00025

H&R COMPANY

MODIFICATION P00025 TO
CONTRACT DASG60-98-C-0001
PAGE 13A OF 49 PAGES
PREVIOUS: MOD P00024

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)

000270

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

a CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 447,500
- (4) Net Amount Required for Full Funding: \$ 1,034,503
- (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): \$ 95,975,823
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 27,623,822
- (5) Net Amount Required for Full Funding: \$ 68,352,001
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ _____
- (4) Amount Separately Obligated for Payment of Award Fee: \$ _____
- (5) Total Amount Allotted and Obligated: \$ _____
- (6) Net Amount Required for Full Funding: \$ _____
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000271

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED [REDACTED]

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

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

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

H-10 INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$447,500 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$25,366,766 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000272

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00026	PAGE 2 OF 2
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NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Modification P00024, first paragraph, is corrected to read: "WHEREAS, pursuant to the contract Clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and "

WHEREAS, the government elects to modify the Accounting and Appropriation Data for the purpose of making offsetting adjustments in the funds allocated, and

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H
ORDER NO.: ER9D730100-03 FUNDED AMT: (\$1,000,000) MODIFICATION P00026

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H
ORDER NO.: ER8D730500-15 FUNDED AMT: \$1,000,000 MODIFICATION P00026

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

DELETE
Page 13A, Modification P00025

ADD
Page 13A, Modification P00026

000274

H&R COMPANY

MODIFICATION P00026 TO
CONTRACT DASG60-98-C-0001
PAGE 13A OF 49 PAGES
PREVIOUS: MOD P00025

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

000275

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 4**
 2. AMENDMENT/MODIFICATION NO.: **027** 3. EFFECTIVE DATE: **26-Apr-1999** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

ISSUED BY: **USA SPACE AND MISSILE DEFENSE COMMAND** CODE: **W31RPD** 7. ADMINISTERED BY (If other than item 6) CODE:
5MDC-CM-CN **HUNTSVILLE, AL 35807-3801** **DEFENSE LOGISTICS AGENCY** **ANAHEIM, CA 92816**
PO BOX 1600 **P. O. BOX 6384**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code):
H&R COMPANY
2175 PARK PLACE
EL SEGUNDO, CA 90245
 CODE: FACILITY CODE:
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-00-C-0001**
 X 10B. DATED (SEE ITEM 13) **30-Jan-1999**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SCHEDULE

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-15, "Stop Work Order" & FAR 52.232-22 "Limitation of Funds"
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Cage Code: 1CEX7
TIN: 04-2977414
Order No: ER9D740100-01
See Page 2

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

15A. [Redacted] 16. [Redacted] (b)(6)
 15B. [Redacted] 15C. DATE SIGNED: **4/26/99** 16. [Redacted] SIGNED: (b)(6)
 BY: [Redacted] **4/26/99**

RECEPTION TO SF 30 30-105 [Redacted] STANDARD FORM 30 (Rev. 10-83)
 APPROVED BY OIRM 11-84 Prescribed by GSA FAR (48 CFR) 53.243

000276

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION B Supplies or Services and Prices

1. The Stop Work Order agreed to in Modifications P00017 and P00022 is further modified to release the following tasks from the stop work order:

a. The contractor shall perform JLENS system hardware and software design and modification to support the following (b) (3) (A)

(1) The contractor shall develop the system level interface-control document (ICD) to include interfaces between the JLENS surrogate Precision Tracking/Illuminating Radar (PTIR), Prototype Processing Station (PPS), (b) (3) (A) and in-flight weapon. (b) (3) (A) in accordance with A012.

(2) The contractor shall develop and (b) (3) (A) between the PPS and the surrogate PTIR.

(3) The contractor shall develop and (b) (3) (A) between the PPS and (b) (3) (A) (This includes, but not limited to, (b) (3) (A) data link on the weapon system.)

(4) The contractor shall develop (b) (3) (A) between the surrogate PTIR (b) (3) (A)

(5) The contractor shall modify the PPS (b) (3) (A)

b. The contractor shall perform program management and system engineering/test engineering requirements for developing and maintaining program schedule, financial reports, system ICD, system integration plan, system test plan. The contractor shall participate in (b) (3) (A)

c. The contractor shall continue to submit data in accordance with CDRLs A001, A005, A006, A016, A017, A019, and A020.

d. The contractor shall support forward pass PDR and CDR and other IPT/technical reviews.

e. The contractor shall support the (b) (3) (A) System Integration Test and System Test.

f. The contractor shall submit a final Test Report in accordance with CDRL B015.

g. The government will provide (b) (3) (A)

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

2. Pursuant to the contract clause, "Limitation of Funds," the contract is modified to withdraw an increment of funds from CLINs 0001 and 0002 and to add an increment of funds to partially fund CLINs 0003 and 0004 as shown below:

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

CLINs 0001 and 0002:

ACRN: AA
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H
ORDER NO.: ER8D730400-07 FUNDED AMOUNT: (\$7,400) MODIFICATION P00027

CLINs 0003 and 0004:

ACRN: AF
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100 S01021 ER9D740100/9HHJL6/H
ORDER NO.: ER9D740100-01 FUNDED AMOUNT: \$4,300,000 MODIFICATION P00027

b. 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 0001 and 0002:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding:	\$ 1,482,000	- 0 -	\$1,482,003
(2) Amount Allotted under the LOF Clause of Payment of Costs:	[REDACTED]		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 447,500	(\$7,400)	\$ 440,100
(4) Net Amount Required for Full Funding:	\$ 1,034,503	\$7,400	\$1,041,903
(5) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

000278

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DASG60-98-C-0001-P00027

PAGE
4 OF 4

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated:	\$27,623,822	\$4,300,000	\$31,923,822*
(5) Net Amount Required for Full Funding:	\$68,352,001	(\$4,300,000)	\$64,052,001*
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

*This amount is pending settlement of Modifications P00017, P00022, and P00027

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

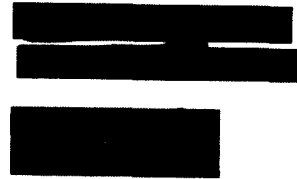
DELETE	ADD
Page 13, Modification P00024	Page 13, Modification P00027
Page 13A, Modification P00026	Page 13A, Modification P00027
Page 14, Modification P00025	Page 14, Modification P00027
Page 21, Modification P00025	Page 21, Modification P00027

000279

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009) ER8D730400-04 FUNDED AMT: (\$500,000)(P00011) ER8D730400-05 FUNDED AMT: (\$525,000)(P00019) ER8D730400-06 FUNDED AMT: (\$ 9,503)(P00024) ER8D730400-07 FUNDED AMT: (\$ 7,400)(P00027)

ACRN:	AD
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H
ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001) ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN:	AB
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 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009) ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000280

H&R COMPANY

**MODIFICATION P00027 TO
CONTRACT DASG60-98-C-0001
PAGE 13A OF 49 PAGES
PREVIOUS: MOD P00026**

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)


ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
S01021 ER9D740100/9HHJL6/H
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)



000281

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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
(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:	\$ 1,041,903	
(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):	\$95,975,823*	
(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:	\$31,923,822*	
(5) Net Amount Required for Full Funding:	\$64,052,001*	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATION P00017, P00022 AND P00027.

000282

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$31,923,822 for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000283

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO. 028	3. EFFECTIVE DATE 11-May-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPO	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SCHEDULE

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
52.204-2 "Security Requirements"

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Cage Code: 1GEX7
 TIN: 04-2977414
 Order No: ER9D740100-01A
 See Page 2

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

15B. CONTRACT OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 5-10-99	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	16C. DATE SIGNED (b)(6) 11 May 99
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OPTION TO SF 30
APPROVED BY OIRM 11-84

30-1

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

000284

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00028	PAGE 2 OF 2
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NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION J - LIST OF ATTACHMENTS is modified to delete Contract Security Classification Specification (DD Form 254-E), dated 13 Jan 98, 6 pages and add Contract Security Classification Specification (DD Form 254-E), dated 26 Apr 99, 6 pages.

The parties agree there is no monetary or schedule impact as the result of this modification.

The following page substitution is hereby incorporated into the contract:

DELETE
Page 47, Basic Contract

ADD
Page 47, Modification P00028

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E)	26 Apr 99	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	18 Apr 97	50
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" with Attachment 2 (1 page)	13 Jan 98	13
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
(b) (7)(E) [REDACTED] incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
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.	12 Jun 96	28
(b) (7)(E) [REDACTED] attached hereto by reference and previously furnished.	Sep 97	86

000286

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

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED: (b) (7)(E)

b. LEVEL OF SAFEGUARDING REQUIRED: (b) (7)(E)

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

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

X	a. PRIME CONTRACT NUMBER DASG60-98-C-0001		a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 980113
	b. SUBCONTRACT NUMBER	X	b. REVISED (Supersedes all previous specs)	Revision No. 1 Date (YYMMDD) 990426
	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? [X] YES [] NO, If yes, complete the following:
Classified material received or generated under DASG60-96-C0190 (Preceding Contract Number) is transferred to this follow-on contract

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

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

a. NAME, ADDRESS, AND ZIP H&R Company 2175 Park Place PO Box 902 El Segundo, CA 90245	b. CAGE CODE 1CEX7	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Investigative Service Pacific Region, Southern Sector 3605 Long Beach Blvd, Suite 405 Long Beach, CA 90807-4013
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7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

(b)(3)

10. THIS CONTRACT WILL REQUIRE ACCESS TO	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	(b) (7)(E)		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR GOVERNMENT ACTIVITY	(b) (7)(E)	
b. RESTRICTED DATA	(b) (7)(E)		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	(b) (7)(E)	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	(b) (7)(E)		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	(b) (7)(E)	
d. FORMERLY RESTRICTED DATA	(b) (7)(E)		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	(b) (7)(E)	
e. INTELLIGENCE INFORMATION	(b) (7)(E)		e. PERFORM SERVICES ONLY	(b) (7)(E)	
(1) Sensitive Compartmented Information (SCI)	(b) (7)(E)		f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND	(b) (7)(E)	
(2) Non-SCI	(b) (7)(E)		g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY	(b) (7)(E)	
f. SPECIAL ACCESS INFORMATION	(b) (7)(E)		h. REQUIRE A COMSEC ACCOUNT	(b) (7)(E)	
g. NATO INFORMATION	(b) (7)(E)		i. HAVE TEMPEST REQUIREMENTS	(b) (7)(E)	
h. FOREIGN GOVERNMENT INFORMATION	(b) (7)(E)		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	(b) (7)(E)	
i. UNCLASSIFIED DISSEMINATION INFORMATION	(b) (7)(E)		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	(b) (7)(E)	
l. FOR OFFICIAL USE ONLY INFORMATION	(b) (7)(E)		l. OTHER (specify)	(b) (7)(E)	
m. OTHER (Specify)	(b) (7)(E)		SEE BLOCK 13 REMARKS	(b) (7)(E)	

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the 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) PERTAINING TO THIS CONTRACT IS AUTHORIZED.

[] DIRECT [X] THROUGH (Specify)
Deputy Commander, U.S. Army Space and Missile Defense Command
ATTN: SMDC-PA
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 guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. [X] YES [] NO
(If Yes, identify the pertinent contractual clause in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if more space is needed.)
(b) (7)(E) REQUIRED - SEE BLOCK 13 REMARKS

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL
(b) (5)

b. TITLE
Contracting Officer's Representative for Industrial Security

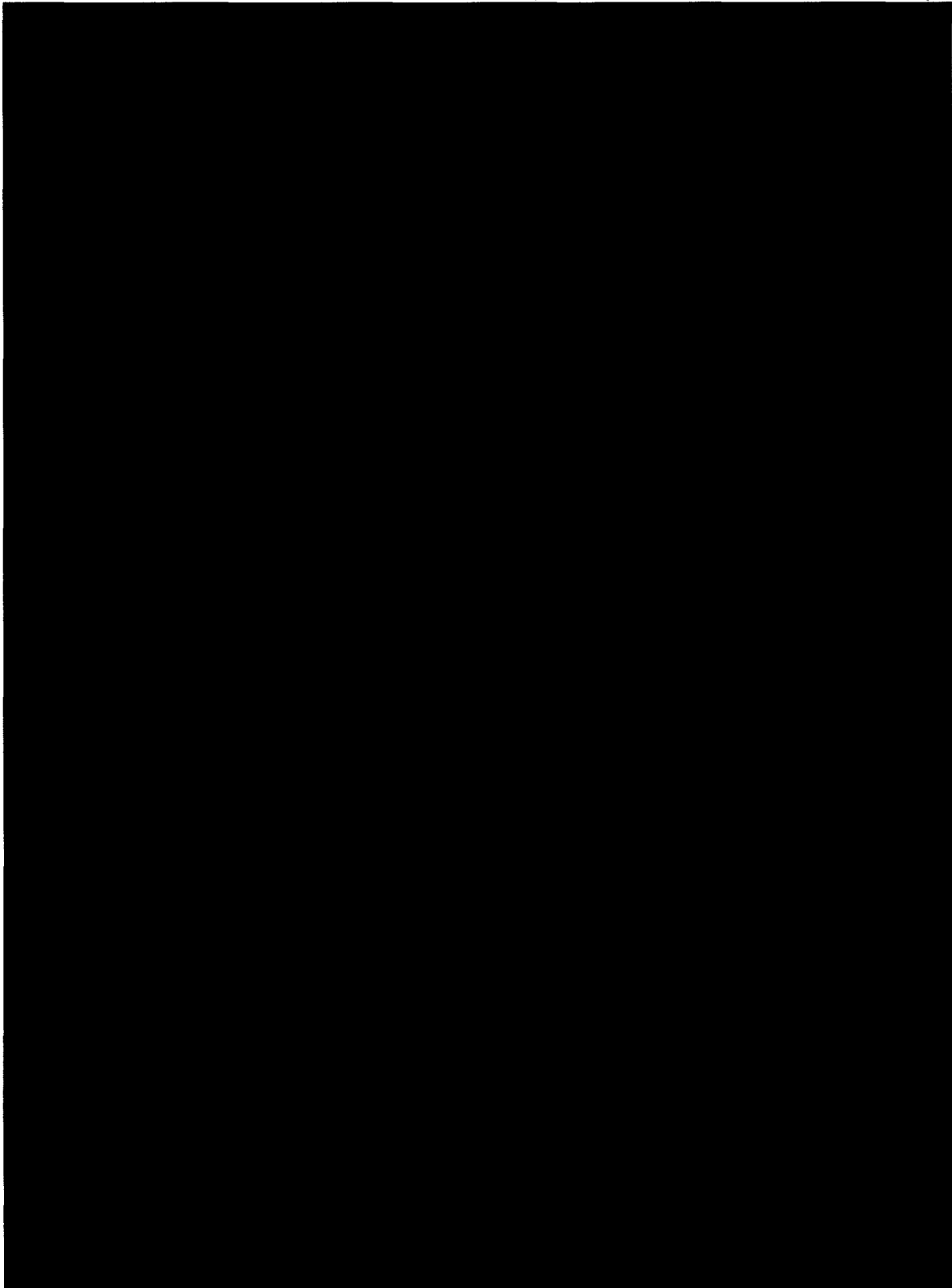
c. TELEPHONE (Include Area Code)
(b) (6)

d. ADDRESS (Include Zip Code)
Deputy Commander, U.S. Army
Space and Missile Defense Command
ATTN: SMDC-AJ-S, P.O. Box 1500
Huntsville, AL 35807-3801

17. REQUIRED DISTRIBUTION
(X) CONTRACTOR
() SUBCONTRACTOR
() COG FOR PRIME & SUBCONTRACTOR
(X) ADMINISTRATIVE CONTRACTING OFFICER
(X) OTHERS AS NECESSARY

e. (b) (6)

000288

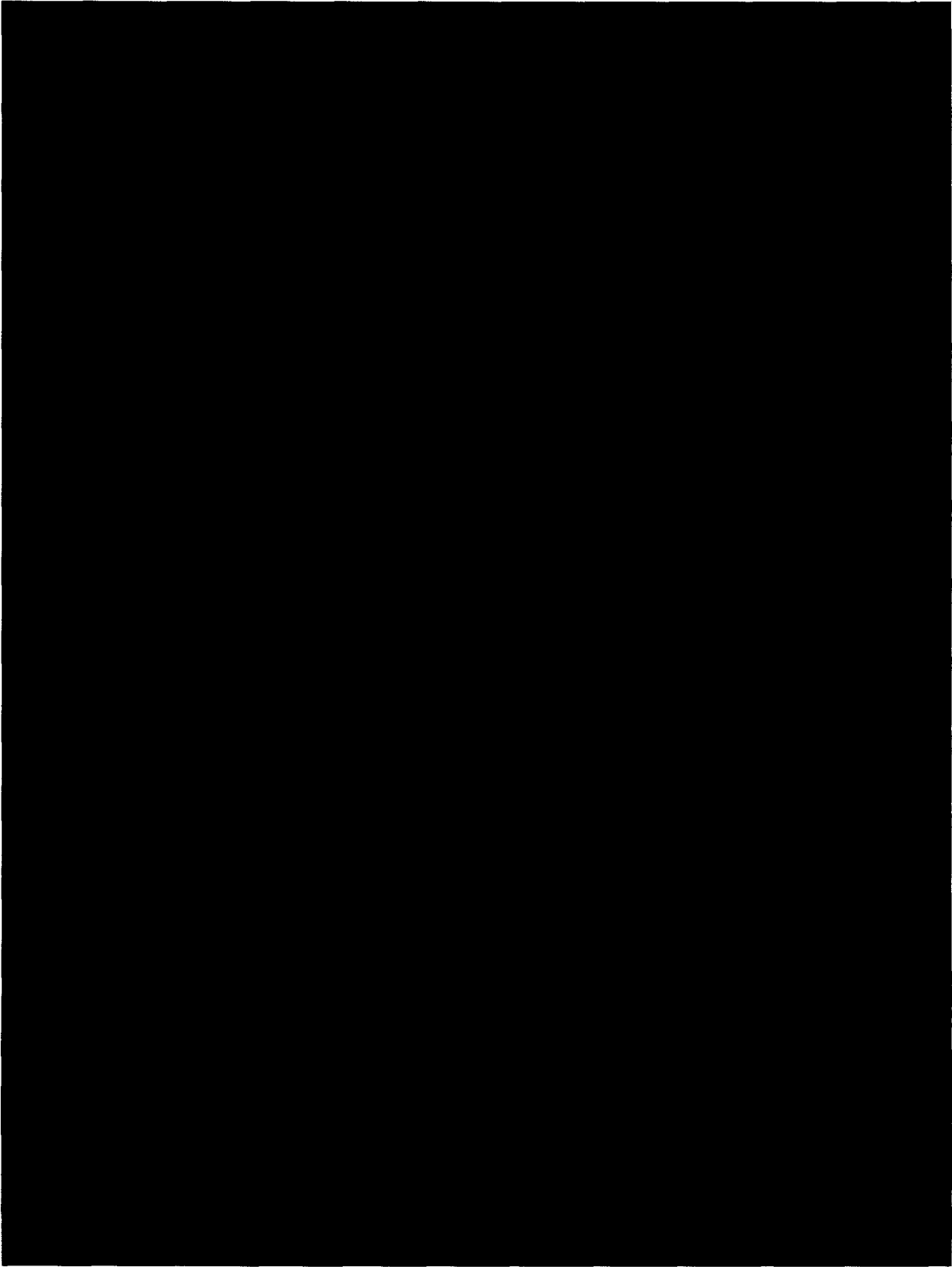


(b)(7)(E)

(b)(7)(E)

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000289



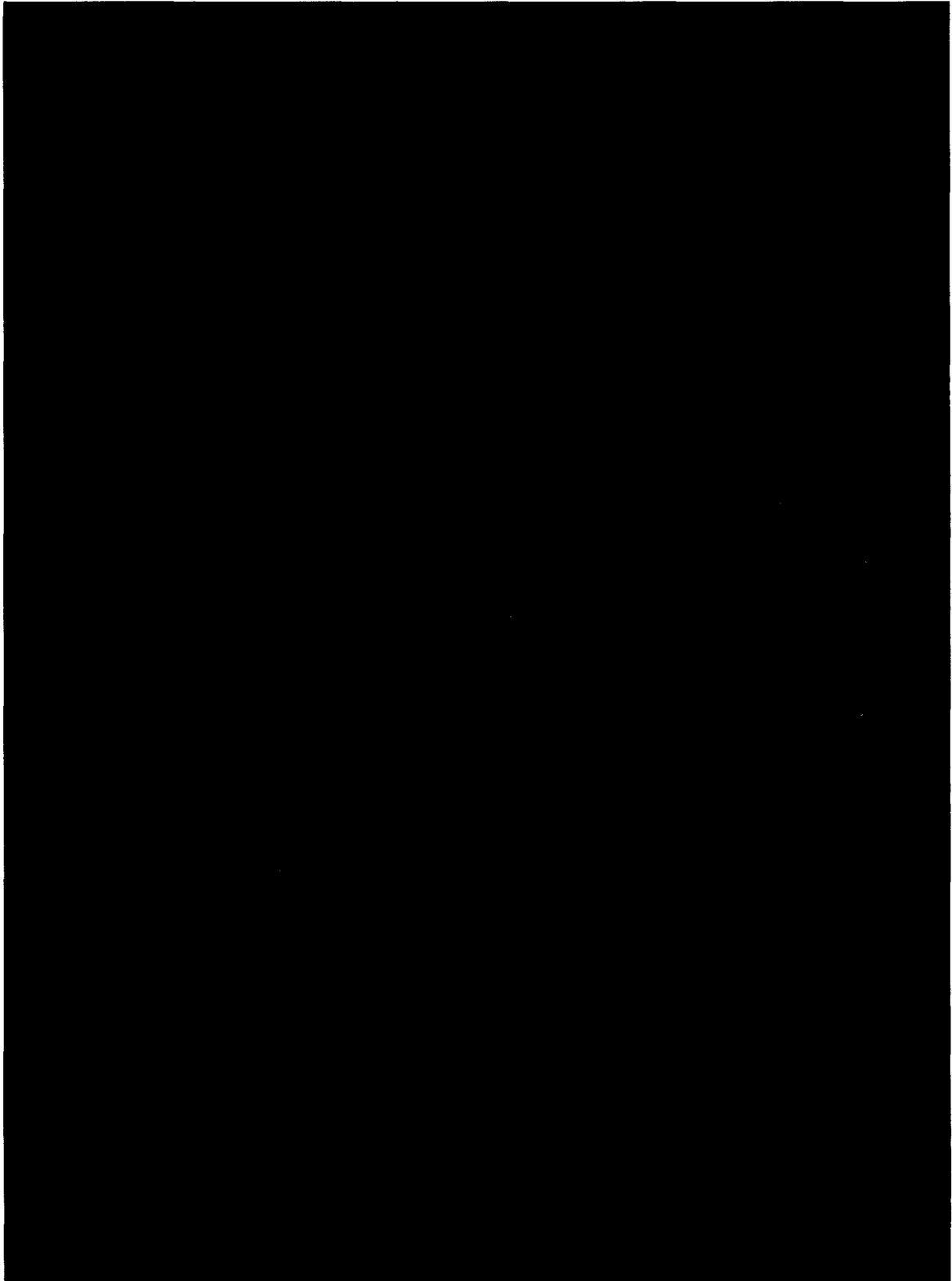
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000291



(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000292

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00029		3. EFFECTIVE DATE 15-Jun-1999	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ADMINISTERED BY (If other than item 6) SPACE AND MISSILE DEFENSE COMMAND JWDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.242.15, "Stop Work Order" and H-10 Incremental Funding of the Contract					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D740100-01B See Page 2					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR _____ (signature of person authorized to sign)		15C. DATE SIGNED	16B. _____ BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 15-Jun-1999

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

000293

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00029	2 OF 2

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

- The Stop Work Order issued by Modifications P00017, P00022 and P00027 is hereby canceled.
- Special Contract Requirement H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c., is modified to change Planned Date of Funding, Amount, and Cumulative as shown below:

	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$ 440,100
	FY 00	.521	
	FY 01	.520	
CLIN 0003	Current Obligations (Jun 99)		\$31,923,822
	FY 00	15.480	
	FY 01	17.051	
	FY 02	20.65	
	FY 03	20.65	
CLIN 0005 (Option I)	TBD	TBD	TBD
CLIN 0007 (Option II)	TBD	TBD	TBD

- The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 21, Modification P00027	Page 21, Modification P00029
Page 22, Modification P00013	Page 22, Modification P00029

000294

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$31,923,822 for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	.520	

000295

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u> (In Millions)	<u>CUMULATIVE</u>
CLIN 0003	Current Obligations (Jun 99)		\$31,923,822
	FY 00	15.480	
	FY 01	17.051	
	FY 02	20.65	
	FY 03	20.65	
CLIN 0005 (OPTION I)	TBD	TBD	TBD
CLIN 0007 (OPTION II)	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.)

000296

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID/POSB: V PAGE OF PAGES: 1 | 3

2. AMENDMENT/MODIFICATION NO. P00030 3. EFFECTIVE DATE 22-Jun-1999 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

ED BY: SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801
 CODE: W31RPD 7. ADMINISTERED BY (If other than item 6): DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816
 CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245
 CODE: FACILITY CODE: 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001 X 10B. DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the document, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **SEE SCHEDULE**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 Cage Code: 1CEX7
 TIN: 04-2977414
 Order No.: ER8D730500-16
 See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. [REDACTED] (b)(6)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY [REDACTED] 16C. DATE SIGNED (b)(6) 22-Jun-1999
 (signature of person authorized to sign)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00030	2 OF 3

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

CLINs 0003 and 0004:

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-16 FUNDED AMOUNT: \$7,400 MODIFICATION P00030

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$31,923,822	\$7,400	\$31,931,222*
(5) Net Amount Required for Full Funding:	\$64,052,001	(\$7,400)	\$64,044,601*
(6) Estimated Period of Performance the Allotted Amount will cover:	30 Sep 99		

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

*This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029

000298

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00030	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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

DELETE	ADD
Page 13A, Modification P00027	Page 13A, Modification P00030
Page 14, Modification P00027	Page 14, Modification P00030
Page 21, Modification P00029	Page 21, Modification P00030

H&R COMPANY

MODIFICATION P00030 TO
CONTRACT DASG60-98-C-0001
PAGE 13A OF 49 PAGES
PREVIOUS: MOD P00027

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
S01021 ER9D740100/9HHJL6/H
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

000300

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: \$ 1,041,903
- (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): \$95,975,823*
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$31,931,222*
- (5) Net Amount Required for Full Funding: \$64,044,601*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ _____
- (4) Amount Separately Obligated for Payment of Award Fee: \$ _____
- (5) Total Amount Allotted and Obligated: \$ _____
- (6) Net Amount Required for Full Funding: \$ _____
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATIONS P00017, P00022, P00027, AND P00029

000301

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$29,320,019 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	.520	

000302

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Not a Contract Document

000303

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. a 31	3. EFFECTIVE DATE 19-Aug-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816	

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245 CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SCHEDULE

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.245-5

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Cage Code: 1CEX7
TIN: 04-2977414
Order No: ER8D730500-16A
See Page 2

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

16. AUTHORIZED SIGNATURE OF CONTRACTING OFFICER (Type or print) (b)(6)	DATE SIGNED 8/10/99 (b)(6)
---	----------------------------------

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-10

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

000305

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00031	2 OF 2

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Contract Clause No. 90, FAR 245-5, "Government property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts (Deviation)," the government elects to incorporate a revised GFP List into the contract,

Whereas, the parties hereto agree that this revised GFP List may be incorporated into the contract without cost or schedule impact, and

NOW, THEREFORE, the contract is modified as follows:

1. SECTION J – LIST OF ATTACHMENTS is modified to delete GFP Worksheet, 9 Jan 98, 1 page and add Raytheon Government Furnished Property List, 2 Aug 99, 2 pages.

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

ADD	DELETE
Page 48, Basic Contract	Page 48, Modification P00031

000306

TITLE	DATE	# OF PAGES	
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)
Raytheon Government Furnished Property List	2 Aug 99	2	
Memorandum of Agreement Regarding Comprehensive Small Business Subcontracting Plan Raytheon Electronic Systems, attached hereto by reference.	1 Oct 97 – 30 Sep 98	24	
Hughes Aircraft Company Defense Systems Subcontracting Plan for the Aerostat Demonstration Program, attached hereto by reference.	28 Oct 97	9	
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	
Acronym List	14 Nov 97	7	

000307

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

CONTRACT DASG60-98-C-0001
MODIFICATION P00031

(b)(4)

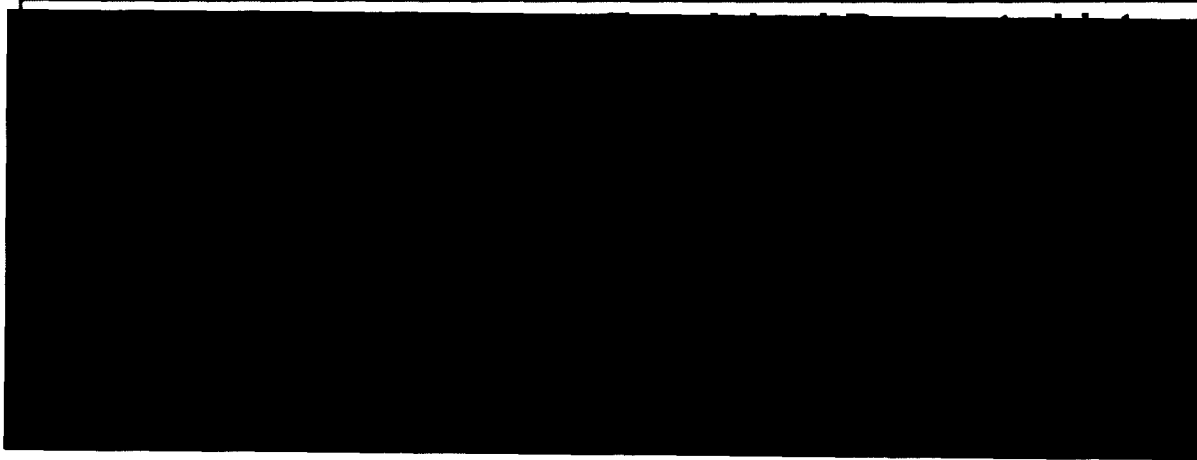
		As of 28 Jun 99	
		QTY	O/H
		1	1
		4	4
		5	5
		5	5
		5	5
		7	7
		2	2
		3	0
		4	4
		2	2
		2	2
		2	2
		2	2
		2	2
		4	4
		4	4


000308

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

CONTRACT DASG60-98-C-0001
MODIFICATION P00031

(b)(4)

As of 26 Jun 99			
		QTY	O/H
		2	2
		2	2
		4	4
		4	4



000309

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE V PAGE OF PAGES 1 3

AMENDMENT/MODIFICATION NO. 2 32

3. EFFECTIVE DATE 27-Sep-1999

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO.(if applicable)

ISSUED BY [REDACTED] DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801

7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 8384 ANAHEIM, CA 92818

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. DASG6098-C-0001 X 10B. DATED (SEE ITEM 13) X 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 13, and returning copies of the documents; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REFLECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause No. 71, "Limitation of Funds"

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

A. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Page Code: ICEX7 TIN: 04-2977414 Order No.: ER9D740100-02 See Page 2

14. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DATE SIGNED (b)(6) 5/2/99

Signature of person authorized to sign APPROVED BY GIRM 11-84 (b)(6) 10-105-04

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

000310

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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, and

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN: AF
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100 S01021 ER9D740100/9HHJL6/H
ORDER NO.: ER9D740100-02 FUNDED AMT: (\$1,000,000) Modification P00032

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated:	\$31,931,222	(\$1,000,000)	\$30,931,222*
(5) Net Amount Required for Full Funding:	\$64,044,601	\$1,000,000	\$65,044,601*
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

*This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001- P00032	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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

DELETE
Page 13A, Modification P00030
Page 14, Modification P00030
Page 21, Modification P00030

ADD
Page 13A, Modification P00032
Page 14, Modification P00032
Page 21, Modification P00032

000312

H&R COMPANY

MODIFICATION P00032 TO
CONTRACT DASG60-98-C-0001
PAGE 13A OF 49 PAGES
PREVIOUS: MOD P00030

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
S01021 ER9D740100/9HHJL6/H
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

000313

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: \$ 1,041,903
- (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): \$95,975,823*
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$30,931,222*
- (5) Net Amount Required for Full Funding: \$65,044,601*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ _____
- (4) Amount Separately Obligated for Payment of Award Fee: \$ _____
- (5) Total Amount Allotted and Obligated: \$ _____
- (6) Net Amount Required for Full Funding: \$ _____
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATIONS P00017, P00022, P00027, AND P00029

000314

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,402,238 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of (b) (4) is obligated for Potential Fee (if applicable), for a total amount of (b) (4) for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

CLIN 0001	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	.520	

000315

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1 3
2. AMENDMENT/MODIFICATION NO. 053	3. EFFECTIVE DATE 13-Oct-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
ED BY [REDACTED] MISSILE DEFENSE COMMAND HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245				9B. DATED (SEE ITEM 11)	
CODE				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
FACILITY CODE				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
E ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying fee, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral: Contract Clause No.: 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: EROD730200-01 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
5A. NAME AND TITLE OF SIGNER (Type or print)		[REDACTED] (b)(6)			
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	[REDACTED]		DATE SIGNED [REDACTED] (b)(6) 8 Oct 99	
nature of person authorized to sign)					

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-10504

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

000316

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00033	2 OF 3

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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 to add the following:

CLINs 0003 and 0004:

ACRN: AG
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200/OHHJLE/H
ORDER NO.: ER0D730200-01 FUNDED AMT: \$500,000 Modification P00033

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated:	\$30,931,222	\$500,000	\$31,431,222*
(5) Net Amount Required for Full Funding:	\$65,044,601	(\$500,000)	\$64,544,601*
(6) Estimated Period of Performance the Allotted Amount will cover:		29 Oct 99	

*This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029.

000317

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DASG60-98-C-0001-P00033PAGE
3 OF 3NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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

DELETE	ADD
Page 13A, Modification P00032	Page 13A, Modification P00033
Page 14, Modification P00032	Page 14, Modification P00033
Page 21, Modification P00032	Page 21, Modification P00033

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
S01021 ER9D740100/9HHJL6/H
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021
ER0D730200/0HHJLE/H
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)

000319

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: \$ 1,041,903
- (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): \$95,975,823*
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$31,431,222*
- (5) Net Amount Required for Full Funding: \$64,544,601*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 29 Oct 99

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of 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:

*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATIONS P00017, P00022, P00027, AND P00029

. 000 320

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,861,128 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Oct 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	.520	

000321

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGE
				V	1 11
2. AMENDMENT/MODIFICATION NO. P00034	3. EFFECTIVE DATE 26-Oct-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 928 HANOVER, MD 21076		CODE	S2208A (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730-0000 CODE 019163930 FACILITY CODE				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 4. The hour and date specified for receipt of <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause No. 84, "Changes Cost-Reimbursement Alt V" and FAR 6.302-6					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER0D730200-01A See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Paul J. Abely (b)(6) DATE SIGNED 10/25/99				15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) DATE SIGNED 16 Oct 99	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-8 30-105 000322					
STANDARD FORM 30 (Rev. 10- Prescribed by GSA FAR (48 CFR) 53.243					

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DASG60-98-C-0001-P00034PAGE
2 OF 11NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, due to reduced Fiscal Year funding , the government and the contractor have agreed to modify the contract; and

Whereas, the contractor has submitted a proposal for this modification, and

Whereas, the parties have negotiated an equitable adjustment for this modification to the contract, and

NOW, THEREFORE, 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 of the contract is modified to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	BASIC			
0001	Risk Mitigation - 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 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) - 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, 2.6.2, 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,	1	Task	\$ 145,166,476

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
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NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	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.			
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
OPTION I				
0005	PTIR Fabrication, Integration, Test & Demonstration - 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, 2.6.2, 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 Fabrication, Integration, and Test		<u>Task</u>	
	0005AB Mobile Mooring Station	1		\$ 16,934,000 NTE*
	0005AC Leave Behind Capability including Ground Support Equipment	1	Task	\$ 33,303,900 NTE*
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

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
DASG60-98-C-0001-P00034PAGE
4 OF 11NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY**OPTION II**

0007	SuR Design, Fabrication, Integration, Test & Demonstration - 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, 2.6.2, 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.			
	0007AA SuR Design, Fabrication, Integration, Test	1	Task	\$185,932,600 NTE*
	0007AB Mobile Mooring Station	1	Task	\$ 10,868,600 NTE*
	0007AC Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600 NTE *
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 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 SOW.		See B-10	\$ 20,798,700 NTE*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION IV

0011	Operations & Sustainment - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, 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,	1	Task	\$ 41,558,000 NTE*
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NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8,
3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4,
7.0, and 8.0 in said Scope of Work.

0012	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
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*Not-to-Exceed (NTE) subject to downward negotiations only.

b. Paragraphs B-2 through B-10 of the current contract are deleted and replaced with paragraphs B-2 through B-12 as reflected herein and on the attached slipsheet pages to the contract.

1. B-2. ESTIMATED COST FOR CLINs 0001/0002: is modified to read as follows:

- a. The estimated cost of the CLIN, is [REDACTED]
- b. The total CLIN amount is [REDACTED]

(b)(4)

2. B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0003/0004:

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total a. & b. [REDACTED]

(b)(4)

3. B-4 & B-5. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006 (Option I) and CLINs 0007/0008 (Option II) is modified/added as shown on the attached slipsheet pages.:

4. B-6 & B-7. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010 (Option III) and CLINs 0011/0012 (Option IV) is modified/added as shown as the attached slipsheet pages.:

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

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

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

(b)(4)

***Not Separately Priced**

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

[REDACTED] (government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals [REDACTED]. Notwithstanding any other provision of the contract, the Government will reimburse the contractor [REDACTED] of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals [REDACTED] at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ration of [REDACTED] (government/contractor) until completion or until the contractor's share equals [REDACTED] which ever occurs first. All costs in excess of the amount when the contractor's share equals [REDACTED] will be [REDACTED] contractor.

(b)(4)

6. B-9. INCENTIVE FEE FOR CLINs 0003/0004:

Program Definition and Risk Reduction (PDRR) - In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Incentive Arrangement:	Maximum Fee - [REDACTED] Minimum Fee - [REDACTED]

(b)(4)

(Share Ratio: government/contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

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

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FAR 52.216-10 - INCENTIVE FEE

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

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

(b)(4)

7. Paragraph B-10. LEVEL OF EFFORT (APPLICABLE TO CLINs 0009 and 0010) is added as shown on the attached slipsheet pages.

8. Paragraph B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT: and paragraph B-12. SEPARATE APPLICATION OF FUNDING: are modified as shown on the attached slipsheet pages to the contract.

9. SECTION F - DELIVERIES OR PERFORMANCE, Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through d. 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 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.

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

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0003</u>	
Forward Pass Demonstration	Second Quarter FY 00
PDRR PTIR CDR	Fourth Quarter FY 01
PDRR PTIR Near Field Range Test	Fourth Quarter FY 02

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Mobile Mooring Station Preliminary Design Review	Third Quarter FY 03	
PDRR SuR EMPS [REDACTED]	Third Quarter FY 05	(b)(3)(A)
Mobile Mooring Station Critical Design Review	Third Quarter FY 05	(i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0005</u> [REDACTED]	Third Quarter FY 04	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0007</u> SuR Preliminary Design Review	Fourth Quarter FY 02	
SuR Critical Design Review [REDACTED]	Third Quarter FY 03	
<u>CLIN 0011</u>	Third Quarter FY 05	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Deliver Final Report	Twenty-four Months after exercise of Option	

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

a. Paragraph G-1. INVOICING AND VOUCHING: is modified to reflect the change in the type of contract for each CLIN and the change in the CLIN numbers as shown on the attached slipsheet pages to the contract.

b. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: is modified to delete the asteriks and the footnote at the bottom of the page which reads "This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029." This paragraph is also modified as shown on the attached slipsheet pages to reflect the revised negotiated amounts and the new CLIN structure.

c. Paragraph G-8. REMITTANCE ADDRESS: is modified to change H&R Company to Raytheon Company.

12. SECTION H – SPECIAL CONTRACT REQUIREMENTS. Is modified as follows:

a. Paragraph H-1. TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:, subparagraph a. is modified to change the office symbol to SMDC-AC-J.

b. H-2. AWARD FEE EVALUATION (APPLICABLE TO CLINs 0005 and 0006): is deleted in its entirety and an H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACT COSTS: is added as shown below:

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACT COSTS:

a. The target cost and incentive fee of this contract with respect to CLINs 0003 and 0004, are subject to a downward adjustment only, in accordance with the conditions set forth herein. Following is a breakdown of the proposed subcontract efforts and the estimated amounts accepted during negotiations subject to the terms of this clause:

SUBCONTRACTOR	PRICE INCLUDED IN NEGOTIATED VALUE
TRW	
TCOM	

(b)(4)

b. Upon completion of each subcontractor negotiations with the aforementioned subcontractor, the contractor shall notify the Contracting Officer of the amount negotiated and shall submit to the Contracting Officer accurate, complete, current, and subcontractor certified, subcontract cost, or pricing data together with the supporting prime contractor evaluation and negotiation documentation.

c. In the event that the total negotiated amount is less than that stated in a. above, the parties hereto shall negotiate a downward adjustment in the target cost and incentive fee of this contract and the contract shall be modified in writing accordingly to reflect such downward adjustment and the deletion of this provision in its entirety. In the event that the parties are unable to agree upon such downward adjustment, such disagreement shall be deemed to be a dispute in accordance with the terms of the "Disputes" clause of this contract. In the event that the negotiated amount is equal to or greater than that state above, the contract shall be amended in writing to delete this provision in its entirety.

c. 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 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007 and 0008 (Option II)	
0007AA	NLT 30 Nov 01
0007AB	NT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 05

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

d. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT is modified to reflect the current planned funding as shown on the attached slipsheets to the contract.

13. SECTION J – LIST OF ATTACHMENTS: is modified as shown on the attached slipsheet pages to the contract. A revised Statement of Work, Contract Data Requirements List (CDRLs), Contract Security Classification Specification (DD Form 254-E), Security Guides, Performance Requirements Document, Government Furnished Property List, Raytheon Systems Company Comprehensive Small Business Subcontracting Plan, and Rights in Technical Data & Computer Software is incorporated into the contract.

14. In consideration for the modification agreed to herein as complete equitable adjustment of the contractor’s proposal RAY/CA/0043-99, 15 Sep 99, restructure proposal, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the “proposal for adjustment.”

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

DELETE	ADD
Page 1, Modification P00013	Page 1, Modification P00034
Page 2, Modification P00013	Page 2, Modification P00034
Page 3, Modification P00013	Page 3, Modification P00034
	Page 3A, Modification P00034
Page 4, Modification P00013	Page 4, Modification P00034
	Page 4A, Modification P00034
	Page 4B, Modification P00034
Page 5, Modification P00013	Page 5, Modification P00034
Page 6, Modification P00013	Page 6, Modification P00034
Page 7, Basic Contract	Page 7, Modification P00034
Page 9, Basic Contract	Page 9, Modification P00034
Page 10, Basic Contract	Page 10, Modification P00034
Page 11, Basic Contract	Page 11, Modification P00034
Page 12, Basic Contract	Page 12, Modification P00034

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Page 14, Modification P00033	Page 14, Modification P00034
	Page 14A, Modification P00034
	Page 14B, Modification P00034
Page 15, Basic Contract	Page 15, Modification P00034
Page 16, Basic Contract	Page 16, Modification P00034
Page 17, Basic Contract	Page 17, Modification P00034
Page 18, Basic Contract	Page 18, Modification P00034
Page 19, Basic Contract	Page 19, Modification P00034
Page 21, Modification P00033	Page 21, Modification P00034
Page 22, Modification P00029	Page 22, Modification P00034
Page 27, Basic Contract	Page 27, Modification P00034
Page 47, Modification P00028	Page 47, Modification P00034
Page 48, Modification P00031	Page 48, Modification P00034

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AWARD/CONTRACT		1. THIS CONTRACT IS A RATFD ORDER UNDER DPAS (15 CFR 350)	—	RATING DX-A2	PAGE OF PAGES 1 13
CONTRACT (Proc. Inst. Ident.) NO. ASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE REQUISITION SUBJECT NO. ORDER NO.: ER8D7C0500-01		
5. ADMINISTERED BY (If other than Item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076 SCD: A ADP: NA PAS: NONE		6. ADMINISTERED BY (If other than Item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076 SCD: A ADP: NA PAS: NONE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
9. DISCOUNT FOR PROMPT PAYMENT NET		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G, Para. G-1			
CODE 04164	FACILITY CODE				
11. SHIP TO/MARK FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423		12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e)(6) <input type="checkbox"/> 41 USC 253(e)(1)		14. ACCOUNTING AND APPROPRIATION DATA See Section G-5			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					\$ 145,604,42
16. TABLE OF CONTENTS					
(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORM	1	✓ I	CONTRACT CLAUSES	25--
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
✓ C	DESCRIPTION/SPEC./WORK STATEMENT		✓ J	LIST OF ATTACHMENTS	47--
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
✓ E	INSPECTION AND ACCEPTANCE	9	✓ K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓ F	DELIVERIES OR PERFORMANCE	10-11	✓ L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
✓ G	CONTRACT ADMINISTRATION DATA	12-15	✓ M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	16-24			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) See Page 1A			20A. NAME OF CONTRACTING OFFICER See Page 1A		
NAME OF CONTRACTOR _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0001	Risk Mitigation – 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 for Risk Mitigation in said Statement of Work and the contractor’s Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Program Definition and Risk Reduction (PDRR) – 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, 2.6.2, 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 Statement of Work.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000334

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>OPTION 1</u>				
0005	PTIR Fabrication Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, 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 Statement of Work.			
0005AA	PTIR Fabrication, Integration, and Test	1	Task	\$164,011,800*
0005AB	Mobile Mooring Station	1	Task	\$ 16,934,000*
0005AC	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 33,303,900*
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
<u>OPTION II</u>				
0007	SuR Design, Fabrication, Integration, Test and Demonstration – 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, 2.6.2, 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 Statement of Work.			
0007AA	SuR Design, Fabrication, Integration, Test	1	Task	\$185,932,600*
0007AB	Mobile Mooring Station	1	Task	\$ 10,868,600*
0007AC	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*

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

000335

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION III</u>				
0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.	See B-10		\$ 20,798,700*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A012, A014, A015, A016, A017, A018, A019, A020 and A021, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION IV</u>				
0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

000336

B-2. ESTIMATED COST FOR CLINs 0001/0002:

- a. The estimated cost of the CLIN, is [REDACTED]
- b. The total CLIN amount is [REDACTED]

(b)(4)

B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0003/0004:

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

(b)(4)

B-4. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006:

SUBCLIN 0005AA

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

(b)(4)

SUBCLIN 0005AB


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

(b)(4)

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

000337

SUBCLIN 0005AC

- 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:  (b)(4)

B-5. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0007/0008:

SUBCLIN 0007AA

- 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:  (b)(4)

SUBCLIN 0007AB

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee:  (b)(4)

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

000338

SUBCLIN 0007AC

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED] (b)(4)

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

- a. 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 \$20,798,700 NTE*

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.**

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

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

	CLIN 0001	CLIN 0002	TOTAL TARGET COST
Target Cost	[REDACTED]	NSP*	[REDACTED] (b)(4)

***Not Separately Priced**

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

000339

[redacted] government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals [redacted]. Notwithstanding any other provision of the contract, the Government will reimburse the contractor [redacted] of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals [redacted] at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ratio of [redacted] government/contractor) until completion or until the contractor's share equals [redacted] which ever occurs first. All costs in excess of the amount when the contractor's share equals [redacted] will be [redacted] government/contractor.

(b)(4)

B-9. INCENTIVE FEE FOR CLINs 0003/0004:

SEGMENT 1B DESIGN: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost [redacted]
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee - [redacted]
Minimum Fee - [redacted]

(Share Ratio: government/contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target Cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost Until minimum fee is attained.

FAR 52.216-10 INCENTIVE FEE

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

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

(b)(4)

B-10. LEVEL OF EFFORT (Applicable to CLINs 0009/0010):

a. 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:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support	100,000

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

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort 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-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 [REDACTED] and statement of work requirements.

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

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

000341

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

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

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

000342

SECTION E - INSPECTION AND ACCEPTANCE

E-1. CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2): This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT	APR 1984

E-2. ACCEPTANCE:

a. In conjunction with Section B, the contractor shall separately submit certifications that the requirements of the CLIN have been accomplished in accordance with the terms and conditions of this contract and that related data have been delivered in accordance with the attendant data CLIN. Contracting Officer's acceptance will be furnished following a determination that the requirements have been satisfactorily completed. This shall constitute final inspection and acceptance under the contracts clause titled "INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT."

b. The "Final Report" required by the CDRLs shall be accepted by the Government by Contracting Officer's letter. All other data required by the data CLINs shall be accepted in accordance with Block 8 of the sequence numbers of the DD Form 1423.

000343

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.

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

F-3. PLACE AND METHOD OF DELIVERY:

- a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.
- b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

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

000344

F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: The contractor shall accomplish the following milestone events within the specified performance period to assure timely completion of total contract requirements:

MILESTONE EVENT

TIME PERIOD

CLIN 0001

Kickoff Meeting

15 Days After Contract Award

CLIN 0003

[REDACTED]

Second Quarter FY 00

PDRR PTIR CDR

Fourth Quarter FY 01

PDRR PTIR Near Field Range Test

Fourth Quarter FY 02

Mobile Mooring Station
 Preliminary Design Review

Third Quarter FY 03

PDRR SuR [REDACTED]

Third Quarter FY 05

Mobile Mooring Station
 Critical Design Review

Third Quarter FY 05

CLIN 0005

[REDACTED]

Third Quarter FY 04

CLIN 0007

SuR Preliminary Design Review

Fourth Quarter FY 02

SuR Critical Design Review

Third Quarter FY 03

[REDACTED]

Third Quarter FY 05

CLIN 0011

Deliver Final Report

Twenty-four Months after
 Exercise of Option

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 (A)
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 le 10
 Sec 130
 (a)(b)

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

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

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

000345

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: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the Order Number/PRON; and (3) the words "BMD CONTRACT" in bold type on the face page of the voucher. Since vouchers are paid by Order Number/PRON within accounting classification, it is necessary that the Order Number/PRON be shown on each voucher.

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

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

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

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

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

000346

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	
(4) Total Amount Allotted and Obligated:	\$ 31,431,222	
(5) Net Amount Required for Full Funding:	\$113,735,254	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	29 Oct 99	

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000347

SUBCLIN 0005AB

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>16,934,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>16,934,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0005AC

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>33,303,900*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>33,303,900*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

d. CLINs 0007 and 0008:

SUBCLIN 0007AA

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>185,932,600*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>185,932,600*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

*NOT-TO-EXCEED (NTE)

000348

SUBCLIN 0007AB

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

SUBCLIN 0007AC

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

e. CLINs 0009 and 0010:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 20,798,700*
- (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: \$ 20,798,700*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)

000349

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -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>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

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

G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES: Payments shall be made by EFT procedures in accordance with FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payments. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit this designation to the government payment office no later than 14 days before an invoice or contract financing request is submitted.

G-8. Remittance Address:

Raytheon Company
P.O. Box 360
50 Apple Hill Drive
Tewksbury, MA 01876-0360

000350

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
[REDACTED]	[REDACTED]	[REDACTED] (b)(6)

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

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

H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACTOR COSTS:

a. The target cost and incentive fee of this contract with respect to CLINs 0003 and 0004, are subject to a downward adjustment only, in accordance with the conditions set forth herein. Following is a breakdown of the proposed subcontract efforts and the estimated amounts accepted during negotiations subject to the terms of this clause:

<u>SUBCONTRACTOR</u>	<u>PRICE INCLUDED IN NEGOTIATED VALUE</u>
TRW	\$2,176,293
TCOM 000351	\$8,609,850

b. Upon completion of each subcontractor negotiations with the aforementioned subcontractors, the contractor shall notify the Contracting Officer of the amount negotiated and shall submit to the Contracting Officer accurate, complete, current, and subcontractor certified, subcontract cost, or pricing data together with the supporting prime contractor evaluation and negotiation documentation.

c. In the event that the total negotiated amount is less than that stated in a. above, the parties hereto shall negotiate a downward adjustment in the target cost and incentive fee of this contract and the contract shall be modified in writing accordingly to reflect such downward adjustment and the deletion of this provision in its entirety. In the event that the parties are unable to agree upon such downward adjustment, such disagreement shall be deemed to be a dispute in accordance with the terms of the "Disputes" clause of this contract. In the event that the negotiated amount is equal to or greater than that state above, the contract shall be amended in writing to delete this provision in its entirety.

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

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

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

000352

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

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if Subclin 0007AA and Subclin 0007AB have been exercised.

H-4. COST FOR RISK MITIGATION: During Segment 1, costs allocated to CLIN 0001 shall be limited to those costs directly related to risk mitigation tasks, including associated burden and overhead. These costs shall be exclusive of other development costs, direct and indirect. For example, costs of systems engineering and such support activities as configuration management shall be charged exclusively to CLIN 0003.

H-5. PUBLIC RELEASE OF INFORMATION: The release of information to the public shall be governed by the Security Classification Guide. Requests for release shall be submitted to the U.S. Army Space and Missile Defense Command (USASMDC), ATTN: SMDC-AI Program Security Manager, P.O. Box 1500, Huntsville, AL 35807-3801. No public release of (b) (7)(E) information is authorized.

H-6. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

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RAYTHEON COMPANY

MODIFICATION P00034 TO
CONTRACT DASG60-98-C-0001
PAGE 19 OF 49 PAGES
PREVIOUS: BASIC CONTRACT

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000354

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,861,128 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Oct 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000355

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

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

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
30	52.216-8	FIXED FEE (Applicable to CLINs 0009/0010 AND 0011/0012)	MAR 1997
31	52.216-10	INCENTIVE FEE (Applicable to CLINs 0003/0004)	MAR 1997
32	52.216-12	COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)	APR 1984
33	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
34	52.219-9	SMALL , SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	AUG 1996 MAR 1996
35	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	OCT 1995
36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
37	52.222-2	PAYMENT FOR OVERTIME PREMIUMS Insert <u>0</u> at end of first sentence, paragraph (a).	JUL 1990
38	52.222-3	CONVICT LABOR	AUG 1996
39	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
40	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
41	52.222-26	EQUAL OPPORTUNITY	APR 1984
42	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
43	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
44	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	12 Oct 99	31
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" Rev 1	1 Oct 99	12
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
(b) (7)(E) [REDACTED] [REDACTED] incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
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.	12 Jun 96	28
(b) (7)(E) [REDACTED] attached hereto by reference and previously furnished.	May 99	70

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Security Guide, SUBJECT: JLENS Development Program Payload, Security Classification Guide (U), (b) (7)(E) [REDACTED] attached hereto by reference and previously furnished.	20 Feb 98	22
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U), (includes Appendices A through G, 48 pages) (b) (7)(E) [REDACTED] attached hereto by reference and previously furnished.	7 Sep 99	73
H&R, ES/WR/97-164, Addendum 1 to Volume 3, OPSEC Plan, (b) (7)(E) [REDACTED] attached hereto by reference.	27 Aug 97	10
GFE/S	4 Oct 99	2
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33
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
Acronym List	14 Nov 97	7
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2

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

1. CLEARANCE AND SAFEGUARDING (b) (7)(E)
a. FACILITY CLEARANCE REQUIRED: (b) (7)(E)
b. LEVEL OF SAFEGUARDING REQUIRED: (b) (7)(E)

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
X	a. PRIME CONTRACT NUMBER DASG60-98-C-0001		a. ORIGINAL (Complete date in all cases) Date (YYMMDD) 980113
	b. SUBCONTRACT NUMBER	X	b. REVISED (Supersedes all previous specs) Revision No. 2 Date (YYMMDD) 991012
	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases) Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? [X] YES [] NO. If yes, complete the following
Classified material received or generated under DASG60-96-C0190 (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 contractor's request dated _____, retention of the identified classified material is authorized for a period of: _____

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

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

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

8. ACTUAL PERFORMANCE

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

10. THIS CONTRACT WILL REQUIRE ACCESS TO	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	(b) (7)(E)	(b) (7)(E)	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR GOVERNMENT ACTIVITY	(b) (7)(E)
b. RESTRICTED DATA	(b) (7)(E)	(b) (7)(E)	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	(b) (7)(E)
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	(b) (7)(E)	(b) (7)(E)	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	(b) (7)(E)
d. FORMERLY RESTRICTED DATA	(b) (7)(E)	(b) (7)(E)	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	(b) (7)(E)
e. INTELLIGENCE INFORMATION	(b) (7)(E)	(b) (7)(E)	e. PERFORM SERVICES ONLY	(b) (7)(E)
(1) Sensitive Compartmented Information (SCI)	(b) (7)(E)	(b) (7)(E)	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND	(b) (7)(E)
(2) Non-SCI	(b) (7)(E)	(b) (7)(E)	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY	(b) (7)(E)
f. SPECIAL ACCESS INFORMATION	(b) (7)(E)	(b) (7)(E)	h. REQUIRE A COMSEC ACCOUNT	(b) (7)(E)
TO INFORMATION	(b) (7)(E)	(b) (7)(E)	i. HAVE TEMPEST REQUIREMENTS	(b) (7)(E)
FOREIGN GOVERNMENT INFORMATION	(b) (7)(E)	(b) (7)(E)	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	(b) (7)(E)
g. LIMITED DISSEMINATION INFORMATION	(b) (7)(E)	(b) (7)(E)	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	(b) (7)(E)
FOR OFFICIAL USE ONLY INFORMATION	(b) (7)(E)	(b) (7)(E)	l. OTHER (specify)	(b) (7)(E)
h. OTHER (specify)	(b) (7)(E)	(b) (7)(E)		(b) (7)(E)

12. PUBLIC RELEASE

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by 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.

(b)(7)(E)

DIRECT THROUGH (Specify)

Deputy Commander, U.S. Army Space and Missile Defense Command
ATTN: SMDC-PA
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 guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended, if appropriate for the classified effort. Attach or forward under separate correspondence any documents/guidance directives referenced herein. Add additional pages as needed to provide complete guidance.

SEE ATTACHED PAGES

(b)(7)(E)

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

14. ADDITIONAL SECURITY REQUIREMENTS

Requirements, in addition to NISPOM requirements, are established for this contract. YES NO
If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if add'l.

15. INSPECTIONS

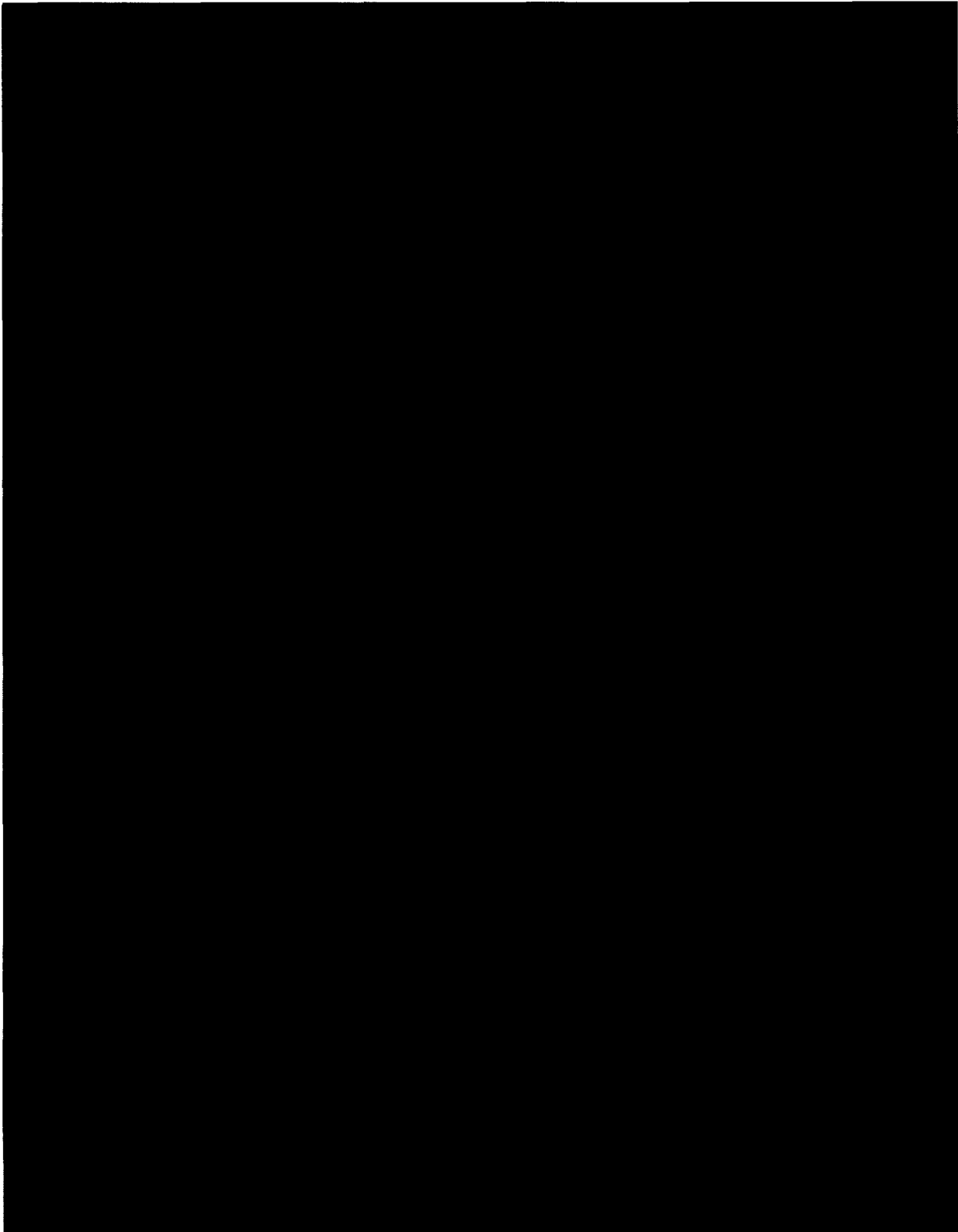
ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, specify and identify specific areas or elements covered and the activity responsible for inspections. Use item 13 if more space is needed.) YES NO

16. CLASSIFICATION AND SIGNATURE

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

<p>a. TYPED NAME OF CERTIFYING OFFICIAL [REDACTED] (b)(6)</p>	<p>b. TITLE [REDACTED] (b)(6)</p>	<p>c. TELEPHONE (Include Area Code) [REDACTED] (b)(6)</p>
<p>d. ADDRESS (Include Zip Code) Deputy Commander, U.S. Army Space and Missile Defense Command [REDACTED] Huntsville, AL 35807-3801</p>	<p>17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> COG FOR PRIME & SUBCONTRACTOR <input checked="" type="checkbox"/> ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> OTHERS AS NECESSARY (b)(6)</p>	
<p>e. SIGNATURE [REDACTED]</p>		

000361



(b)(7)(E)

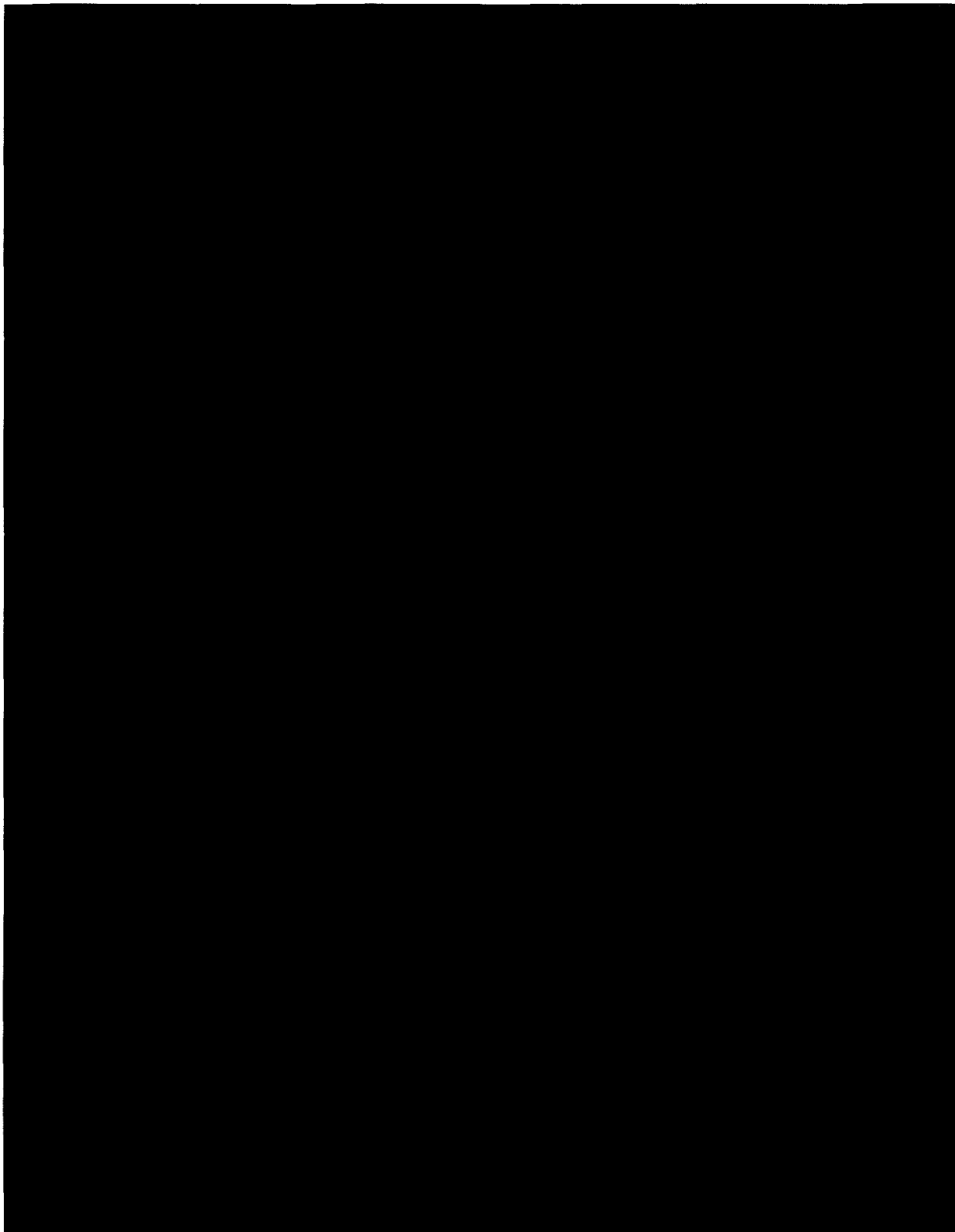
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000362



(b)(7)(E)

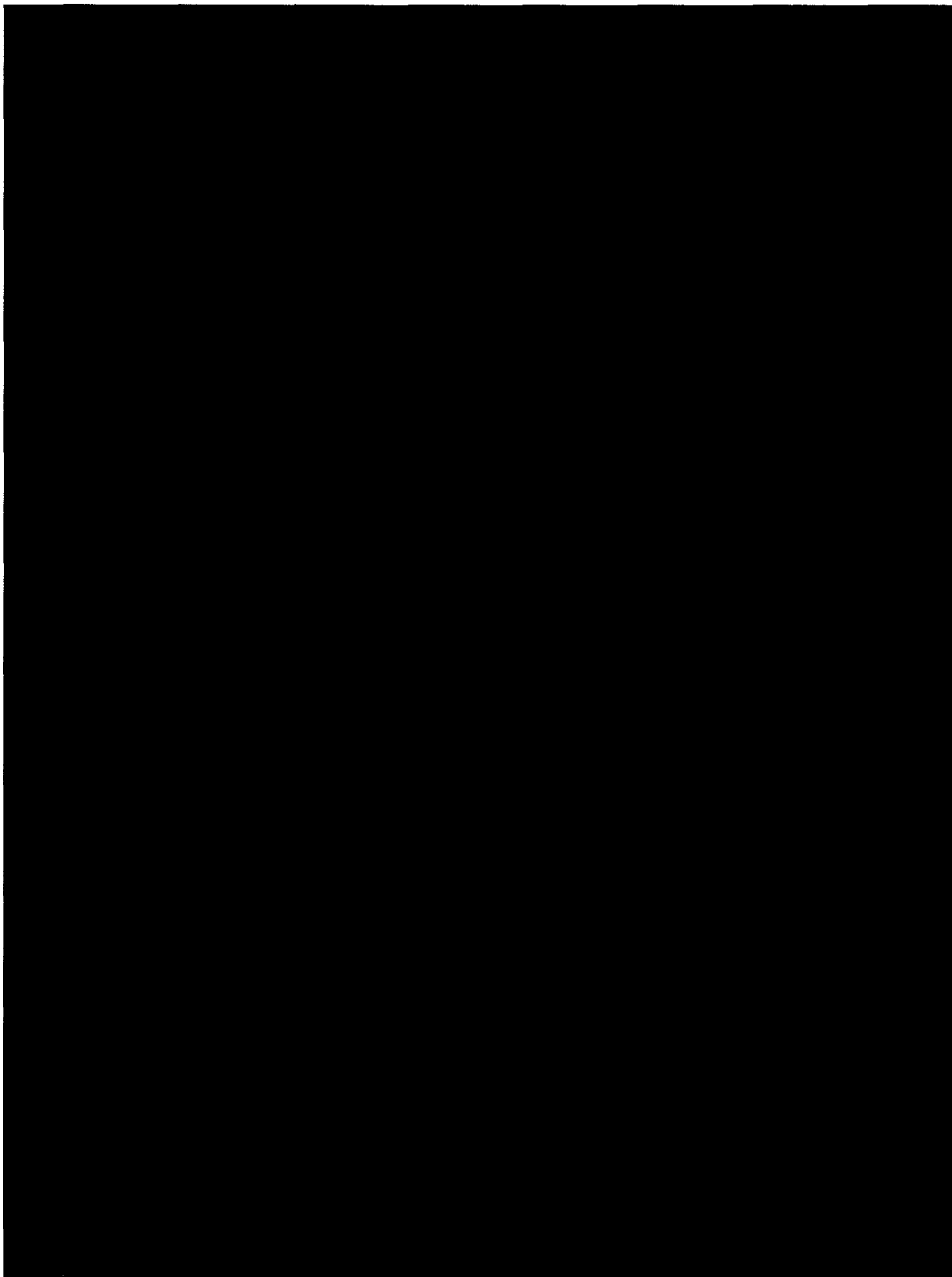
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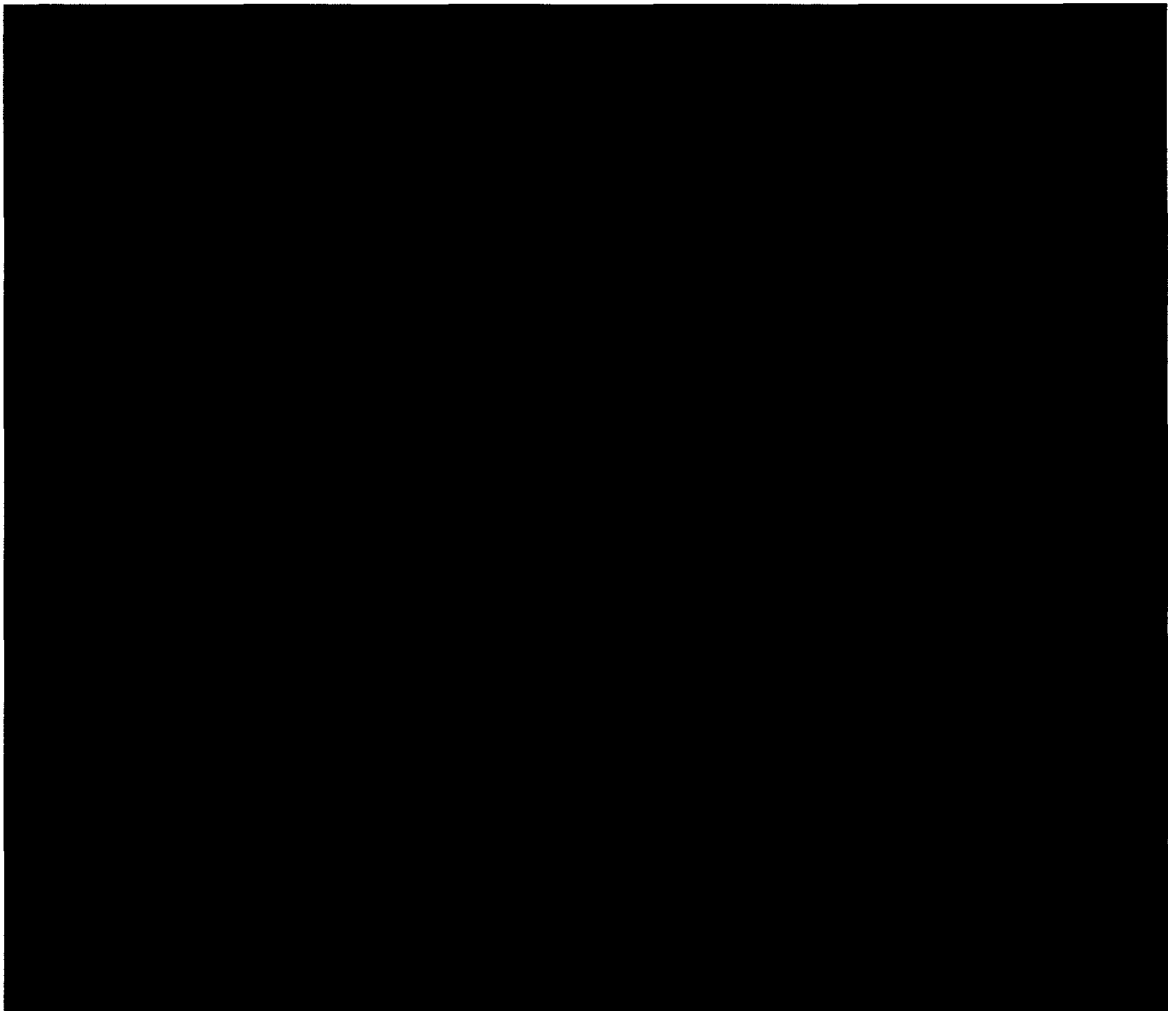
(b)(7)(E)

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(b)(7)(E)

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(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000365

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
---	-----------------	--

D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
-------------------------	--	---------------------------

1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT	3. SUBTITLE
--------------------------	--	-------------

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505	5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	9. FREQUENCY ASREQ	10. DATE OF FIRST SUBMISSION ASREQ	11. DISTRIBUTION																											
8. APP CODE A	11. AS OF DATE	12. DATE OF SUBSEQUENT SUBMISSION ASREQ	<table border="1"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Reg</th> <th>Final</th> </tr> <tr> <td>SMDC-AC-J</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1 HARD COPY /</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1 DISK</td> <td></td> <td></td> <td></td> </tr> <tr> <td>*SMDC-CM-CN</td> <td></td> <td></td> <td></td> </tr> <tr> <td>*ACO</td> <td></td> <td></td> <td></td> </tr> </table>		a. ADDRESSEE	b. COPIES			Draft	Reg	Final	SMDC-AC-J				1 HARD COPY /				1 DISK				*SMDC-CM-CN				*ACO			
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	Draft	Reg	Final																												
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1 DISK																															
*SMDC-CM-CN																															
*ACO																															

18. REMARKS
DEVELOP AND SUBMIT A DETAILED AGENDA 10 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.

PRs: THREE PROGRAM REVIEWS PER YEAR SHALL BE CONDUCTED ROTATED AMONG THE CONTRACTOR FACILITIES AND THE JLENS PROJECT OFFICE, HUNTSVILLE, AL.

PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.

SUBMIT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.

CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.

*LETTER OF TRANSMITTAL ONLY

INTEGRATED BASELINE REVIEW (IBR) OF RESTRUCTURED PROGRAM SHALL BE CONDUCTED 60 TO 120 DAYS AFTER RESTRUCTURE MODIFICATION SIGNED BY PCO. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE IBR AN UPDATED PROGRAM MANAGEMENT PLAN.

G.(b) (6)	H. DATE 12 Oct 99	I.(b) (6)	DATE 12 Oct 99
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

*Full reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract/PR No listed in Block E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM COST/SCHEDULE STATUS REPORT (C/SSR)	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-F-6010A	5. CONTRACT REFERENCE SOW PARA 2.8.2	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION											
8. APP CODE N/A		11. AG OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	<table border="1"> <tr> <td rowspan="2">a. ADDRESSEE</td> <td colspan="3">b. COPIES</td> </tr> <tr> <td>Draft</td> <td>Final</td> <td></td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> <td></td> </tr> </table>	a. ADDRESSEE	b. COPIES			Draft	Final			Reg	Repro	
a. ADDRESSEE	b. COPIES														
	Draft	Final													
	Reg	Repro													

<p>19. REMARKS</p> <p>ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.</p> <p>BLOCK 13: SUBSEQUENT SUBMISSIONS 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.</p> <p>REPORT SHALL BE AT LEVEL 3 OF THE CWBS EXCEPT FOR PAYLOAD ELEMENTS (PTIR AND SR) WHICH SHALL BE REPORTED AT LEVEL 4.</p> <p>LOWER LEVEL REPORTING MAY BE BASED UPON RISK AND WILL BE DETERMINED AT THE INTEGRATED BASELINE REVIEW (IBR).</p> <p>TAILOR DID AS FOLLOWS: PARA 10.4, NARRATIVE EXPLANATIONS ARE NOT REQUIRED. THE CONTRACTOR SHALL PROVIDE A ONE PAGE WHITE PAPER IN CONTRACTOR FORMAT EXPLAINING VARIANCES.</p> <p>*LETTER OF TRANSMITTAL ONLY</p>	<p>SMDC-AC-J</p> <p>1 HARD COPY /</p> <p>1 DISK</p> <p>SMDC-CM-CN</p> <p>*ACD</p>
15. TOTAL	➔

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
	000710		

000368

(482)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Issuing Contracting Office for the Contract/PR to listed in block E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon

1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM DESIGN SPECIFICATION	3. SUBTITLE SPECIFICATION TREE
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4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-81443	5. CONTRACT REFERENCE SOW PARA 3.2	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	a. ADDRESSEE	
				b. COPIES	
				Draft	
				Final	
				Reg	
				Repro	

10. REMARKS SUBMIT SPECIFICATION TREE 60 DAYS PRIOR TO DR(s). SUBSEQUENT SUBMISSIONS AS REQUIRED. APPROVAL: G30/C30 CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN *ACQ			
	15. TOTAL →			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY 000372	J. DATE
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000372

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
 OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM SOFTWARE DEVELOPMENT PLAN	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-PSC-81427	5. CONTRACT REFERENCE SOW PARA 3.5.3	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 60 DAC MODIFICATION	14. DISTRIBUTION								
8. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	<table border="1"> <tr> <td rowspan="2">a. ADDRESSEE</td> <td colspan="2">b. COPIES</td> </tr> <tr> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE	b. COPIES		Draft	Final		Reg	Repro
a. ADDRESSEE	b. COPIES											
	Draft	Final										
	Reg	Repro										

16. REMARKS INITIAL SUBMISSION 60 DAC MODIFICATION AND 60 DAYS PRIOR TO EACH DR(S). SUBSEQUENT SUBMISSIONS AS REQUIRED. CONTENTS OF SOFTWARE DEVELOPMENT PLAN SHALL BE IAW DID. APPROVAL: G30/C30 CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN *ACD			
	15. TOTAL			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY 000376	J. DATE
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS		E. CONTRACT/PFR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM SAFETY ASSESSMENT REPORT			3. SUBTITLE SAFETY ASSESSMENT REPORT			
4. AUTHORITY (Data Acquisition Document No.) DI-SAFT-80102			5. CONTRACT REFERENCE SOW PARA 3.8		6. REQUIRING OFFICE SMDC-AC-J		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION		
8. APP CODE A		11. AG OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18		a. ADDRESSEE	b. COPIES	
						Draft	Final
						Reg	Repr
16. REMARKS THE SAFETY ASSESSMENT REPORT SHALL BE PROVIDED AS FOLLOWS: 60 DAYS PRIOR TO TEST. G30 DAYS/C30 DAYS UPDATED 60 DAYS PRIOR TO TESTING A DIFFERENT CONFIGURATION. G30 DAYS/C30 DAYS. FINAL SUBMITTAL AT END OF CONTRACT. CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY					SMDC-AC-J		
					1 HARD COPY /		
					1 DISK		
					* SMDC-CM-CN		
					* AGO		
15. TOTAL					→		
G. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE		
[REDACTED]			000377		[REDACTED]		
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	3. SUBTITLE JLENS SYSTEM MODEL
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048	5. CONTRACT REFERENCE SOW PARA 3.9.1	8. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE	b. COPIES
					Draft
					Reg
					Final
					Repr

10. REMARKS ENGR M&S RESULTS SHALL BE PROVIDED FOR REVIEW AT DR(s). *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J				
	1 HARD COPY /				
	1 DISK				
	* SMDC-CM-CN				
	*ACQ				
15. TOTAL	→				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY [Redacted]	H. DATE 000 378	I. APPROVED BY [Redacted]	J. DATE
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(b)(6)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0198

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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G. DATA ITEM NO. A015	H. TITLE OF DATA ITEM TEST PLAN	I. SUBTITLE DETAILED TEST PLAN
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J. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80566	K. CONTRACT REFERENCE SOW PARA 5.2	L. REQUIRING OFFICE SMDC-AC-J
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M. DO 250 REQ LT	N. DIST STATEMENT REQUIRED STATEMENT REQUIRED	O. FREQUENCY AS REQUIRED	P. DATE OF FIRST SUBMISSION BLK 18	Q. DISTRIBUTION
R. APP CODE A		S. AS OF DATE	T. DATE OF SUBSEQUENT SUBMISSION BLK 18	U. ADDRESSEE
				V. COPIES
				W. Draft
				X. Final
				Y. Reg
				Z. Repair

18. REMARKS SEE APPENDIX K OF THE PROGRAM SECURITY GUIDE FOR SECURITY TEST PLAN OUTLINE. SUBMIT DRAFT TEST PLANS FOR SUBSYSTEM, INTEGRATION, AND SYSTEM LEVEL TEST 60 DAYS PRIOR TO TEST. SUBMIT FINAL TEST PLAN NL 30 DAYS PRIOR TO TEST. APPROVAL: C15/C10. CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN * ACD
	19. TOTAL

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		000 380	

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0138		
*Add reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0138), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract/PR No listed at Block E.								
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001			F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM TEST INSPECTION REPORTS				3. SUBTITLE DEMO AND TEST REPORTS			
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80909A			5. CONTRACT REFERENCE SOW PARA 5.2		6. REQUIRING OFFICE SMDC-AC-J			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION			
8. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	14. ADDRESS		b. COPIES			
			Draft	Final	Reg	Appr		
16. REMARKS QUICK LOOK REPORTS DUE 48 HOURS AFTER EACH TEST. INTERIM TEST REPORTS DUE 30 DAYS AFTER EACH TEST. APPROVAL G30/C30. FINAL COMPREHENSIVE PROGRAM TEST REPORT DUE 60 DAYS AFTER COMPLETION OF TEST PROGRAM. APPROVAL: G30/C30. CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY						SMDC-AC-J		
						1 HARD COPY /		
						1 DISK		
						* SMDC-CM-CN		
						*ACQ		
15. TOTAL								
G. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE			
[Redacted]		[Redacted]	000381 [Redacted]		[Redacted]			

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(4)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0008, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A018	2. TITLE OF DATA ITEM INTEGRATED SUPPORT PLAN	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80395	5. CONTRACT REFERENCE SOW PARA 6.1.1	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	8. APP CODE A	9. FREQUENCY BLK 16	10. DATE OF FIRST SUBMISSION BLK 16	11. AS OF DATE	12. DATE OF SUBSEQUENT SUBMISSION BLK 16	13. DISTRIBUTION	14. ADDRESSSEE	15. COPIES Dist Reg Reps
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16. REMARKS FIRST SUBMISSION 60 DAYS AFTER START CONTRACT. SUBSEQUENT SUBMISSION WHEN A MAJOR PROGRAM CHANGE OCCURS. THE INTEGRATED SUPPORT PLAN (ISP) SHALL INCLUDE: A. MAINTENANCE PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. B. SUPPLY SUPPORT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. C. [REDACTED] D. MANPRINT MANAGEMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION CONCERNING THE ANALYSIS AND HANDLING OF MANPRINT ISSUES. E. TRAINING PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. F. DEPLOYMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEM. INCLUDE SPECIFIC INFORMATION CONCERNING RESOURCES REQUIRED TO DEPLOY DEMONSTRATION SYSTEM IF A CONTINGENCY WOULD REQUIRE SYSTEM DEPLOYMENT. APPROVAL: G45/C30 CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY							17. PRICE GROUP	18. ESTIMATED TOTAL PRICE
18. TOTAL								

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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

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

G. PREPARED BY [REDACTED]	H. DATE 000383	I. APPROVED BY [REDACTED]	J. DATE
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(b)(6)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
<small>Public reporting burden for this collection of information is estimated to average 170 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract/PW No. listed in Block E.</small>								
A. CONTRACT LINE ITEM NO. 0010		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS			E. CONTRACT/PW NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A021	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT (FMER)				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331			5. CONTRACT REFERENCE SOW PARA 2.8.1			6. REQUIRING OFFICE SMDC-AC-J		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY MONTHLY		12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16			a. ADDRESSEE	b. COPIES	
							Draft	Final
							Reg	Hqrs
18. REMARKS ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD. ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH. TAILOR DID: BLOCK 10, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED. *LETTER OF TRANSMITTAL ONLY						SMDC-AC-J		
						1 HARD COPY /		
						1 DISK		
						SMDC-CM-CN		
						*ACQ		
15. TOTAL						→		
G. PREPARED BY			H. DATE	I. APPROVED BY		J. DATE		
[Redacted]				000-386 [Redacted]				

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0012		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON

1. DATA ITEM NO. 8002	2. TITLE OF DATA ITEM FUNDS AND MANHOOR EXPENDITURE REPORT (FMER)	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331	5. CONTRACT REFERENCE SOW PARA 2.6.1	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	9. FREQUENCY MONTHLY	10. DATE OF FIRST SUBMISSION BLK 18	14. DISTRIBUTION		
11. AS OF DATE	12. DATE OF SUBSEQUENT SUBMISSION BLK 18	13. ADDRESSER		14. COPIES		
8. APP CODE N/A					Draft	Final
				Req	Repe	

16. REMARKS ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD. ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH. TAILOR DID: BLOCK 109, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED. * LETTER OF TRANSMITTAL ONLY.	SMDC-AC-J			
	1 HARD COPY/			
	1 DISK			
	SMDC-CM-CN			
	*ACQ			
15. TOTAL				

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
[Redacted]		000388 [Redacted]	

(b)(6)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget Paperwork Reduction Project (2704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract/PR No listed in Block E.

A. CONTRACT LINE ITEM NO. 0012	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. OASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. 8003	2. TITLE OF DATA ITEM LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT	3. SUBTITLE PROGRAM COST ESTIMATE (PCE)
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448	5. CONTRACT REFERENCE SOW PARA 2.6.3	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION
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8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	4. ADDRESSEE	b. COPIES		
				Draft	Final	
					Reg	Repro

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

THE TOTAL COST SHOULD BE IN THEN YEAR (ESCALATED) DOLLARS IN MILLIONS (\$M).

A DEMONSTRATION SYSTEM REFLECTING THE NEGOTIATED CONTRACT WITH ALL EVENTS, THE PERIOD OF PERFORMANCE, ETC.

AN EMD PROGRAM WHERE 2 RADAR SYSTEMS ARE BUILT FY 06 - FY 08 ASSUMING POM FUNDING.

THE PCE SHOULD BE PHASED ACCORDING TO THE YEARS THE SYSTEMS ARE BUILT.

[REDACTED]

THE WBS SHOULD REFLECT THE COMPONENTS THAT MAKE UP THE END ITEMS.

[REDACTED]

[REDACTED]

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

[REDACTED]

CONTRACTOR FORMAT ACCEPTABLE.

*LETTER OF TRANSMITTAL ONLY

15. TOTAL		→
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G. PREPARED BY [REDACTED]	H. DATE 000389	I. APPROVED BY [REDACTED]	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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

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

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

(b)(6)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract/PR No listed in Block E.							
A. CONTRACT LINE ITEM NO. 0012		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG80-98-C-0001			F. CONTRACTOR Raytheon		
1. DATA ITEM NO. B004	2. TITLE OF DATA ITEM DATA ACCESSION LIST		3. SUBTITLE INTERNAL DATA				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81453			5. CONTRACT REFERENCE SOW PARA 2.9		6. REQUIRING OFFICE SMDC-AC-J		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION 90 DAC OPTION		14. DISTRIBUTION	
9. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16		a. ADDRESSEE	b. COPIES	
					Draft	Final	
					Reg	Repr	
16. REMARKS SUBMIT DATA ACCESSION LIST (DAL) WITHIN 90 DAC MODIFICATION. SUBMIT REVISIONS AS REQUIRED TO MAINTAIN CURRENT. CONTRACTOR SHALL PROVIDE, AT REPRODUCTION COST ONLY, A COPY OF ANY DATA GENERATED UNDER THIS CONTRACT. CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY					SMDC-AC-J		
					1 HARD COPY /		
					1 DISK		
					* SMDC-CM-CN		
					*ACQ		
					15. TOTAL		
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0012		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____												
D. SYSTEM/ITEM JLENS		E. CONTRACT/PN NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon											
1. DATA ITEM NO. B00B	2. TITLE OF DATA ITEM OPERATIONS SECURITY (OPSEC) PLAN		3. SUBTITLE												
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80934		5. CONTRACT REFERENCE SOW PARA 7.0		6. REQUIRING OFFICE SMDC-AC-J											
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 30 DAC OPTION	14. DISTRIBUTION											
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">5. COPIES</th> </tr> <tr> <th>Draft</th> <th>Final</th> <th></th> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Reps</td> </tr> </table>	a. ADDRESSEE	5. COPIES			Draft	Final				Reg	Reps
a. ADDRESSEE	5. COPIES														
	Draft	Final													
		Reg	Reps												
18. REMARKS THE PREVIOUSLY APPROVED OPSEC PLAN SUBMITTED UNDER THE CONCEPT DEFINITION CONTRACT SHALL BE REVISED TO REFLECT THE PRESENT PROGRAM. MAINTAIN CURRENT TO REFLECT MAJOR PROGRAM CHANGES. APPROVAL: G30/C30 *LETTER OF TRANSMITTAL ONLY				SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN * ACO											
15. TOTAL				→											
G. PREPARED BY		H. DATE	I. APPROVED BY	J. DATE											
[REDACTED]		000 394	[REDACTED]												

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 115 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Contracting Office for the Contract/PR file listed in block 6.

A. CONTRACT LINE ITEM NO. 0012	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG80-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. B010	2. TITLE OF DATA ITEM PRESENTATION MATERIAL	3. SUBTITLE DESIGN REVIEWS
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4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373	5. CONTRACT REFERENCE SOW PARA 3.10.1, 3.10.2	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY REQUIRED AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 18	14. DISTRIBUTION
9. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	b. ADDRESS	
			b. COPIES	
			Draft	
			Final	
			Reg	
			Repro	

16. REMARKS SUBMIT AGENDA 25 DAYS PRIOR TO MEETINGS. GOVERNMENT APPROVAL WITHIN 10 DAYS FROM RECEIPT OF AGENDA. SUBMIT HARD COPIES OF PRESENTED MATERIAL WITHIN 10 DAYS AFTER THE MEETING. BLACK/WHITE COPIES SHALL BE PROVIDED IN BLACK/WHITE. COLOR COPIES SHALL BE PROVIDED IN COLOR. SUBMIT MINUTES OF MEETINGS, ATTENDEES, AND ACTION ITEMS WITHIN 10 DAYS AFTER MEETING. SUBMIT COMPLETED ACTION ITEM REPORT WITHIN 10 DAYS AFTER COMPLETION OF ALL ACTION ITEMS. CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN * ACO
15. TOTAL	→

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY [REDACTED]	H. DATE 000396	I. APPROVED BY [REDACTED]	J. DATE
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**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

1 Oct 99

Rev 1

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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); 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 IPTs and the government will be an integral member of contractor IPTs. (3, 5, 7, 9, 11)

2.0 PROGRAM MANAGEMENT

2.1 General

The contractor shall ensure all activities are 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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2.3 Meetings and Reviews - Contractor/Government

The contractor shall conduct program reviews (PRs). The PRs shall address the technical performance; 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, B001) (3, 5, 7, 9, 11)

2.4 Master Integrated Program Schedule (MIPS)

The contractor shall plan, organize, and document the sequence of program events in a MIPS by which the program's progress is measured and assessed. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002) (3, 5, 7, 9, 11)

2.5 Contract Work Breakdown Structure (CWBS)

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to the lowest level at which work is performed. (CDRL A003) (3, 5, 7, 9, 11)

2.6 Cost Reporting

2.6.1 Funds Manhour Expenditure Report

The contractor shall provide a Funds Manhour Expenditure Report. (CDRL B002) (9, 11)

2.6.2 Cost/Schedule Status Reports (C/SSR)

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. This shall include an earned value management control process which provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. The contractor shall flow down earned value management and reporting requirements to major subcontractors which,

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based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The contractor shall prepare and provide C/SSRs (CDRL A003), and Contract Funds Status Reports (CFSRs) (CDRL A004). The contractor shall report to CWBS level 3 except payload elements (PTIR and SR) shall be reported to CWBS level 4. Lower level reporting may be required based upon risk and will be determined at the Integrated Baseline Review (IBR). (CDRL A001). The contractor shall provide a one-page white paper in contractor format explaining variances. (CDRL A003) (3, 5, 7)

2.6.3 Program Cost Estimate

Rough estimated cost for EMD, procurement, and sustainment shall be developed. Anticipated EMD, procurement and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005, B003) (3, 5, 7, 11)

2.7 Renumbered previous paragraph to paragraph 2.63.

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. (CDRL A006, B004) The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval.

All contractual data items shall be delivered in electronic format on permitted media. [REDACTED]

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

[REDACTED] These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: CD-ROM, Zip Disk, JAZZ drive and 3.5 inch diskettes. Media (e.g., diskettes, tapes, etc.) under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. (3, 5, 7, 9, 11)

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3.0 SYSTEM ENGINEERING

3.1 General

The contractor shall implement systems engineering practices and provide a system design that meets the requirements of this SOW and the JPS. Systems Engineering shall include system engineering requirements allocation, system analyses, hardware, software, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach". (3, 5, 7, 9, 11)

3.2 System Engineering Requirements Allocation

The contractor shall develop and provide a Specification Tree to the equivalent of the Critical Item (CI)/Prime Item/subsystem level. (CDRL A007) The contractor shall flow down the requirements of the JPS to the equivalent of the CI/Prime Item/subsystem level. 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 performance specifications to the level annotated in the JPS. (CDRL A009). Below this level, the contractor shall develop and maintain in contractor format, performance specifications to the equivalent CI/Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A010) (3, 5, 7)

3.3 System Analyses

The contractor shall conduct performance analyses to support the system design IAW the requirements of the JDP. [REDACTED]

[REDACTED] Performance analyses shall be completed and system design shall be established prior to DRs. The contractor shall conduct trade studies that shall be completed prior to DRs. All trade studies shall address CAIV (9). All analyses generated in paragraph 3.3 shall be included in the Design Notebook. (CDRL A008) (3, 5, 7)

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

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3.4 Hardware

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

3.5 Software

3.5.1 Reuse

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

3.5.2 Software Engineering Environment (SEE)

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

3.5.3 Software Development

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. 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 CSCI. The contractor shall document the detailed design and requirements traceability for each software unit in a CSCI. (3, 5, 7)

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. (3, 5, 7)

3.5.5 Software Version

The contractor shall document the exact version of each software release. (3, 5, 7)

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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 problem and its solution. (3, 5, 7, 9, 11)

3.5.7 Management Indicators

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the PRs. (3, 5, 7, 9)

3.5.8 Y2K Compliance.

The contractor shall ensure that all hardware and software used on the system is Y2K compliant for use after the year 1999. (3, 5, 7, 9, 11)

3.6 Test Requirements/Plans

The contractor shall develop and document test requirements/plans to ensure system integration and to verify the system meets the requirements of the JPS. (CDRL A015) (3, 5, 7, 9, 11)

3.7 Interface Management and Integration

The design shall be modular to the maximum extent possible and shall facilitate substitution of radars from a separate source. (CDRL A010) (3, 5, 7, 9, 11)

3.8 Safety

The contractor shall conduct system safety engineering in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A012, B005) (3, 5, 7, 9, 11)

3.9 Modeling and Simulation

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach". (3, 5, 7)

3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the JPS. These models and simulations shall be configured to operate either individually or collectively. (CDRL A013) (3, 5, 7)

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3.9.2 System Integration Laboratory (SIL)

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. Actual JLENS hardware and software shall be integrated and tested at the SIL prior to shipment. (3, 5, 7, 9)

3.10 Technical Reviews and Meetings

3.10.1 Design Reviews (DRs)

Using the government approved path to DRs, the contractor shall conduct DRs that meets requirements for preliminary design review and critical design review at the contractor's facilities. (CDRL A014) (3, 5, 7)

3.10.1.1 DR Entrance Criteria

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, flow down of requirements, and Hardware and Software Performance Specifications as specified in the JPS; hardware and software design; ICDs, trade studies, status of risk mitigation efforts and test data; and any additional criteria agreed to at the Program Reviews. (3, 5, 7)

3.10.1.2 DR Exit Criteria

Minimum DR exit criteria shall include: government approved DR minutes, closed critical action items as agreed at the DR, establishment of the closed loop action system, and any additional criteria agreed to at the Program Reviews. (3, 5, 7)

3.10.2 Deleted

3.10.3 Deleted

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4.0 RISK MITIGATION

4.1 General

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next CLIN of the JLENS Program. The contractor shall implement the contract Attachment A6 entitled, "Risk Mitigation Approach". (3, 5, 7, 9)

4.2 Risk Mitigation Tasks

The contractor shall provide the status of risk mitigation tasks. All changes to the Risk Mitigation Approach shall be submitted to the government for approval. Risk Mitigation shall be addressed at each PR. Risk Mitigation test results shall be incorporated into the Design Notebook. (CDRL A008) (3, 5, 7, 9)

4.3 Deleted

5.0 TEST AND EVALUATION

5.1 General

The contractor shall conduct a contractor Test and Evaluation (T&E) program and support a government T&E program. The contractor's T&E program shall demonstrate that the requirements contained in the JPS have been satisfied. The contractor shall maintain traceability from the JPS to all specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) in 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, and system demonstrations. The contractor shall support Early User Testing (EUT). (3, 5, 7, 9)

5.2 Test Plans, Reports, and Reviews

The contractor shall prepare and submit detailed test plans for component, subsystem test, and system demonstrations. (CDRL A015) The contractor shall include entrance and exit criteria for each test/demonstration described in the test plans. The contractor shall prepare and

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submit test reports to document the results of component, subsystem and demonstrations. (CDRL A016)
The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system demonstrations. The government will be the approval authority for all TRRs. (CDRL A017) (3, 5, 7, 9)

5.3 Component and Subsystem Testing

The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans. (3, 5, 7)

5.4 Ground Testing

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Demonstration. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the full technical capability and integration of the system at a land based site. The contractor shall demonstrate that all components of the JLENS system operate IAW the JPS to include both internal and external interfaces. Testing shall be conducted IAW approved test plans. (3, 5, 7, 9)

5.5 System Demonstrations/Exercises

The contractor shall perform system demonstrations that demonstrate all components of the JLENS system operate IAW the JPS to include both internal and external interfaces. The contractor shall use planned government events such as Roving Sands, ASCIET, [REDACTED] etc., where possible to demonstrate system capability. System Demonstrations are system level demonstrations of the full technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. System Demonstrations shall include participation with surface fire units in simulated engagements and live system [REDACTED] and/or [REDACTED]. Testing shall be conducted IAW approved test plans. (3, 5, 7, 9)

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

5.6 Early User Test (EUT)

The contractor shall support the government in the conduct of a JLENS EUT using government test plans and procedures. The contractor shall be responsible for the delivery of test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. EUT readiness shall be determined by the government after completion of an EUT TRR. The contractor shall assist the government with collection, reduction, analysis, and reporting of EUT test data. The EUT maybe conducted concurrently with the system demonstration. (5, 7, 9, 11)

000406

6.0 SPECIALTY ENGINEERING

6.1 Logistics

The contractor shall provide for total contractor logistics support. The contractor shall develop and document a logistics support program for the JLENS system using DoDI 5000.2, AR 700-127, and MIL-PRF-49506, as guides. The contractor shall implement integrated logistics support IAW the contract Attachment A7 entitled, "Integrated Logistics Support Approach". (3, 5, 7, 9, 11)

6.1.1 Integrated Support Plan

The logistics support program shall be documented in an integrated support plan (ISP) that delineates the contractor's logistics support concepts, plans, and procedures for the JLENS system. (CDRL A018, B006) The ISP shall include provisions for MANPRINT, maintenance, supply support, equipment, and training planning. (3, 5, 7, 9, 11)

6.1.2 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 and contractor personnel that provide for proper operation and maintenance of the JLENS system. (3, 5, 7, 9, 11)

6.2 Product Assurance

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (3, 5, 7, 9, 11)

6.3 Environmental Management

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019, B007) (3, 5, 7, 9, 11)

000407

6.4 Configuration Management

The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (3, 5, 7, 9, 11)

7.0 OPERATIONS SECURITY

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020, B008). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and the USASDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (3, 5, 7, 9, 11)

8.0 OPERATIONS AND SUSTAINMENT

The contractor shall operate and provide total contractor logistic support of the JLENS system for a period of two years on a 1/8/5 basis at McGregor Test Range, NM. The contractor shall be responsible for all aspects of operating, maintaining, repairing, and supporting the JLENS system. 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, "Operations and Sustainment Approach." The contractor shall report operations and sustainment activities. (CDRL B001) (11)

000408

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

GFE/S	As of 4 Oct 1999	Qty	CLIN	Date Required	Acq. Cost K\$
[REDACTED]	[REDACTED]	1	3	1QFY00	[REDACTED]
[REDACTED]	[REDACTED]	1	3	4QFY04 thru 2Q-FY05	[REDACTED]
[REDACTED]	[REDACTED]	1	3	2QFY03 thru 3QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	3	1QFY03 thru 3QFY05	[REDACTED]
[REDACTED]	[REDACTED]	2	5	4QFY01	[REDACTED]
[REDACTED]	[REDACTED]	1	5	3QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	5	2QFY00	[REDACTED]
[REDACTED]	[REDACTED]	1	5	3&4QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3QFY04	[REDACTED]
[REDACTED]	[REDACTED]	1	7	2QFY02	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3&4QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3QFY02 thru 3QFY04	[REDACTED]
[REDACTED]	[REDACTED]	1	7	2QFY02 thru 3QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	9	2QFY02	[REDACTED]
[REDACTED]	[REDACTED]	1	9	3QFY00 thru 4QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	9	2QFY00 thru 4QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	9	2Q-FY00 through 4Q-FY05	[REDACTED]
[REDACTED]	[REDACTED]	4	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	5	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	5	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	5	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	7	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	2	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	2	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	2	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	4	All	on hand	[REDACTED]

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

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

000409

(b)(4)

GFE/S	As of 4 Oct 1999	Qty	CLIN	Date Required	Acq. Cost K\$
(b)(3) (A) (i)&Title 10 Sec 130 (a) (b)	[REDACTED]	1	3	1QFY00	[REDACTED]
		2	All	on hand	[REDACTED]
		4	All	on hand	[REDACTED]
		4	All	on hand	[REDACTED]
		2	All	on hand	[REDACTED]
		2	All	on hand	[REDACTED]
(b)(3) (A) (i)&Title 10 Sec 130 (a) (b)	[REDACTED]	4	All	on hand	[REDACTED]
		4	All	on hand	[REDACTED]

↑
(b)(4)

000410

12 Oct 99

6.

**RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE
 (pursuant to DFARS 252.227-7013 and 252.227-7014 AND 252.227-7017) Additional Identification and Assertion of Use, Release, or Disclosure of Restrictions**

In accordance with the requirements of DFARS 252.227-7013 Rights in Technical Data-Non-Commercial Items, 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation and 252.227-7017 Identification and Assertion of Use, Release, or Disclosure of Restrictions, Raytheon Company hereby provides notification that the noted team members developed the following non classified items at private expense and will be delivered to the Government with limited rights for technical data and restricted rights for computer software.

Raytheon Company asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted:

Note: The Bold faced item listed last is the additional entry.

Basis for Assertion	Asserted Rights Category	Entity
Developed at private expense	Limited Rights	Raytheon Company
Developed at private expense	Limited Rights	Raytheon Company, [REDACTED]
Developed at private expense	Limited Rights	Raytheon Company, [REDACTED]
Developed at private expense	Limited Rights	Raytheon Company, [REDACTED]
Developed at private expense	Limited Rights	Raytheon Company
Developed at private expense	Limited Rights	Raytheon Company

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

000411

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
V
PAGE OF PAGES
1 | 3

2. AMENDMENT/MODIFICATION NO. P00035	3. EFFECTIVE DATE 28-Oct-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ED BY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE DASG60	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 928 HANOVER, MD 21076	

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

X D. OTHER (Specify type of modification and authority)
Unilateral: Contract Clause No. 71, "Limitation of Funds"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Cage Code: 04164
 TIN: 041760395
 Order No.: EROD730200-03
 See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. DATE SIGNED
15C. DATE SIGNED	16C. DATE SIGNED

Signature of person authorized to sign: _____

 28 Oct 99

000413

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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 to add the following:

CLINs 0003 and 0004:

ACRN: AG
 ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200 /0HHJLE/H
 ORDER NO.: ER0D730200-03 FUNDED AMT: \$1,000,000 Modification P00035

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(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:	[REDACTED] (b)(4)		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 31,431,222	\$1,000,000	\$ 32,431,222
(5) Net Amount Required for Full Funding:	\$113,735,254	(\$1,000,000)	\$112,735,254
(6) Estimated Period of Performance the Allotted Amount will cover:	12 Nov 99		

000414

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	DASG60-98-C-0001-P00035	3	OF 3

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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

DELETE	ADD
Page 13A, Modification P00033	Page 13A, Modification P00035
Page 14, Modification P00034	Page 14, Modification P00035
Page 21, Modification P00034	Page 21, Modification P00035

ACRN: AC
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
S01021 ER9D740100/9HHJL6/H
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021
ER0D730200/0HHJLE/H
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)
ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)

000416

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 32,431,222
- (5) Net Amount Required for Full Funding: \$112,735,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 12 Nov 99

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000417

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$29,779,256 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 12 Nov 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000418

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **3**

2. AMENDMENT/MODIFICATION NO P00036	3. EFFECTIVE DATE 8-Nov-1999	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
ED BY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 928 HANOVER, MD 21076	

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

CODE **04164** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Unilateral: Contract Clause No. 71, "Limitation of Funds"

E. IMPORTANT: Contractor 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.)

Cage Code: **04164**
 TIN: **041760395**
 Order No.: **ER0D730200-04**
 See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16. [Redacted]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
Signature of person authorized to sign	16C. DATE SIGNED 8 Nov 99

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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, pursuant to FAR 43.103(B), the government elects to add the cumulative amount for each ACRN in Section G-5. ACCOUNTING AND APPROPRIATION DATA, and

NOW, THEREFORE, the contract is modified as follows:

CLINs 0003 and 0004:

ACRN: AG
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200/OHH/LE/H
ORDER NO.: ER0D730200-04 Funded Amt: \$1,500,000 Modification P00036

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:			(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 32,431,222	\$1,500,000	\$ 33,931,222
(5) Net Amount Required for Full Funding:	\$112,735,254	(\$1,500,000)	\$111,235,254
(6) Estimated Period of Performance the Allotted Amount will cover:		29 Nov 99	

000420

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DASG60-98-C-0001-P00036

PAGE
3 OF 3

NAME OF OFFEROR OR CONTRACTOR
H&R COMPANY

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

DELETE	ADD
Page 13, Modification P00027	Page 13, Modification P00036
Page 13A, Modification P00035	Page 13A, Modification P00036
Page 14, Modification P00035	Page 14, Modification P00036
Page 21, Modification P00035	Page 21, Modification P00036

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
CUMULATIVE AMOUNT:	\$440,100
ACCT CLASS:	2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009) ER8D730400-04 FUNDED AMT: (\$500,000)(P00011) ER8D730400-05 FUNDED AMT: (\$525,000)(P00019) ER8D730400-06 FUNDED AMT: (\$ 9,503)(P00024) ER8D730400-07 FUNDED AMT: (\$ 7,400)(P00027)

ACRN:	AD
CUMULATIVE AMOUNT:	\$0
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H
ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001) ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN:	AB
CUMULATIVE AMOUNT:	\$2,298,235
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/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 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009) ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000422

ACRN: AC
 CUMULATIVE AMOUNT: \$17,832,987
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE
 CUMULATIVE AMOUNT: \$7,500,000
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF
 CUMULATIVE AMOUNT: \$3,300,000
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG
 CUMULATIVE AMOUNT: \$3,000,000
 ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)

000423

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 33,931,222
- (5) Net Amount Required for Full Funding: \$111,235,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 29 Nov 99

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000424

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$31,156,448 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Nov 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000425

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1 3
2. AMENDMENT/MODIFICATION NO. 137	3. EFFECTIVE DATE 2-Dec-1999	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY [REDACTED] FILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801		7. ADMINISTERED BY (if other than item 6) Defense Logistics Agency P.O. Box 688 Tyngsboro, MA 01879		CODE: [REDACTED] (b)(6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
CODE: 04164 FACILITY CODE:			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 11) 30-Jan-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of _____ is extended. <input type="checkbox"/> is not extended.					
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IF MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B) THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF					
X D. OTHER (Specify type of modification and authority) Unilateral Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) TIN: 041760395 Order No.: ER00730200-05 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereof use changed, remains unchanged and in full force and					
15A. NAME AND TITLE OF SIGNER (Type or print)			16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		
(Signature of person authorized to sign)			[REDACTED] 2/99 (b)(6)		

EXCEPTION TO SF 33
APPROVED BY OIRM 11-84

30-10390

Prescribed by GSA
FAR (48 CFR) 53.243

000426

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00037	2 OF 3

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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 fund CLINs 0003 and 0004 of the contract, and

Whereas, pursuant to FAR 43.103(B), the government elects to amend the accounting classification for ACRN AG as reflected herein, and

NOW, THEREFORE, the contract is modified as follows:

CLINs 0003 and 0004:

ACRN: AG
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H
ORDER NO.: ER0D730200-05 Funded Amt: \$3,000,000 Modification P00037

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:			(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 33,931,222	\$3,000,000	\$ 36,931,222
(5) Net Amount Required for full Funding:	\$111,235,254	(\$3,000,000)	\$108,235,254
(6) Estimated Period of Performance the Allotted Amount will cover:		21 Jan 00	

000427

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00037	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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

DELETE
Page 13A, Modification P00036
Page 14, Modification P00036
Page 21, Modification P00036

ADD
Page 13A, Modification P00037
Page 14, Modification P00037
Page 21, Modification P00037

000428

ACRN: AC
 CUMULATIVE AMOUNT: \$17,832,987
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE
 CUMULATIVE AMOUNT: \$7,500,000
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF
 CUMULATIVE AMOUNT: \$3,300,000
 ACCT CLASS: 9790400 2501 36-6011 P407500.00000 2552 ER9D740100
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG
 CUMULATIVE AMOUNT: \$6,000,000
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)

000429

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

a CLINs 0001 and 0002:

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

b CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 36,931,222
- (5) Net Amount Required for Full Funding: \$108,235,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 21 Jan 00

c CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000430

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$33,910,833 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 21 Jan 00. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000431

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00038	2 OF 2

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to FAR 43.103(a), the government elects to incorporate a revised data item into the contract, and

Whereas, the parties hereto agree that this revised data item may be incorporated into the contract without cost or schedule impact, and

Now, Therefore, the contract is modified as follows:

1. SECTION J – LIST OF ATTACHMENTS is modified to delete Contract Data Requirements List (DD form 1423) data item no. 18, dated 12 Oct 99, 1 page, and add Contract Data Requirements List (DD Form 1423) data item no. 18, dated 7 Dec 99, 1 page.



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

DELETE	ADD
Page 47, Modification P00034	Page 47, Modification P00038

000433

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item No. A018	12 Oct 99 07 Dec 99	30 1	
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program " Rev 1	1 Oct 99	12	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
 incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16	(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28	
 attached hereto by reference and previously furnished.	May 99	70	(b)(7)(E)

000434

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 1 1/2 hours per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, reviewing and editing the collection of information, sending comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please do not return your form to either of these addresses. Send completed form to Department of Defense, Contracting Office for the Contract(s) to which it pertains.</small>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG80-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A018	2. TITLE OF DATA ITEM INTEGRATED SUPPORT PLAN		3. SUMMARY				
4. AUTHORITY (Show Acquisition Document No.) DILSS-80395		5. CONTRACT REFERENCE SOW PARA 6.1.1		6. REQUIRING OFFICE SMDC-AC-J			
7. DD FORM REQ LT	8. ANY STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY BLK 18	12. DATE OF FIRST SUBMISSION BLK 18	14. DISTRIBUTION			
9. APP CODE A		11. AIR OP DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	4. ADDRESS/EX	5. DATES	6. QUANTITIES	
				Draft	Final	Req	Spec
<p>16. REMARKS</p> <p>THE CONTRACTOR SHALL SUBMIT PLAN BY 31 MAR 00. SUBSEQUENT SUBMISSION WHEN A MAJOR PROGRAM CHANGE OCCURS. THE INTEGRATED SUPPORT PLAN (ISPI) SHALL INCLUDE:</p> <p>A. MAINTENANCE PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION ON BIT/BITE, FAILURE ANALYSIS/DIAGNOSTICS, ON-LINE DIAGNOSTICS, ON-SITE RESOLUTION OF SOFTWARE ANOMALIES, AND RAM CHARACTERISTICS.</p> <p>B. SUPPLY SUPPORT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS.</p> <p>C. EQUIPMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION CONCERNING ANTI-TAMPER INITIATIVES AND COTS AND GOTS EQUIPMENT. INCLUDE COST, RANGE AND QUANTITY, AND REQUIRED DELIVERY DATE(S) FOR ALL GOTS REQUIREMENTS.</p> <p>D. MANPRINT MANAGEMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION CONCERNING THE ANALYSIS AND HANDLING OF MANPRINT ISSUES.</p> <p>E. TRAINING PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS.</p> <p>F. DEPLOYMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEM. INCLUDE SPECIFIC INFORMATION CONCERNING RESOURCES REQUIRED TO DEPLOY DEMONSTRATION SYSTEM IF A CONTINGENCY WOULD REQUIRE SYSTEM DEPLOYMENT.</p> <p>APPROVAL: G45/C30</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>*LETTER OF TRANSMITTAL ONLY</p>				<p>SMDC-AC-J</p> <p>1 HARD COPY /</p> <p>1 DISK</p> <p>* SMDC-CM-CN</p> <p>* AGO</p>			
G. [REDACTED]	H. DATE 7 Dec 1999	I. APPROVED BY [REDACTED]		J. DATE 7 Dec 99			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

000435

(b)(6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 039	3. EFFECTIVE DATE 03-Jan-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
SUBMITTED BY ██████████ ██████████ PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD DEFENSE COMMAND	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE S2206A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
CODE 04184			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 11) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of _____ is extended, <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 13, and returning _____ copies of the document; (b) by acknowledging receipt of this amendment on each copy of the offer or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral: Contract clause No. 71, "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) TIN: 041760395 Order No.: EROD730200 08 See Page 2				
<i>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</i>				
15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15C. DATE SIGNED
(Signature of person authorized to sign)		██████████		Jan 00

(b)(6)

(b)(6)

EXCEPTION TO SF 10 APPROVED BY OIRM 11-84

30-105.04

Prescribed by GSA FAR (48 CFR) 53.243

30 (Rev. 10-83)

000436

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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 fund CLINs 0003 and 0004 of the contract, and

Whereas, pursuant to the contractor's request (letter SDD:99:1473, 20 Dec 99) the Remittance Address in Section G-8 is changed as shown on the slipsheet page to the contract.

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN:	AG		
ACCT CLASS:	2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H		
ORDER NO.:	ER0D730200-06	Funded Amt: \$1,000,000	Modification P00039
	ER0D730200-07	Funded Amt: (\$1,000,000)	Modification P00039
	ER0D730200-08	Funded Amt: \$6,000,000	Modification P00039

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 36,931,222	\$6,000,000	\$ 42,931,222
(5) Net Amount Required for Full Funding:	\$108,235,254	(\$6,000,000)	\$102,235,254
(6) Estimated Period of Performance the Allotted Amount will cover:		6 Mar 00	

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

000437

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00039	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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

DELETE
Page 13A, Modification P00037
Page 14, Modification P00037
Page 21, Modification P00037
Page 15, Modification P00034

ADD
Page 13A, Modification P00039
Page 14, Modification P00039
Page 21, Modification P00039
Page 15, Modification P00039

000438

ACRN: AC
CUMULATIVE AMOUNT: \$17,832,987
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
ER8D730500/8HHJLE/H
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE
CUMULATIVE AMOUNT: \$7,500,000
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
ER9D730100/9HHJLE/H
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF
CUMULATIVE AMOUNT: \$3,300,000
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
S01021 ER9D740100/9HHJL6/H
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG
CUMULATIVE AMOUNT: \$12,000,000
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021
ER0D730200/0HHJLE/H
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)
ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)
ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)
ER0D730200-05 FUNDED AMT: \$3,000,000 (P00037)
ER0D730200-06 FUNDED AMT: \$1,000,000 (P00039)
ER0D730200-07 FUNDED AMT: (\$1,000,000)(P00039)
ER0D730200-08 FUNDED AMT: \$6,000,000 (P00039)

000439

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	
(4) Total Amount Allotted and Obligated:	\$ 42,931,222	
(5) Net Amount Required for Full Funding:	\$102,235,254	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	6 Mar 00	

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000440

d. CLINs 0011 and 0012:

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

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

G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES: Payments shall be made by EFT procedures in accordance with FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payments. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit this designation to the government payment office no later than 14 days before an invoice or contract financing request is submitted.

G-8. Remittance Address:



(b)(4)

000441

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$39,419,604 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 6 Mar 00. The amount of [redacted] s obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000442

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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 fund CLINs 0003 and 0004 of the contract, and

Whereas, pursuant to the contract clause, "Government Furnished Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts (Deviation), the Government Furnished Property List is revised to provide authorization to use government owned facilities accountable under contracts DAAH01-95-E-0001 and DAAH01-97-E-0003 on a non-interference basis, and

Whereas, pursuant to FAR 43.103(a), the Contract Data Requirement List (CDRL) is revised to delete the submission of the Software Development Plan under CLIN 0004, and

NOW, THEREFORE, the contract is modified as follows:

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

ACRN: AG
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHLE/H
 ORDER NO.: ER0D730200-09 Modification P00040 Funded Amt: \$4,000,000

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment of Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 42,931,222	\$4,000,000	\$ 46,931,222
(5) Net Amount Required for Full Funding:	\$102,235,254	(\$4,000,000)	\$ 98,235,254

(b)(4)

(b)(4)

000444

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00040	3 OF 3

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

(6) *Estimated Period of Performance the Allotted Amount will cover:*

31 Aug 00

3. SECTION J - LIST OF ATTACHMENTS is modified as follows.

a. Delete GFE/S, 4 Oct 99, 2 pages and add GFE/S*, 3 Jan 00, 2 pages.

b. Delete Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List, 12 Oct 99, 30 pages & Data Item No. A018, 07 Dec 99, 1 page and add Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List, 12 Oct 99, 29 pages & Data Item No. A018, 07 Dec 99, 1 page and Data Item No. A011, 12 Jan 00, 1 page.

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

DELETE	ADD
Page 13A, Modification P00039	Page 13A, Modification P00040
Page 14, Modification P00039	Page 14, Modification P00040
Page 21, Modification P00039	Page 21, Modification P00040
Page 47, Modification P00038	Page 47, Modification P00040
Page 48, Modification P00034	Page 48, Modification P00040

000445

ACRN: AC
 CUMULATIVE AMOUNT: \$17,832,987
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE
 CUMULATIVE AMOUNT: \$7,500,000
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF
 CUMULATIVE AMOUNT: \$3,300,000
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG
 CUMULATIVE AMOUNT: \$16,000,000
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)
ER0D730200-09	FUNDED AMT:	\$4,000,000 (P00040)

000446

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

a CLINs 0001 and 0002:

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

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 46,931,222
- (5) Net Amount Required for Full Funding: \$ 98,235,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Aug 00

(b)(4)

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000447

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

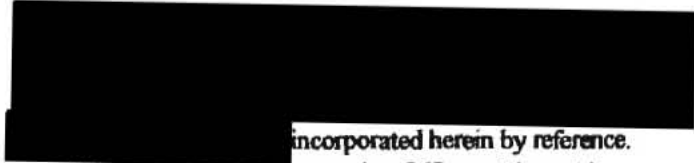

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$43,092,118 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Aug 00. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000448

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item No. A018 & Data Item No. A011	12 Oct 99 07 Dec 99 12 Jan 00	29 1 1	
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" Rev 1	1 Oct 99	12	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
 incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16	(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28	
 attached hereto by reference and previously furnished.	May 99	70	(b)(7)(E)

000449

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Security Guide, SUBJECT: JLENS Development Program Payload Security Classification Guide (U), [REDACTED] attached hereto by reference and previously furnished.	20 Feb 98	22	(b)(7)(E)
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U) (includes Appendices A through G, 48 pages) [REDACTED] attached hereto by reference and previously furnished.	7 Sep 99	73	(b)(7)(E)
H&R ES/WR/97-164 Addendum 1 to Volume 3, OPSEC Plan, [REDACTED] attached hereto by reference.	27 Aug 97	10	(b)(7)(E)
GFE/S*	3 Jan 00	2	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33	
The Acrostat 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	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	

000450

MODIFICATION P00040 TO
CONTRACT DASG60-98-C-0001

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

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

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

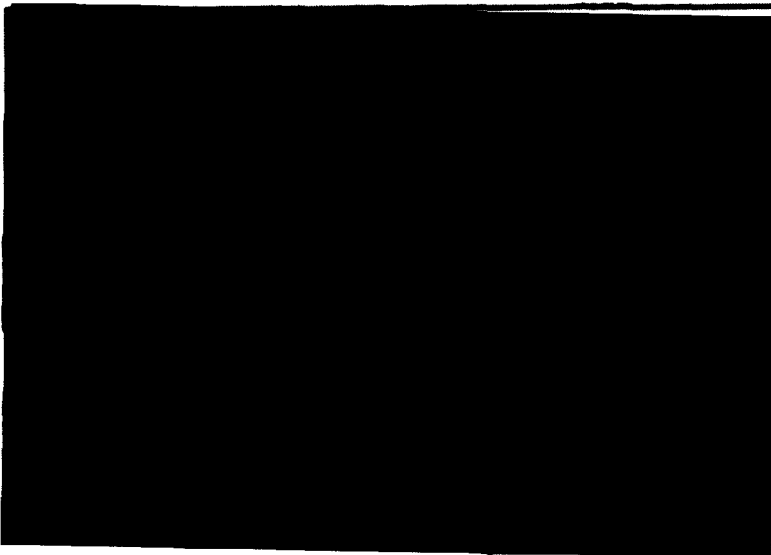
GFE/S*	As of 3 Jan 2000	Qty	CLIN	Date Required	Acq. Cost K\$
		1	3	1QFY00	
		1	3	4QFY04 thru 2Q-FY05	
		1	3	2QFY03 thru 3QFY05	
		1	3	1QFY03 thru 3QFY05	
		2	5	4QFY01	
		1	5	3QFY03	
		1	5	2QFY00	
		1	5	3&4QFY03	
		1	7	3QFY03	
		1	7	3QFY04	
		1	7	2QFY02	
		1	7	3&4QFY03	
		1	7	3QFY02 thru 3QFY04	
		1	7	2QFY02 thru 3QFY05	
		1	9	2QFY02	
		1	9	3QFY00 thru 4QFY05	
		1	9	2QFY00 thru 4QFY05	
		1	9	2Q-FY00 through 4Q-FY05	
		4	All	on hand	
		5	All	on hand	
		5	All	on hand	
		5	All	on hand	
		7	All	on hand	
		2	All	on hand	
		2	All	on hand	
		2	All	on hand	
		4	All	on hand	

↑
(b)(4)
↓

000452

MODIFICATION P00040 TO
 CONTRACT DASG60-98-C-0001

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



Qty	CLIN	Date Required	Acq. Cost K\$
1	3	1QFY00	
2	All	on hand	
4	All	on hand	
4	All	on hand	
2	All	on hand	
2	All	on hand	
4	All	on hand	
4	All	on hand	

↑
 (b)(4)
 ↓

(b)(7)(E)

000453

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	3
2. AMENDMENT/MODIFICATION NO. 0041	3. EFFECTIVE DATE 25-Jan-2000	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)			
ISSUED BY ██████████ AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT ORDER NO DASG60-98-C-0001			
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 04164		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 13, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(H).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF						
X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) TIN: 041760395 Order No.: 4N-D-55103-4N-01 See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and						
15A. NAME AND TITLE OF SIGNER (Type or print)			16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16. DATE SIGNED	
(Signature of person authorized to sign)					2000	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

HS-101-

430 (Rev. 10-87)

Prescribed by GSA
FAR (48 CFR) 53.243

000454

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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 fund CLINs 003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN: AH
 ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021 4N0551034N/04N551/4N
 ORDER NO.: 4N-0-55103-4N-01 Modification P00041 Funded Amt: \$700,000

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 46,931,222	\$700,000	\$ 47,631,222
(5) Net Amount Required for Full Funding:	\$ 98,235,254	(\$700,000)	\$ 97,535,254
(6) Estimated Period of Performance the Allotted Amount will Cover:		30 Sep 00	

(b)(4)

000455

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	DASG60-98-C-0001-P00041	3	OF 3

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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

DELETE	ADD
Page 14, Modification P00040	Page 13B, Modification P00041
Page 21, Modification P00040	Page 14, Modification P00041
	Page 21, Modification P00041

000456

RAYTHEON COMPANY


MODIFICATION P00041 TO
CONTRACT DASG60-98-C-0001
PAGE 13B OF 49 PAGES
ADDED: MOD P00041

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)



000457

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: 
- (4) Total Amount Allotted and Obligated: \$ 47,631,222
- (5) Net Amount Required for Full Funding: \$ 97,535,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 00

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000458

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$43,734,808 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 00. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000459

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE # OF PAGES
				V	1 3
2. AMENDMENT/MODIFICATION NO. 142	3. EFFECTIVE DATE 01-Mar-2000	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
CODE: W31RPD DEFENSE COMMAND HUNTSVILLE, AL 35807-3801		7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE: S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730-0000 CODE 04164				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. DASG6C-98-C-0001 X 10B. DATED (SEE ITEM 13) X 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this document, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL. Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCI section headings, including solicitation/contract subject matter where feasible.) TIN: 041760395 Order No.: ER0D730200-12 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)					
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 01-Mar-2000	

(b)(6)

(b)(6)

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

000460

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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 fund 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 to add the following:

CLINs 0003 and 0004:

ACRN: AG
 ACCT CLASS: 2102040 36 9618 P172419E55 255V ER0D730200 S01021 ER0D730200/0HHJLE/H
 ORDER NO.: ER0D730200-10 Funded Amt: \$1,000,000 Modification P00042
 ER0D730200-11 Funded Amt: (\$1,000,000) Modification P00042
 ER0D730200-12 Funded Amt: \$ 700,000 Modification P00042

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	0	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 47,631,222	\$700,000	\$ 48,331,222
(5) Net Amount Required for Full Funding:	\$ 97,535,254	(\$700,000)	\$96,835,254
(6) Estimated Period of Performance the Allotted Amount will Cover:		30 Sep 00	

000461

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00042	PAGE 3 OF 3
---------------------------	--	----------------

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON COMPANY

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

DELETE
Page 13A, Modification P00040
Page 14, Modification P00041
Page 21, Modification P00041

ADD
Page 13A, Modification P00042
Page 14, Modification P00042
Page 21, Modification P00042

000462

ACRN: AC
 CUMULATIVE AMOUNT: \$17,832,987
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE
 CUMULATIVE AMOUNT: \$7,500,000
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF
 CUMULATIVE AMOUNT: \$3,300,000
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG
 CUMULATIVE AMOUNT: \$16,700,000
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021
 ER0D730200/0HHJLE/H


ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)
ER0D730200-09	FUNDED AMT:	\$4,000,000 (P00040)
ER0D730200-10	FUNDED AMT:	\$1,000,000 (P00042)
ER0D730200-11	FUNDED AMT:	(\$1,000,000)(P00042)
ER0D730200-12	FUNDED AMT:	\$ 700,000 (P00042)



000463

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: 
- (4) Total Amount Allotted and Obligated: \$ 48,331,222
- (5) Net Amount Required for Full Funding: \$ 96,835,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 00

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

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

*NOT-TO-EXCEED (NTE)

000464

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,377,498 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 00. The amount of [redacted] s obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000465

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1 3
1. AMENDMENT/MODIFICATION NO. P00043	3. EFFECTIVE DATE 27-Jun-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
5. ISSUED BY [REDACTED]	CODE W31RPO DEFENSE COMMAND	7. ADMINISTERED BY (if other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE S2205A	
HUNTSVILLE, AL 35807-3801					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.:	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DAS60-88-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not changed. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section H-3, Options					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: NACXXX00680104-01 See Page 2					
[REDACTED] DATE SIGNED [REDACTED] [REDACTED] 1/30 (Rev. 10-83)					

(b)(6)

(b)(6)

000466

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H -- Special Contract Requirements, Paragraph H-3. OPTIONS, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$250,000 is provided to exercise 1202 hours of Surge Option Subclin 0009AB, and

Now, Therefore, the contract is modified as follows:

1. The contract is hereby modified to exercise [REDACTED] Subclin 0009AB in the amount of 250,000. Standard Form 26, Block 15G, is increased by \$250,000 from \$145,604,422 to \$145,854,422. (b)(4)

2. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the establishment of Subclin 0009AA for the available DPPH and the establishment of Subclin 0009AB for exercised DPPH with R&D funds as shown below:

CLIN	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT
0009AA	Available Direct Productive Person Hours (DPPH))	[REDACTED]	See B-10	\$20,548,700
0009AB	Exercised DPPH with R&D Funds	[REDACTED]		\$ 250,000

(b)(4)

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

Subclin 0009AB:

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

ACRN: AK
CUMULATIVE AMT: \$50,000
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123 REF: [REDACTED] 0101129881 (b)(3)(A)
ORDER NO.: [REDACTED] 0101129881-2 (i)&Title 10
FUNDED AMT: \$50,000 Modification P00043 Sec 130 (a)(b)

4. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: is modified to add the following:

Subclin 0009AB:

(1) Amount Required for Full Funding, Including Fee(s): \$250,000 NTE*
(2) Amount allotted Under the LOF Clause for Payment of Costs: TBD
(3) Amount Separately Obligated for Payment of Fee: TBD
(4) Total Amount Allotted and Obligated: \$250,000 NTE*
(5) Net Amount Required for Full Funding: - 0 -

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

000467

5. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The CPFF unit price per DPPH was used to exercise CLIN 0009 incrementally. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification. The contractor agrees to submit a CPFF proposal for the total DPPH for CLIN 0009 and cost and pricing data supporting the proposal. The schedule for definitizing CLIN 0009 is:

Submission of Proposal	45 days after effective of this modification
Commence Negotiations	Approximately 30 days after receipt of DCAA Audit Report
Award Definitive Contract Modification	180 days after effective date of this modification.

Failure of the parties to reach an agreement is subject to the Disputes Clause, FAR 52.233-1, of the contract.

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

DELETE
Page 1, Modification P00034
Page 13B, Modification P00041
Page 14B, Modification P00034

ADD
Page 1, Modification P00043
Page 3B, Modification P00043
Page 13B, Modification P00043
Page 14B, Modification P00043
Page 14C, Modification P00043

000468

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 350)	RATING DX-A2	PAGE OF PAGES 1 13
CONTRACT (Proc. Use Only) NO. ASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE NO. (U.S. SUBJECT NO.) ORDER NO.: ER8D700500-01	

5. ADMINISTERED BY (If other than item 7) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076 SCD: A ADP: NA PAS: NONE	6. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730	8. DISCOUNT FOR PROMPT PAYMENT NET
9. 10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN BY: ITEM See Section G, Para. G-1	

11. SHIP TO/MARK FOR CODE SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423	12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e)(1) (B) <input type="checkbox"/> 41 USC 253(e)(1)	14. ACCOUNTING AND APPROPRIATION DATA See Section G-5

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					

15G. TOTAL AMOUNT OF CONTRACT — \$ 145,854,422

✓/1	SEC.	DESCRIPTION	PAGE(S)	✓/1	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
✓	A	SOLICITATION/CONTRACT FORMS	1	✓	I	CONTRACT CLAUSES	25-46
✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
✓	C	DESCRIPTION/SPEC./WORK STATEMENT		✓	J	LIST OF ATTACHMENTS	47-48
✓	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND RESTRICTIONS			
✓	E	INSPECTION AND ACCEPTANCE	9		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓	F	DELIVERIES OR PERFORMANCE	10-11		L	RESTRICTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
✓	G	CONTRACT ADMINISTRATION DATA	12-15		M	EVALUATION FACTORS FOR AWARD	
✓	H	SPECIAL CONTRACT REQUIREMENTS	16-24				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or portions of the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19. NAME AND TITLE OF SHORER (Type or print) See Page 1A NAME OF CONTRACTOR 19C. DATE SIGNED	20A. NAME OF CONTRACTING OFFICER See Page 1A 20B. UNITED STATES OF AMERICA BY _____ Signature of Contracting Officer	20C. DATE SIGNED
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000469

RAYTHEON COMPANY

MODIFICATION P00043 TO
CONTRACT DASG60-98-C-0001
PAGE 3B OF 49 PAGES
ADD: MOD P00043

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	\$20,548,700
0009AB	Exercised DPPH With R&D Funds		See B-10	\$ 250,000

(b)(4)

000470

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: \$50,000
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123
REF: BMDO 0101129881
ORDER NO/PRON; BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043)

000471

SUBCLIN 0007AB

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

SUBCLIN 0007AC

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

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 20,548,700*
- (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: \$ 20,548,700*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)

000472

RAYTHEON COMPANY

MODIFICATION P00043 TO
CONTRACT DASG60-98-C-0001
PAGE 14C OF 49 PAGES
ADD: MOD P00043

SUBCLIN 0009AB:

- | | |
|---|--------------------|
| (1) Amount Required for Full Funding, Including Fee(s): | \$ <u>250,000*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: | \$ <u>-0-</u> |
| (3) Amount Separately Obligated for Payment of Fee: | \$ <u>-0-</u> |
| (4) Total Amount Allotted and Obligated: | \$ <u>-0-</u> |
| (5) Net Amount Required for Full Funding: | \$ <u>250,000*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | |

*NOT-TO-EXCEED (NTE)

000473

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. 44	3. EFFECTIVE DATE 28-JUN-2000	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)			
6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: ER0D730200-13 See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				15B. RESPONSIBLE OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED		
(Signature of person authorized to sign)				28-Jun-2000		

(b)(6)

(b)(6)

EXCEPTION TO SF 30
PROVED BY OIRM 11-84

30-105-04

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

000474

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 fund 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 to add the following:

CLINs 0003 and 0004:

ACRN: AG
ACCT CLASS: 212040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H
ORDER NO.: ER0D730200-13 Funded Amt: \$537,400 Modification P00044

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

CLINs 0003 and 0004.

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment of Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 48,331,222	\$537,400	\$ 48,868,622
(5) Net Amount Required for Full Funding:	\$ 96,835,254	(\$537,400)	\$ 96,297,854
(6) Estimated Period of Performance the Allotted Amount will Cover:		30 Oct 00	

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

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

DELETE	ADD
Page 13A, Modification P00042	Page 13A, Modification P00044
Page 14, Modification P00042	Page 14, Modification P00044
Page 21, Modification P00042	Page 21, Modification P00044

000475

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 48,868,622
- (5) Net Amount Required for Full Funding: \$ 96,297,854
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Oct 00

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 00M476

ACRN: AC
 CUMULATIVE AMOUNT: \$17,832,987
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE
 CUMULATIVE AMOUNT: \$7,500,000
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF
 CUMULATIVE AMOUNT: \$3,300,000
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG
 CUMULATIVE AMOUNT: \$17,237,400
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)
ER0D730200-09	FUNDED AMT:	\$4,000,000 (P00040)
ER0D730200-10	FUNDED AMT:	\$1,000,000 (P00042)
ER0D730200-11	FUNDED AMT:	(\$1,000,000)(P00042)
ER0D730200-12	FUNDED AMT:	\$ 700,000 (P00042)
ER0D730200-13	FUNDED AMT:	\$ 537,400 (P00044)

000477

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

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

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,870,900 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Oct 00. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

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

000478

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE V PAGE OF PAGES 1 3

2. AMENDMENT/MODIFICATION NO. 45 3. EFFECTIVE DATE 25-JUL-2000 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND CODE W31RPD 7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY CODE S2206A P.O. BOX 688 HUNTSVILLE, AL 35807-3801 TYNGSBORO, MD 01879

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. DAS660-98-C-0001 X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164 FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMRNDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended is not extended

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

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section H-2 Downward Adjustment Provision Regarding Subcontractor Costs and Section H-3 Options D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: BMDa0101129881-03 See Page 2

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

PROVED BY OIRM 11-84

Prescribed by USA FAR (48 CFR) 53.243

000479

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-2 Downward Adjustment Provision Regarding Subcontractor Costs, the parties agree to delete the provision, and

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-3. Options, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$35,000 is provided to exercise [REDACTED] Subclin 0009AB, and (b)(4)

Now, Therefore, the contract is modified as follows:

1. The contract is hereby modified to delete Paragraph H-2 Downward Adjustment Provision Regarding Subcontractor Costs.
2. The contract is hereby modified to [REDACTED] of Subclin 0009AB in the amount of \$35,000. Standard Form 26, Block 15G, is increased by \$35,000 from \$145,854,422 to \$145,889,422. (b)(4)
3. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise [REDACTED] in the amount of \$35,000 by decreasing Subclin 0009AA – [REDACTED] amount \$20,513,700 and increasing Subclin 0009AB – Exercised with R&D funds to: quantity [REDACTED] amount \$285,000. (b)(4)
4. Section G, Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

Subclin 0009AB:
ACRN: AK
ACCT CLASS: 9700400 2520 0603 173C 2564 BMDO0101129881 012123 REF: BMDO0101129881
ORDER NO: BMDO0101129881-03
FUNDED AMT: \$35,000 Modification P00045

5. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified to add the following:

Subclin 0009AB:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$250,000 NTE*	\$35,000 NTE*	\$285,000 NTE*
(2) Amount Allotted under the LOF Clause for Payment of Costs:	TBD	TBD	TBD
(3) Amount Separately Obligated for Payment Of Fee:	TBD	TBD	TBD
(4) Total Amount Allotted and Obligated:	\$250,000 NTE*	\$35,000 NTE*	\$285,000 NTE*
(5) Net Amount Required for Full Funding:	- 0 -	- 0 -	- 0 -

000480

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

6. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The CPFF unit price per DPPH was used to exercise CLIN 0009 incrementally. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification in accordance with the schedule in Modification P00043.

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

DELETE

Page 1, Modification P00043
Page 3B, Modification P00043
Page 13B, Modification P00043
Page 14B, Modification P00043
Page 14C, Modification P00043
Page 16, Modification P00034
Page 17, Modification P00034

ADD

Page 1, Modification P00045
Page 3B, Modification P00045
Page 13B, Modification P00045
Page 14B, Modification P00045
Page 14C, Modification P00045
Page 16, Modification P00045
Page 17, Modification P00045

000481

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 380)	RATING DX-A2	PAGE OF 1	PAGES 19
TRACT (Proc. Inv. Mod. No.) G60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUESTOR/PURCHASE REQUEST SUBJECT NO. ORDER NO.: ER8070500-01		
ISSUED BY ARMY SPACE AND MISSILE DEFENSE COMMAND INTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		CODE W31RPD	5. ADMINISTERED BY (If other than item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076		
(b)(6)		SCD: A	ADP: NA	PAS: NONE	

7. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, country, State and ZIP Code) RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NET
CODE 04164 FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified to THE ADDRESS SHOWN IN: ITEM See Section G, Para. G-1

11. SHIP TO/MAKE FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423	12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover
--	--

13. AUTHORITY FOR USES OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 USC 2304(e)(1) (B) <input type="checkbox"/> 41 USC 203(a)(1)	14. ACCOUNTING AND APPROPRIATION DATA See Section G-5
--	--

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					

15G. TOTAL AMOUNT OF CONTRACT = \$ 145,889,422

16. TABLE OF CONTENTS				
(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC. DESCRIPTION PAGE(S)	
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES	
✓ A	SOLICITATION/CONTRACT FORMS	1	✓ I	CONTRACT CLAUSES 25-44
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
✓ C	DESCRIPTIONS/SPEC./WORK STATEMENTS		✓ J	LIST OF ATTACHMENTS 47-48
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND RESTRICTIONS	
✓ E	INSPECTION AND ACCEPTANCE	9	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFICERS
✓ F	DELIVERIES OR PERFORMANCE	10-11	L	INSTR., COND., AND NOTICES TO OFFICERS
✓ G	CONTRACT ADMINISTRATION DATA	12-15	M	EVALUATION FACTORS FOR AWARD
✓ H	SPECIAL CONTRACT REQUIREMENTS	18-24		

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or portions of the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, conditions, certifications, and specifications, as are attached or stated by reference herein. (Attachments are listed hereto.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
NAME AND TITLE OF SENDER (Type or print) See Page 1A		20A. NAME OF CONTRACTING OFFICER See Page 1A	
NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
<i>Signature of person authorized to sign</i>	000482	BY <i>Signature of Contracting Officer</i>	

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]	(b)(4)
0009AB	Exercised DPPH With R&D Funds	[REDACTED]	See B-10	\$ [REDACTED]	

000483

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

CLIN 0009

(a) Subclin 0009AB

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

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

000484

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

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>20,513,700*</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>20,513,700*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

*NOT-TO-EXCEED (NTE)

000485

SUBCLIN 0009AB:

- | | |
|---|--------------------|
| (1) Amount Required for Full Funding, Including Fee(s): | \$ <u>285,000*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: | \$ <u>-0-</u> |
| (3) Amount Separately Obligated for Payment of Fee: | \$ <u>-0-</u> |
| (4) Total Amount Allotted and Obligated: | \$ <u>-0-</u> |
| (5) Net Amount Required for Full Funding: | \$ <u>285,000*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | |

*NOT-TO-EXCEED (NTE)

000486

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System Project Office (JLENSPO)	SMDC-AC-J	(256)955-2432

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

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

H-2. RESERVED

000487

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

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

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

000488

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE: V PAGE OF PAGES: 1 | 2

AMENDMENT/MODIFICATION NO. PC0046	3. EFFECTIVE DATE 2-Aug-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY [REDACTED] HUNTSVILLE, AL 35897-3601	CODE W31RPO DEFENSE COMMAND	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879	CODE S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DAS000-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 0416A FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
H-3 Options and FAR 43.103(e)

D. OTHER (Specify type of modification and authority)

E. DEPOSITANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.)
 Order No.: BMD00101129881-03(A)
 See Page 2

16A. NAME OF CONTRACTING OFFICER (Type or print)	[REDACTED]
16B. TITLE	[REDACTED]
16C. DATE SIGNED	2 Aug 00

EXCEPTION TO FAR 50 APPROVED BY OIRM 11-84

000489

FORM 30 (Rev. 10-83) PREPARED BY OEA PAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-3, Options, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, the parties hereto agree that an additional [REDACTED] of Surge Option Subclin 0009AB may be exercised to increase the [REDACTED] for the funds in the amount of \$285,000 previously provided in Modifications P00043 and P00045, (b)(4)

NOW, THEREFORE, the contract is modified as follows:

1. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise [REDACTED] at no additional Not to Exceed (NTE) amount by decreasing Subclin 0009AA – Available DPPH to: quantity [REDACTED] and increasing Subclin 0009B – Exercised with R&D funds to: quantity [REDACTED]. The dollar amounts are unchanged. (b)(4)
2. The following page substitutions are hereby incorporated into the contract:



DELETE
Page 3B, Modification P00045

ADD
Page 3B, Modification P00046

000490

RAYTHEON COMPANY

MODIFICATION P00046 TO
CONTRACT DASG60-98-C-0001
PAGE 3B OF 49 PAGES
PREVIOUS: MOD P00045

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	\$20,513,700	(b)(4)
0009AB	Exercised DPPH With R&D Funds		See B-10	\$ 285,000	

000491

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CYCLE V	PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. J047	3. EFFECTIVE DATE 18-AUG-2000	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)								
6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3401		7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE 32208A								
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)								
CODE 04784		FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. DATED 04-1-0001								
				X 10B. DATED (SEE ITEM 13) 30-JAN-1988								
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS												
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.												
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule												
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.												
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.												
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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: Contract Clause No. 71, "Limitation of Funds"												
D. OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.												
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: ER00730203-14 See Page 2												
Should be provided herein, all terms and conditions of the document referenced in Item 14 or 10A or herefrom deleted, remain unchanged and in full force and effect.												
<table border="1"> <tr> <td colspan="2">15. DATE SIGNED</td> <td colspan="2">16. DATE SIGNED</td> </tr> <tr> <td colspan="2">8-15-00</td> <td colspan="2">18 Aug 00</td> </tr> </table>					15. DATE SIGNED		16. DATE SIGNED		8-15-00		18 Aug 00	
15. DATE SIGNED		16. DATE SIGNED										
8-15-00		18 Aug 00										

EXCEPTION TO SF 30
APPROVED BY ODLM 11-44

10-

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

000492

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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, 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: AG
ACCT CLASS 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H
ORDER NO.: ER0D730200-14 Funded Amt: (\$45,000) Modification P00047

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 48,868,622	(\$45,000)	\$ 48,823,622
(5) Net Amount Required for Full Funding:	\$96,297,854	\$45,000	\$ 96,342,854
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Oct 00	

(b)(4)

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

<p>DELETE Page 13A, Modification P00044 Page 14, Modification P00044 Page 21, Modification P00044</p>	<p>ADD Page 13A, Modification P00047 Page 14, Modification P00047 Page 21, Modification P00047</p>
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000493

ACRN: AC
 CUMULATIVE AMOUNT: \$17,832,987
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE
 CUMULATIVE AMOUNT: \$7,500,000
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF
 CUMULATIVE AMOUNT: \$3,300,000
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG
 CUMULATIVE AMOUNT: \$17,192,400
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)
ER0D730200-09	FUNDED AMT:	\$4,000,000 (P00040)
ER0D730200-10	FUNDED AMT:	\$1,000,000 (P00042)
ER0D730200-11	FUNDED AMT:	(\$1,000,000)(P00042)
ER0D730200-12	FUNDED AMT:	\$ 700,000 (P00042)
ER0D730200-13	FUNDED AMT:	\$ 537,400 (P00044)
ER0D730200-14	FUNDED AMT:	(\$ 45,000)(P00047)

000494

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

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

- b. CLINs 0003 and 0004:
 - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
 - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
 - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
 - (4) Total Amount Allotted and Obligated: \$ 48,823,622
 - (5) Net Amount Required for Full Funding: \$ 96,342,854
 - (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Oct 00

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

*NOT-TO-EXCEED (NTE)

000495

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,829,585 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Oct 00. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000496

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE: V PAGE OF PAGES: 1 | 3

AMENDMENT/MODIFICATION NO. 00048	3. EFFECTIVE DATE 28-AUG-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ██████████ ██████████ ██████████ HUNTSVILLE, AL 35807-3801	CODE W31RPD BASE COMMAND	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879	CODE S2208A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.	
CODE 04164		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. DAS08000 C-0001	
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
H-3 Options and FAR 43.103(a)

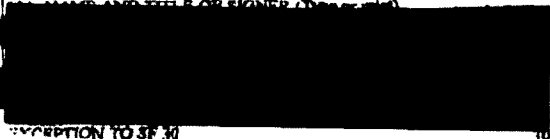

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Order No.: ER00731900-01
See Page 2

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

16A.  16B.  SIGNED

APPROVED BY OIRM 11-84 (Rev. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

000497

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-3, Options, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$45,000 is provided [redacted] Surge Option Subclin 0009AB, and (b)(4)

NOW, THEREFORE, the contract is modified as follows:

1. The contract is hereby modified to [redacted] Subclin 0009AB in the amount of \$45,000. Standard Form 26, Block 15G, is increased by \$45,000 from \$145,889,422 to \$145,934,422. (b)(4)

2. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise of 400 hours in the amount of \$45,000 by decreasing Subclin 0009AA – Available [redacted] amount \$20,468,700 and increasing Subclin 0009AB – Exercised with R&D funds to: [redacted] amount \$330,000. (b)(4)

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

Subclin 0009AB:

ACRN: AL
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021 ER0D731900/0HHJLE/H
ORDER NO.: ER0D731900-01
FUNDED AMT: \$45,000 (Modification P00049)

4. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified to add the following:

Subclin 0009AB:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$285,000 NTE*	\$45,000 NTE *	\$330,000 NTE*
(2) Amount Allotted under the LOF Clause for Payment of Costs:	TBD	TBD	TBD
(3) Amount Separately Obligated for Payment Of Fee:	TBD	TBD	TBD
(4) Total Amount Allotted and Obligated:	\$285,000 NTE*	\$45,000 NTE*	TBD
(5) Net Amount Required for Full Funding:	- 0 -	- 0 -	- 0 -

* NOT TO EXCEED SUBJECT TO DOWNWARD NEGOTIATIONS ONLY

000498

5. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification in accordance with the schedule in Modification P00043.

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

DELETE

Page 1, Modification P00045
Page 3B, Modification P00046
Page 13B, Modification P00045
Page 14B, Modification P00045
Page 14C, Modification P00045

ADD

Page 1, Modification P00048
Page 3B, Modification P00048
Page 13B, Modification P00048
Page 14B, Modification P00048
Page 14C, Modification P00048

000499

AWARD/CONTRACT		1. THIS CONTRACT IS A RAFTD ORDER UNDER OPAB (15 CFR 350)	2. EFFECTIVE DATE 98 Jan 30	3. ACQUISITION/PURCHASE (ACQ) ORDER NO.: ER80700500-01
4. NAME AND ADDRESS OF CONTRACTOR (Mn., street, city, country. State and ZIP Code)		5. ADMINISTERED BY (If other than item 3)		
RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076		
6. DELIVERY <input type="checkbox"/> FOB CRACKS <input checked="" type="checkbox"/> OTHER (See below)		7. NAME AND ADDRESS OF CONTRACTOR (Mn., street, city, country. State and ZIP Code)		
8. DISCOUNT FOR PROMPT PAYMENT NET		9. NAME AND ADDRESS OF CONTRACTOR (Mn., street, city, country. State and ZIP Code)		
10. SUBMIT INVOICES (If copies and/or address specified to the address shown on:)		11. NAME AND ADDRESS OF CONTRACTOR (Mn., street, city, country. State and ZIP Code)		
ITEM See Section G, Para. G-1		RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		

11. SHIP TO/MAKE FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423	12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover
13. AUTHORITY FOR LBBB OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2306(a)(1) (b) <input type="checkbox"/> 41 USC 203(a)(1)	14. ACCOUNTING AND APPROPRIATION DATA See Section G-8

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					\$ 145,934,422

17. SEC.		DESCRIPTION		PAGE(S)	
PART I - THE SCHEDULE					
✓	A	SOLICITATION/CONTRACT FORMS		1	✓
✓	B	SUPPLIES OR SERVICES AND FREIGHTS		2-7	✓
✓	C	DESCRIPTIONS, WORK STATEMENTS			✓
✓	D	PACKAGING AND MARKING		8	✓
✓	E	INSPECTION AND ACCEPTANCE		9	✓
✓	F	DELIVERIES OR PERFORMANCE		10-11	✓
✓	G	CONTRACT ADMINISTRATION DATA		12-15	✓
✓	H	SPECIAL CONTRACT REQUIREMENTS		16-24	✓
PART II - CONTRACT CLAUSES					
		CONTRACT CLAUSES		25-46	
PART III - LIST OF ENCLOSURES, EXHIBITS AND OTHER ATTACH.					
		LIST OF ATTACHMENTS		47-62	
PART IV - REPRESENTATIONS AND DECLARATIONS					
		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
		INSTRS., CORRELS. AND NOTICES TO OFFERORS			
		EVALUATION FACTORS FOR AWARD			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return to contracting officer.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any conditions stated in the award documents which constitute the contract which constitute the Government's solicitation and your offer and (b) the award/contract. No further correspondence is necessary.
19. NAME AND TITLE OF OFFEROR (Type or print) See Page 1A	20A. NAME OF CONTRACTING OFFICER See Page 1A
21. NAME OF CONTRACTOR	22. UNITED STATES OF AMERICA
23. DATE SIGNED	24. DATE SIGNED
Signature of person authorized to sign	Signature of Contracting Officer

000500