

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM
MODIFICATION

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

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

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

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

ACRN:	BA
CUMULATIVE AMOUNT:	\$21,200,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000
ORDER NO:	ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)

ACRN:	BC
CUMULATIVE AMOUNT:	\$82,000
ACCT CLASS:	974 0400 1202 184 JT01 606051 65126J 600008 59233 525700 PRON: NMIPR049207127
ORDER NO:	NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$23,688,321 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$23,688,321 dollars.

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

DELETE

ADD

Page 13Bi, Modification P00094

Page 13Bi, Modification P00095

001001

ACRN: AT
CUMULATIVE AMOUNT: \$6,984,679
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021
ER3D730200/34KJLE/4K0000
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)
ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW
CUMULATIVE AMOUNT: \$100,000
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700
NMIPR039207
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY
CUMULATIVE AMOUNT: \$3,000,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021
ER4D730000/44KJLE/4K0000
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA
CUMULATIVE AMOUNT: \$21,200,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021
ER4D731500/44KJLE/4K0000
ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)
ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)
ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)

ACRN: BB
CUMULATIVE AMOUNT: \$146,000
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
PRON: NMIPR049207063
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC
CUMULATIVE AMOUNT: \$82,000
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
PRON: NMIPR049207127
ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)
NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)

001002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P 296	3. EFFECTIVE DATE 30-Aug-2004	4. REQUISITION/PHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. AGENCY CODE W911QM	7. ADMINISTERED BY (if other than item 6) DEM TYNGSBORO PO BOX 888 TYNGSBORO MA 01779		CODE: NONE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DAYTON COMPANY 100 HAWTHORN ROAD NEOFOND MA 01730-6000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER No. DAS66C-98-C-007		
			X 10B. DATED (SEE ITEM 13) 20-Aug-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 offers <input type="checkbox"/> is earliest, <input type="checkbox"/> is not extended.					
<p>offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</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 appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).					
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: a. <u>Government</u>					
D. OTHER (Specify type of modification and authority)					
3. 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.					
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes:					
1. Decrease incremental funding in the amount of \$2,000,000 for performance of CLIN 0003.					
2. Provide incremental funding in the amount of \$1,990,000 for performance of CLIN 0005.					
3. All other terms and conditions remain unchanged and in full force and effect.					
<p>cept 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.</p>					
A. NAME AND TITLE OF SIGNING OFFICER (Type or print) (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
13C. DATE SIGNED (b)(6) 8/31/04			16C. DATE SIGNED SEP - 1 2004		

APPROVED BY ORDM 11 R4

30-105-04

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

001003

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to transfer an increment of funds from CLINS 0003/0004 to CLINS 0005/0006, and

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

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

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

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

ACRN: AY
CUMULATIVE AMOUNT: \$1,000,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021
ER4D730000/44KJLE/4K0000
ORDER NO: ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

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

ACRN: BA
CUMULATIVE AMOUNT: \$23,200,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021
ER4D731500/44KJLE/4K0000
ORDER NO: ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)

ACRN: BC
CUMULATIVE AMOUNT: \$72,000
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 25700
PRON: NMIPR049207127
ORDER NO: NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

d. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINS 0003 and 0004 and CLINS 0013 and 0014) is modified as follows:

CLINS 0003 and 0004:

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

(b)(4)

001004

for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 96,738,101	(\$ 2,000,000)	\$ 94,738,101
(5) Net Amount Required for Full Funding:	\$ 48,428,375	\$ 2,000,000	\$ 50,428,375
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Dec 03		31 Dec 03

2. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$25,678,321.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$25,678,321.

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

DELETE

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

ADD

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

001005

ACRN: AT
 CUMULATIVE AMOUNT: \$6,984,679
 ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021
 ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)
 ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)
 ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)
 ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)
 ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)
 ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW
 CUMULATIVE AMOUNT: \$100,000
 ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700
 NMIPR039207

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

ACRN: AY
 CUMULATIVE AMOUNT: \$1,000,000
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021
 ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)
 ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

CLIN 0005

ACRN: BA
 CUMULATIVE AMOUNT: \$23,200,000
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021
 ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)
 ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)
 ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)
 ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)

ACRN: BB
 CUMULATIVE AMOUNT: \$146,000
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
 PRON: NMIPR049207063


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



ACRN: BC
 CUMULATIVE AMOUNT: \$72,000
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
 PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)
 NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)
 NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

001006

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: \$ 94,738,101*
 - (5) Net Amount Required for Full Funding: \$ 50,428,375*
 - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03

- 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)

001007

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 Acrostat 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 _____ s presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of _____ is obligated for Potential Fee for a total amount of _____ for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of _____ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of _____ is obligated for Potential Fee (if applicable), for a total amount of _____ for CLIN 0003. (b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of _____ is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 22 Oct 04. The amount of _____ s obligated for Potential Fee (if applicable), for a total amount of _____ for CLIN 0013. (b)(4)

001008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1 2
2. AMENDMENT/MODIFICATION NO. P00097	3. EFFECTIVE DATE 13-Sep-2004	4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO. (If applicable)	
6. IS [redacted] CODE PAGE & MISSILE DEFENSE COMMAND [redacted] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801	WS9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying _____, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$380,000 for performance of CLIN 0005. All other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			[redacted] (b)(6)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA [redacted] (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED (b)(6) 13-Sep-2004	

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

001009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM
MODIFICATION

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

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

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

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

ACRN:	BA
CUMULATIVE AMOUNT:	\$23,580,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000
ORDER NO:	ER4D731500-05 FUNDED AMT: \$ 380,000 (P00097)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$26,058,321.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$26,058,321.

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

DELETE

ADD

Page 13Bi, Modification P00096

Page 13Bi, Modification P00097

001010

ACRN: AT
 CUMULATIVE AMOUNT: \$6,984,679
 ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021
 ER3D730200/34KJLE/4K0000
 ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)
 ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)
 ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)
 ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)
 ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)
 ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW
 CUMULATIVE AMOUNT: \$100,000
 ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700
 NMIPR039207
 ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY
 CUMULATIVE AMOUNT: \$1,000,000
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021
 ER4D730000/44KJLE/4K0000
 ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)
 ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

CLIN 0005

ACRN: BA
 CUMULATIVE AMOUNT: \$23,580,000
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021
 ER4D731500/44KJLE/4K0000
 ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)
 ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)
 ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)
 ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)
 ER4D731500-05 FUNDED AMT: \$ 380,000 (P00097)

ACRN: BB
 CUMULATIVE AMOUNT: \$146,000
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
 PRON: NMIPR049207063
 ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC
 CUMULATIVE AMOUNT: \$72,000
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
 PRON: NMIPR049207127
 ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)
 NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)
 NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

001011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGES OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. POMOB 98	3. EFFECTIVE DATE 07-Oct-2004	4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO (if applicable)	
6. 3Y CODE W9113M	7. ADMINISTERED BY (if other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 11) 20-Aug-1998		
CODE 04164			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) 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 date, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). AS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$21,474,000 for performance of CLIN 0005 and \$9,269,110 for performance of CLIN 0013. All other terms and conditions remain unchanged and in full force and effect. Due to Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 99.					
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)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15C. DATE SIGNED	
(Signature of person authorized to sign)				07-Oct-2004 (b)(6)	
		(Signature of Contracting Officer)			

EXCEPTION TO SF 30
VED BY OIRM 11-84

30-105-04

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

001012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM
MODIFICATION

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

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

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

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

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

ACRN: BH
CUMULATIVE AMOUNT: \$21,474,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021
ER5D730000/54KJLE/4K0000
ORDER NO: ER5D730000-01 FUNDED AMT: \$21,474,000 (P00098)

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

ACRN: BJ
CUMULATIVE AMOUNT: \$9,269,110
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021
ER5D730100/54KJLE/4K0000
ORDER NO: ER5D730100-01 FUNDED AMT: \$9,269,110 (P00098)

d. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004 and CLINs 0013 and 0014) is modified as follows:

CLINs 0013 and 0014:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 30,778,000	\$ 9,269,110	\$ 40,047,110
(5) Net Amount Required for Full Funding:	\$ 10,269,110	(\$ 9,269,110)	\$ 1,000,000
(6) Estimated Period of Performance	22 Oct 04		30 Sep 05

(b)(4)

001013

the Allotted Amount will cover:

2. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$47,532,321.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$47,532,321.

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

DELETE

Page 13Bii, Modification P00094
Page 13D, Modification P00094
Page 15, Modification P00094
Page 21, Modification P00096

ADD

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

001014

ACRN: BD
CUMULATIVE AMOUNT: \$85,000
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021
44N005/4N41JS254N/4N0000
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE
CUMULATIVE AMOUNT: \$100,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021
ER4D732100/44KJLE/4K0000
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN: BF
CUMULATIVE AMOUNT: \$100,000
ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021
44N006/4N41JD224N/4N0000
ORDER NO: 4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

ACRN: BG
CUMULATIVE AMOUNT: \$1,975,321
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D732100 S01021
ER3D732100/34KJLE/4K0000
ORDER NO: ER3D732100-01 FUNDED AMT: \$1,975,321 (P00094)

ACRN: BH
CUMULATIVE AMOUNT: \$21,474,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021
ER5D730000/54KJLE/4K0000
ORDER NO: ER5D730000-01 FUNDED AMT: \$21,474,000 (P00098)

CLIN 0009

(a) SUBCLIN 0009AA

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

001015

CLIN 0013

ACRN: AU
CUMULATIVE AMOUNT: \$7,970,000
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021
ER3D730000/34KJLE/4K0000
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX
CUMULATIVE AMOUNT: \$3,396,000
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021
ER3D740000/34KJLE/4K0000
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ
CUMULATIVE AMOUNT: \$19,412,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021
ER4D730100/44KJLE/4K0000
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)
ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)
ER4D730100-03 FUNDED AMT: \$ 500,000 (P00094)

ACRN: BJ
CUMULATIVE AMOUNT: \$9,269,110
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021
ER5D730100/54KJLE/4K0000
ORDER NO: ER5D730100-01 FUNDED AMT: \$9,269,110 (P00098)



001016

d. CLINs 0011 and 0012:

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

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,047,110</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>40,047,110</u>
(5) Net Amount Required for Full Funding:	\$ <u>1,000,000</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 05

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>8,323,376</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>8,323,376</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

001017

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 [redacted] 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 31 Dec 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. (b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0013. (b)(4)

1001018

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT NO. CODE V	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 3 99	3. EFFECTIVE DATE 07-Feb-2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY US ARMY SPACE & MISSILE OFFENSE COMMAND MUNTSVILLE AL 36007 0801 (b)(6)	CODE W9113M	7. ADMINISTERED BY (if other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01873	CODE	NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0008			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD OF CONTRACT/ORDER NO DASG60-98-C-0001	
			X	10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04184	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
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) Special Contract Requirements Paragraph H-3, OPTIONS					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) A portion of Option CLIN 0000 is hereby exercised and funded as set forth below CLIN 0009AA [redacted] CLIN 0009AB Materials [redacted] (b)(4)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA [redacted]	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				07-Feb-2005 (b)(6)	

NON TO SF 30
REV BY GIRM 11-84

30-105-04

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

001019

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. As a result of the option exercise, the contract amount is increased by \$260,000. Standard Form 26, Block 15G, is increased accordingly, from \$187,121,532 to \$187,381,532.

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

a. CLIN 0009AA Available Direct Productive person Hours (DPPH) is reduced by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is decreased by [REDACTED] to \$13,464,229. Exercised DPPH is increased by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is increased by [REDACTED]. (b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$3,455, from \$5,433,402 to \$5,429,947. Exercised Material Dollars is increased by \$3,455, from \$94,894 to \$98,349. [REDACTED] (b)(4)

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

SubCLIN 0009AA.

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021 R5D731100/54KJLE/4K0000 ORDER
NO: ER5D731100-01 FUNDED AMOUNT: [REDACTED]

SubCLIN 0009AB:

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021 R5D731100/54KJLE/4K0000 ORDER
NO: ER5D731100-01 FUNDED AMOUNT: \$3,455 (PC0099)

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

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

[REDACTED]

(b)(6)

001020

SUBCLIN 0009AB

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

(b)(4)

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

DELETE

Page 1, Modification P00089
Page 3B, Modification P00084
Page 13C, Modification P00076

Page 14B, Modification P00076
Page 14C, Modification P00069

ADD

Page 1, Modification P00099
Page 3B, Modification P00099
Page 13C, Modification P00099
Page 13Ci, Modification P00099
Page 14B, Modification P00099
Page 14C, Modification P00099

001021

MODIFICATION P00099
PREVIOUS P00089

AWARD/CONTRACT		1. THIS CONTRACT IS A <u>FIXED PRICE</u> CONTRACT		PAGE OF PAGES 11 49	
DUNS# 0000000000		2. AWARD DATE 98 Jan 30		3. MODIFICATION NUMBER ORDER NO: 0000000000	
4. AWARDING AGENCY ARMY SPACE AND MISSILE DEPOT COMMAND ITR & ACQ MGT OFC, SMDC-OM-CN D. BOX 1808, HUNTSVILLE, AL 35897-3807		5. ADDRESS OF CONTRACTOR MATTHEW COMPANY c/o BAYNESS SYSTEMS COMPANY 100 BAYTOWN ROAD BUNFORD, VA 01730			
6. CONTRACT TYPE [] FIRM PRICE [X] COST PLUS AWARD FEE		7. CONTRACT VALUE \$187,381,532			
8. CONTRACT NUMBER 00100		9. CONTRACT DATE 98 Jan 30			
10. CONTRACT DESCRIPTION SEE DISTRIBUTION LIST ATTACHED TO THIS FORM		11. CONTRACT STATUS [] OPEN [] CLOSED			
12. CONTRACT VALUE \$187,381,532		13. CONTRACT TYPE [] FIRM PRICE [X] COST PLUS AWARD FEE			
14. CONTRACT VALUE		15. CONTRACT VALUE			
16. CONTRACT VALUE		17. CONTRACT VALUE			
18. CONTRACT VALUE		19. CONTRACT VALUE			
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98. CONTRACT VALUE		99. CONTRACT VALUE			
100. CONTRACT VALUE		101. CONTRACT VALUE			

(b)(6)

001022

<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	(b)
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars		See B-10	(b)
	Exercised Material Dollars		See B-10	
0015AA	Available Direct Productive Person Hours (DPPH)		See B-16	(b)
	Exercised DPPH	-0-	See B-16	
0015AB	Available Material Dollars		See B-16	(b)
	Exercised Material Dollars		See B-16	

001023

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

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

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

ACRN: AV
CUMULATIVE AMOUNT: \$0
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021
ER3D731000/34KJLE/4K0000
ORDER NO/PRON: ER3D731000-01 FUNDED AMT: \$250,000 (P00075)
ER3D731000-02 FUNDED AMT: (\$250,000) (P00076)

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021
R5D731100/54KJLE/4K0000
ORDER NO: ER5D731100-01 FUNDED AMT: \$256,545 (P00099)

001024

(b) SUBCLIN 0009AB:

ACRN: AQ
CUMULATIVE AMOUNT: \$59,894
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021
ER1D732000/1HHJLE/H
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

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

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021
R5D731100/54KJLE/4K0000
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455 (P00099)

001025

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): \$ 14,095,880
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
- (3) Amount Separately Obligated for Payment of Fee:  (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 631,651
- (5) Net Amount Required for Full Funding: \$ 13,464,229
- (6) Estimated Period of Performance the Allotted Amount Will Cover:



*NOT-TO-EXCEED (NTE)

001026

RAYTHEON COMPANY

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

SUBCLIN 0009AB:

- | | |
|---|---|
| (1) Amount Required for Full Funding, Including Fee(s): | \$ <u>5,528,296</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: |  |
| (3) Amount Separately Obligated for Payment of Fee: |  |
| (4) Total Amount Allotted and Obligated: | \$ <u>98,349</u> |
| (5) Net Amount Required for Full Funding: | \$ <u>5,429,947</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | |

(b)(4)

001027

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT NUMBER	PAGES: PAGE 5
1. AMENDMENT IDENTIFICATION NO. PO0100	2. EFFECTIVE DATE 6 APR 05	3. REQUESTION/PURCHASE REQ. NO.	4. FISCAL YEAR/APPROPRIATION
6. ISSUED BY [REDACTED]	7. CTR. NO. W9113M	8. ADMINISTERED BY (REVISION NUMBER) S2205A	
9. AGENCY NAME & NUMBER OF PRIOR COMMAND [REDACTED] (b)(6)		10. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ELECTRONIC COMPANY 120 HAWTHORNE ROAD BETHESDA MD 20814	
CODE 04184 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) 20-Aug-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 11. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.			
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted or to: By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</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 43.104(b).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2, Changes - Cost-Reimbursement, Alternate V.			
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.			
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter (as feasible). Standard Procurement System defect, the date shown in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.			
The contract is hereby changed as described herein			
Where provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (b)(6)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	
15C. DATE SIGNED 4/5/2005		15D. DATE SIGNED [REDACTED] (b)(6) 6 APR 05	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-64

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR 48 CFR 1.51-243

MOD
PO0100
NOT ISSUED

001028

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM
MODIFICATION

Whereas, pursuant to FAR 52.243-2, "Changes – Cost Reimbursement Alternate V," the government elects to change the contract (this modification revises modification P00050, P00061, and P00086) as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

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

a. Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

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

001029

0005AA	JLENS Technology Development; Statement of Work as specifically described therein	1	Task	\$ 68,856,708*
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OPTION IA

0005AB	JLENS System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$700,935,118*
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OPTION IB

0005AC	JLENS System 5th Platform	1	Task	\$ 17,362,936
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0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A028, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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OPTION II

0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.			
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0007AA	SuR Design, Fabrication, Integration, Test	1	Task	\$185,932,600*
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0007AB	Mobile Mooring Station	1	Task	\$ 10,868,600*
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0007AC	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*
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0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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OPTION III

0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	See B-14		
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0009AA	Level-of-Effort (Includes labor,travel, subcontracts)	See B-14		\$14,095,880
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0009AB	Materials	See B-14		\$ 5,528,296
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0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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OPTION IV

001030

0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
BASIC				
0013	Spiral 1 – COTS – Based System Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$41,047,110
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION V</u>				
0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

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

INCENTIVE FEE FOR CLINs 0005/0006:

SUBCLIN 0005AA: RESERVED

SUBCLIN 0005AB: RESERVED

SUBCLIN 0005AC:

001031 .

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0005AC and 0006 is set forth below:

Target Cost	[REDACTED]	(b)(4)
Target Fee	[REDACTED]	
Incentive Arrangement:	Maximum Fee -	[REDACTED] (b)(4)
	Minimum Fee -	[REDACTED]

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

Overrun: [REDACTED] Contractor 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)

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

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

SUBCLIN 0005AA

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:	\$68,856,708*

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:	\$700,935,118*

001032

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

SUBCLIN 0005AC

- a. Target cost:
- b. Target fee:
- c. Minimum incentive fee:
- d. Maximum incentive fee:
- e. Total target cost and target fee: \$ 17,362,936



(b)(4)

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

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

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

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

d. CLIN 0005: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

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

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

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

(3) B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

001033

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

a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 2008 for each SubCLIN, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, for CLIN 0005 is deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0003 – PTIR System</u>	
FP Demo	Second Quarter FY 00
PTIR Hardware PDR	First Quarter FY 01
PTIR Hardware CDR	Fourth Quarter FY 01
Tether CDR	Second Quarter FY 02
POD TRIMMs Assembled	Fourth Quarter FY 02
REX Assembled	Second Quarter FY 03

001034

Tether Test	Second Quarter FY 03
PTIR SRS Released	Fourth Quarter FY 03
POM TRIMMs Complete	Third Quarter FY 03
Master Test Plan (Draft)	Fourth Quarter FY 03
<u>CLIN 0005</u>	
SUBCLIN 0005AA	
Logistics Planning Documents	First Quarter FY 04
Draft Master Test Plan	Third Quarter FY 04
PTIR Build 1 SRS Released	First Quarter FY 05
System Requirements Review (SRR)	Second Quarter FY 05
POM TRIMMS Assembled & Tested	Fourth Quarter FY 05
System Functional Review	Fourth Quarter FY 05
Master Test Plan	Fourth Quarter FY 05
SUBCLIN(s) 0005AB/0005AC	
Platform PDR (Part 1 System PDR)	Second Quarter FY 06
Platform CDR	Fourth Quarter FY 06
System ICD	Fourth Quarter FY 06
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY 07
Mil O&S PDR	First Quarter FY 08
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Second Quarter FY 07
Processing Station & CP CDR	Third Quarter FY 07
Precision Track Illumination Radar (PTIR) [REDACTED] Complete	Fourth Quarter FY 07 (b)(3)(A)
System CDR	First Quarter FY 08
PTIR #1 FVT Complete	Second Quarter FY 08
PTIR SIL SIAP Demonstration (LINK 16)	Second Quarter FY 08
PTIR SIL SIAP Demonstration (Link 16/CEC)	Third Quarter FY 08
Orbit Test (SDD #1) Complete	First Quarter FY 09

001035

Orbit FVT Test (SDD #2) Complete	Second Quarter FY 09
Production Readiness Review	Second Quarter FY 09
Contractor Test Report (Elevated)	Second Quarter FY 09
Processing Station Software (TBM, SMTI, LCR) Build 4 Demonstration	Fourth Quarter FY 09
Log Demo Complete	First Quarter FY 10
JTA-A Certification Complete	First Quarter FY 10
PQT Complete/Contractor Final Test Report/DD 250	Second Quarter FY 10

CLIN 0007

SUBCLIN 0007AA - SuR	
SuR Risk Reduction IPR	Third Quarter FY 05
SuR Preliminary Design Review	Third Quarter FY 05
SuR Critical Design Review	Second Quarter FY 06
SIAP Demonstration	First Quarter FY 08
SuR Delivery	Fourth Quarter FY 08
SUBCLIN 0007AB - SuR	
Mobile Mooring Station Delivery	Fourth Quarter FY 08
SUBCLIN 0007AC - SuR	
Leave Behind Capability Including GSE	Fourth Quarter FY 08
SUBCLIN 0007AD - PDRR	
SuR Launch and Recovery	Fourth Quarter FY 05

CLIN 0011

Deliver Final Report	Twenty-four Months after exercise of Option
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CLIN 0013 - Spiral 1

System Requirements Review	Second Quarter FY 03
System Functional Review	Third Quarter FY 03
Spiral 1 Radar IPR	Fourth Quarter FY 03

001036

Platform IPR	First Quarter FY 04
Communication Payload IPR	Second Quarter FY 04
Processing Station IPR	Third Quarter FY 04
SIL Demonstration	Fourth Quarter FY 04
Spiral 1 Radar FVT	Third Quarter FY 05
Spiral 1 Platform FVT	First Quarter FY 05
Integration Testing	Second Quarter FY 05
RS-05 Spiral 1 Capability Demonstration	Third Quarter FY 05
RS-05 Test Report	Fourth Quarter FY 05

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

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

3. SECTION G – CONTRACT ADMINISTRATION DATA.

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

	Contract Matters	
NAME:		
ORGANIZATIONAL CODE:		
TELEPHONE NUMBERS:		(b)(4)
COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		

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

CLINS 0003:

ACRN:	AT
CUMULATIVE AMOUNT:	\$6,984,678.52
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000
ORDER NO:	ER3D730200-07 FUNDED AMT: (\$0.48) (P00101)

CLINs 0005AA:

ACRN:	BA
CUMULATIVE AMOUNT:	\$24,077,878
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000

001037

ORDER NO: ER4D731500-06 FUNDED AMT: \$300,000 (P00101)
 ER4D731500-07 FUNDED AMT: \$ 878 (P00101)
 ER4D731500-08 FUNDED AMT: \$150,000 (P00101)
 ER4D731500-09 FUNDED AMT: \$ 47,000 (P00101)


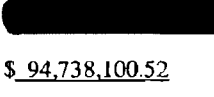

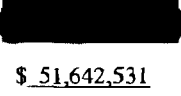
ACRN: BH
 CUMULATIVE AMOUNT: \$24,899,332
 ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021
 ER5D730000/54KJLE/4K0000

ORDER NO: ER5D730000-02 FUNDED AMT: \$ 3,425,332 (P00101)

ACRN: BL
 CUMULATIVE AMOUNT: \$ 187,000
 ACCT CLASS: AA 9750400 1202 185 JT01 606051 600008 59233 65126J
 525700 F252700 FSR: 003624 PSR: 205070 DSR: 126753

ORDER NO: F1AF1W054GV06-01 FUNDED AMT: \$187,000 (P00101)

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

- b. CLINs 0003 and 0004:
- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476.00
 - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
 - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
 - (4) Total Amount Allotted and Obligated: \$ 94,738,100.52
 - (5) Net Amount Required for Full Funding: \$ 50,428,375.48
 - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03
- c. CLINs 0005 and 0006:
- SUBCLIN 0005AA
- (1) Amount Required for Full Funding, Including Fee(s): \$ 68,856,708*
 - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
 - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
 - (4) Total Amount Allotted and Obligated: \$ 51,642,531
 - (5) Net Amount Required for Full Funding: \$ 17,214,177*
 - (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Jun 2005
- SUBCLIN 0005AB
- (1) Amount Required for Full Funding, Including Fee(s): \$ 700,935,118*

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- (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: \$ 700,935,118*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

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

SUBCLIN 0005AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 17,362,936
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 17,362,936
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

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

The contractor shall provide working facilities (including workstation, computers, communications) for 4 people from the contract administration office. These facilities shall be provided in the JLENS dedicated area. ✓

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

a. Paragraph H-1, TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION, paragraph a, Office Symbol is changed to read SFAE-MSLS-CMDS-JLN and Phone Number is changed to read (256)313-3700. ✓

b. Paragraph H-3, OPTIONS, is changed to read as follows:

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

OPTION

DATE

CLINs 0005/0006

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

NLT 15 Oct 2005
NLT 31 Oct 2007

CLINs 0007/0008 (OPTION II)

001039

0007AA
0007AB
0007AC

NLT 30 Nov 2001
NLT 30 Nov 2002
NLT 30 Jun 2003

CLINs 0011 and 0012 (Option IV)

NLT 30 Dec 2005

CLINs 0015 and 0016 (Option V)

NLT 30 Sep 2005

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

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

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

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

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

(b)(7)(E)

d. Paragraph H-8, GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE, is hereby deleted. ✓

e. Paragraph H-9, DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE), is hereby changed to read as follows:

The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the JLENS Performance Specification (JPS) – Spiral 2 System may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the JPS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of Appendix A of the JPS or Annex A of the JPS. ✓

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

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(1) Paragraph c. is changed as follows:

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 31 Dec 03. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$94,738,100.52 for CLIN 0003.

(b)(4)

(2) Paragraph d. is changed as follows:

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

(b)(4)

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

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

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

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

Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	

(b)(6)

i. Paragraph H-16, PROCUREMENT PRIOR TO CDR, is hereby deleted.

j. Paragraph H-17, CONTRACTOR'S ORGANIZATION AND RELATIONSHIP WITH OTHER CRUISE MISSILE DEFENSE SYSTEM OF SYSTEMS CONTRACTORS AND GOVERNMENT PROGRAMS is added as follows:

The government is engaged in the development of an integrated cruise missile defense conducted under the auspices of the Program Executive Officer, Missile and Space. Achievement of the effort involves bringing together in a System of Systems, programs that have been independently pursued. This provision provides a mechanism for an alliance of the participants in the programs, at present [REDACTED] and the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), to further interoperability and capability leveraging. To assist in the implementation of these broad objectives, the contractor will establish associate agreements between the above three program participants. Agreements shall also be established with support contractors as identified by the government.

(b)(4)

000041

The contractor shall maintain technical liaison with the suite of contractors in the alliance governed by associate agreements. Technical Direction will be used to identify the full complement of contractors. The associate agreements will accomplish the following:

- (1) Coordinate and exchange information reflecting the technical objectives of the systems and promote understanding of both technical interfaces and assure meaningful technical contribution to the system of systems within established specifications and designs.
- (2) Add to the value of each system by assuring interoperability in combat roles is a product of the respective efforts.
- (3) Determine how to share technical information in a manner which assures that the best of the capabilities of the developing systems are understood and leveraged by each system member to the benefit of all.
- (4) Provide for the exchange and safeguarding of proprietary information and date to include provisions to protect proprietary information from unauthorized disclosure. The agreements shall hold the Government harmless from unauthorized disclosure by the parties of proprietary information or data.

The contractor agrees to insert conforming provisions in all subcontracts which require access to proprietary information or data and require participation in interchanges implementing this provision.


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

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

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

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

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GFE/GFP/GFS	10 Aug 04	4
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Oct 03	28
JLENS Program (Applicable to CLINs 0003, 0005, 0007, 0009, and 0011) Approaches are hereby incorporated into the contract by reference:		
Program Management Approach	25 Feb 05	26
Systems Engineering Approach	25 Feb 05	61
Risk Mitigation	25 Feb 05	6
Simulation, Test and Evaluation Approach	25 Feb 05	28
Specialty Engineering	25 Feb 05	40
Operations Security	25 Feb 05	1
Operations and Sustainment	25 Feb 05	1
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. A001 through A028	24 Feb 05	28
Acronym List	8 Nov 04	13
Rights in Technical Data and Computer Software attached hereto by reference.	19 Oct 04	4
Program Security Procedures Guide, attached hereto by reference and previously furnished.	Aug 2000	70
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Project Office, Spiral 1 Security Classification Guide	26 May 04	38
The following attachments have been deleted:		
(b) (7)(E)  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

001043

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

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

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

Raytheon Company
180 Hartwell Road
Bedford, MA 01730

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

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

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

001044

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID/COME	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. pooler			V	1 3
OFFICE/PRV. DATE 20-Apr-2005		PROJECT NO. (if applicable)		
LD BY	LDIC	ADMINISTERED BY (If other than user)	CODE	
US ARMY SPACE & MISSILE DEFENSE COMMAND ██████████ PO BOX 1500 HUNTSVILLE AL 35807-3804	(b)(6)	COMA RAYTHEON 30 APPLE HILL DRIVE 468 125R2 TEWKSBURY MA 01876	S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0001				
CODE 04184			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 14, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12 ACCOUNTING AND APPROPRIATION DATA (if required)				
See Schedule				
13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.)				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying files, 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) Special Contract Requirements Paragraph H-3, OPTIONS				
F. 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.) Due to a Standard Procurement System defect, the date shown in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98. A portion of Option CLIN 0009 is hereby exercised and funded as set forth below: CLIN 0009AA ██████████ ██████████ (b)(4) CLIN 0009AB Materials \$ 81,685				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
██████████			██████████ (b)(6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16C. DATE SIGNED	
██████████		20-Apr-2005	██████████ (b)(6)	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

ISSN TO SF 30
REV BY OIRM 11 84

30 105-09

STANDARD FORM 30 (Rev. 10-97)
Prescribed by GSA
FAR (48 CFR) 53.243

001045

(b)

(b)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CORRECTION

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

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

SUMMARY OF CHANGES

1. As a result of the option exercise, the contract amount is increased by \$228,000, from \$256,238,240 to \$256,466,240.

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

a. CLIN 0009AA Available Direct Productive Person Hours (DPPH) is reduced by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is decreased by \$146,315, from [REDACTED] to [REDACTED]. Exercised DPPH is increased by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is increased by [REDACTED]. (b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$81,685, from \$5,429,947 to \$5,348,262. Exercised Material Dollars is increased by \$81,685, from \$98,349 to \$180,034.

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

<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]
	Exercised DPPH	[REDACTED]	See B-10	[REDACTED]
0009AB	Available Material Dollars		See B-10	\$ 5,348,262
	Exercised Material Dollars		See B-10	\$ 180,034

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

SubCLIN 0009AA:

ACRN: BM
ACCT CLASS: 21 5 2040 0000 5Q-5Q07 P643327.S2700 255X 201021 54N006/4N51JD184N/4N000
PRON: 4N51JD184N CC: 4N0000
ORDER NO.: 4N51JD184N-01 FUNDED AMOUNT: \$125,000

ACRN: BN
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J 525700 F25700 FSR: 003624
PSR: 205062 DSR: 086263
ORDER NO.: F1AFJW5088GV01 FUNDED AMOUNT: \$ 21,315

001046

SubCLIN 0009AB:

ARRN: BN
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J 525700 F25700 FSR: 003624
PSR: 205062 DSR: 086263
ORDER NO.: F1AF1W5088GV01 FUNDED AMOUNT: \$ 81,685

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

SUBCLIN 0009AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880
(2) Amount Allotted under the LOF Clause for Payment of Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment of Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:			
(5) Net Amount Required for Full Funding:	\$13,464,229	(\$146,315)	\$13,317,914

SUBCLIN 0009AB

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 98,349	\$81,685	\$ 180,034
(5) Net Amount Required for Full Funding:	\$5,429,947	(\$81,685)	\$5,348,262

001047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. 108	3. EFFECTIVE DATE 10 MAY 05	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ABBREVIATED TITLE OF CONTRACTING OFFICE (1 line or plus)	7. ADDRESS/STREET BY (if other than head Q)	CODE		
DEFENSE COMMAND MONTGOMERY AL 38507-5001	W9118M	82201A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.		
PAYDING COMPANY 600 HANWELL ROAD MEDFORD MA 01750-6000		9B. DATED (SEE ITEM 11)		
CODE 04104		X 10A. MOD. OF CONTRACT/ORDER NO. DA5890-04-C-0001		
TRACE KEY CODE		X 10B. DATED (SEE ITEM 15) 20-MAY-2005		
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>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:</p> <p>(a) By enclosing them in a sealed envelope with the name of the contractor and the name of the amendment on the envelope and the name of the offer submitter; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter refers 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 CONTRACT ORDERS.				
IT MODIFIES THE CONTRACT/ORDER NO. AS INDICATED IN ITEM 14.				
X 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.				
FAR 52.249-5, Changes - Cost Plus Percentage, AE V				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriate date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 5.18(b)(2).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
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.				
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)				
a is a Standard Procurement System contract, the date shown in Block 10B of the SFOS may be inoperative. That date should be 30 Jun 98.				
Whereas, it is considered in the Government's best interest to implement an immediate change to the contract to incorporate revisions to the current statement of work; and				
Whereas, the contractor has submitted a proposal for equitable adjustment to the contract as a result of the changes;				
Now, therefore, in consideration of the foregoing, the contractor is hereby directed to perform in accordance with the contract which is changed as described herein.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as amended, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF CONTRACTING OFFICER (1 line or plus)		(b)(6)		
15B. DATE SIGNED	15C. DATE SIGNED	15D. DATE SIGNED	15E. DATE SIGNED	
	10 MAY 2005	BY	10 MAY 05	
(Signature of Contracting Officer)				

(b)

(b)

EXEMPT TO SF 30
APPROVED BY OIRM 11-04

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.241

001048



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

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

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

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

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

SUBCLIN 0007AA

a. Target cost:	TBD
b. Target fee:	TBD
c. Minimum incentive fee:	TBD
d. Maximum incentive fee:	TBD

001049

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

SUBCLIN 0007AB

a. Target cost: TBD
b. Target fee: TBD
c. Minimum incentive fee: TBD
d. Maximum incentive fee: TBD
e. Total target cost and target fee: \$175,099,862*

SUBCLIN 0007AC

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

SUBCLIN 0007AD

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: \$61,868,600*

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

3. The following clause is added to Section B:

INCENTIVE FEE FOR CLINs 0007/0008:

SUBCLIN 0007AA: RESERVED

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

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

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if

001050

exercised)), 0011/0012 (if exercised)), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

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

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

d. CLIN 0005: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

e. CLIN 0007 SubCLIN 0007AA, SubCLIN 0007AB/0008 (if exercised), SubCLIN 0007AC/0008 (if exercised), SubCLIN 0007AD/0008 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

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

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

6. Contract Clause B-12, SEPARATE APPLICATION OF FUNDING, is changed to read as shown below: (changes indicated in bold)

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.
- b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.
- c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:
 - 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
 - 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
 - 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
- d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
 - 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.
 - 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
 - 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
 - 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.
- g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.
- h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

2. Contract Clause F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, Milestone Events and Performance Period for CLIN 0007 is changed to read as shown below: *(changes indicated in bold)*

CLIN 0007

SUBCLIN 0007AA – SuR

001052

Sur TIM	Third Quarter FY05
Sur Risk Reduction IPR	Fourth Quarter FY 05
Sur Draft PIDS Review to Support System Functional Review	Fourth Quarter FY05
SUBCLIN 0007AB	
SuR Preliminary Design Review	First Quarter FY 06
SuR Critical Design Review	Second Quarter FY 06
SIAP Demonstration	First Quarter FY 08
SuR Delivery	Fourth Quarter FY 08
SUBCLIN 0007AC - SuR	
Mobile Mooring Station Delivery	Fourth Quarter FY 08
SUBCLIN 0007AD - SuR	
Leave Behind Capability Including GSE	Fourth Quarter FY 08
SuR Launch and Recovery	TBD

SECTION G - CONTRACT ADMINISTRATION DATA

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


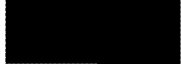
CLINs 0007AA:

ACRN:	BP
CUMULATIVE AMOUNT:	\$8,124,553
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021 ER5D731000/54KJLE/4K0000
ORDER NO.:	ER5D731000-02 FUNDED AMOUNT: \$8,124,553

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

SUBCLIN 0007AA

001053

- | | |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s): | \$10,832,738* |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: |  (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee: |  (b)(4) |
| (4) Total Amount Allotted and Obligated: | \$ 8,124,553 |
| (5) Net Amount Required for Full Funding: | \$ 2,708,185* |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | 30 Sep 2005 |

*NOT-TO-EXCEED (NTE)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

H-3, OPTIONS

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

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

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

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

In the event the contractor fails to complete the milestones required by P-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by P-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

SubCLIN 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually.
SubCLIN7AD may only be exercised if SubCLIN 0007AB has been exercised.

CLIN 0009. At the unilateral option of the government, CLIN 0009 may be 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 CRFP unit prices per DPPF (b)(4) will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015. At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CRFP unit prices per DPPF (b)(4) will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

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

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 \$0 is obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of (b)(4) is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of (b)(4) is obligated for Potential Fee (if applicable), for a total amount of \$94,738,100.52 for CLIN 0003. (b)(4)

d. Pursuant to the LIMITATION OF FUNDS clause, the sum of (b)(4) is presently allotted to SubCLIN 0005AA and available for payment to cover the work to be performed hereunder until 30 Jun 05. The amount of (b)(4) is obligated for Potential Fee (if applicable), for a total amount of \$51,662,531 for SubCLIN 0005AA. (b)(4)

e. Pursuant to the LIMITATION OF FUNDS clause, the sum of (b)(4) is presently allotted to SubCLIN 0007AA and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of (b)(4) is obligated for Potential Fee (if applicable), for a total amount of \$9,124,503 for SubCLIN 0007AA. (b)(4)

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f. Pursuant to the **LIMITATION OF FUNDS** clause, the sum of [REDACTED] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [REDACTED] obligated for Potential Fee (if applicable), for a total amount of \$40,047,110 for CLIN 0013. (b)(4)

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

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Nov 04)		\$94,738,100.52
SUBCLIN 0005AA	Current Obligations (Nov 04) FY 05	\$17,214,177	\$51,642,531
SUBCLIN 0007AA	Current Obligations (May 05) FY 05	TBD	\$8,124,553
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

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

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

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

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

The List of Attachments is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
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001056

CLINs 0003, 0005, 0007, 0009, 0011
Statement of Work SW-IJENS-16-97, "IJENS Program,
CLINs 0003, 0005, 0007, 0009, 0011," Rev. 10 26 Apr 05 14 ✓

Contract Data Requirements List (DD Form 1423) Apr 05 31
Exhibit A with Distribution List &
Data Item Nos. A001 through A031

Performance Requirements Document, SUBJECT: 05 Apr 05 86
IJENS Performance Specification (JPS),
Spiral 2 System, (includes Appendices A
through G, 48 pages)

(b)(7)(E)

attached hereto by
reference and previously furnished.

001057

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE V	PAGE OF PAGES 1 15
--------------------------	-------------------------

2. AMENDMENT/MODIFICATION NO. P00104	3. EFFECTIVE DATE 21 JUNE 05	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY [REDACTED] PO BOX 1800 HUNTSVILLE AL 35807-3801	CODE WB9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878	CODE S2205A
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 100 HARTWELL ROAD BELFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 20-Aug-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.343-2, Charges - Cost Reimbursement, All V
D. OTHER (Specify type of modification and authority)

3. 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.)
 Due to a Standard Procurement System defect, the date shown in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 1998.

WHEREAS, as a result of Modification P00086, P00101, and P00103, 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 pertaining to SubCLINs 0005AA and 0007AA.

NOW, THEREFORE, the contract is changed as described herein.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15B. CONTRACTOR/OFFICER [REDACTED] (Signature or person authorized to sign)	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)
15C. DATE SIGNED 16 June 2005	16C. DATE SIGNED 21 June 2005

001058

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

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

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

001059

OPTION IB

0005AC	JLENS System 5th Platform	1	Task	\$ 17,362,936
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A028, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.			
0007AA	JLENS SuR Technology Development; Statement of Work as specifically described therein	1	Task	\$10,832,348

OPTION II

0007AB	JLENS SuR System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$175,099,862*
0007AC	Mobile Mooring Station	1	Task	\$ 10,868,600*
0007AD	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION III

0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	See B-14		
0009AA	Level-of-Effort (Includes labor, travel, subcontracts)	See B-14		\$14,095,880
0009AB	Materials	See B-14		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION IV

0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020,	1	Lot	Not Separately Priced

001060

A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.

Priced

BASIC

0013	Spiral 1 – COTS – Based System Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$41,047.110
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION V

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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

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

SUBCLIN 0005AA

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



(b)(4)

\$68,712,107

001061


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: \$700,935,118*

SUBCLIN 0005AC

- a. Target cost:  (b)(4)
- b. Target fee:  (b)(4)
- c. Minimum incentive fee:  (b)(4)
- d. Maximum incentive fee:  (b)(4)
- e. Total target cost and target fee: \$17,362,936

SUBCLIN 0007AA

- a. Target cost:  (b)(4)
- b. Target fee:  (b)(4)
- c. Minimum incentive fee:  (b)(4)
- d. Maximum incentive fee:  (b)(4)
- e. Total target cost and target fee: \$10,832,348

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: \$175,099,862*

SUBCLIN 0007AC

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

SUBCLIN 0007AD

- 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: \$61,868,600*

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

001062

3. The following clause is added to Section B:

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

SUBCLIN 0005AA: SEE BELOW
SUBCLIN 0005AB (IF EXERCISED): RESERVED
SUBCLIN 0005AC: SEE BELOW
SUBCLIN 0007AA: SEE BELOW
SUBCLINS 0007AB/AC/AD (IF EXERCISED): RESERVED

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SUBCLINS 0005AA, SUBCLINS 0005AC, CLIN 0006, SUBCLIN 0007AA, CLIN 0008 are set forth below:

SUBCLIN 0005AA

Target Cost [REDACTED] (b)(4)
Target Fee [REDACTED]
Incentive Arrangement: Maximum Fee - [REDACTED] (b)(4)
Minimum Fee - [REDACTED]

Subclin 0005AC

Target Cost [REDACTED] (b)(4)
Target Fee [REDACTED]
Incentive Arrangement: Maximum Fee - [REDACTED] (b)(4)
Minimum Fee - [REDACTED]

SUBCLIN 0007AA

Target Cost [REDACTED] (b)(4)
Target Fee [REDACTED]
Incentive Arrangement: Maximum Fee - [REDACTED] (b)(4)
Minimum Fee - [REDACTED]

Underrun: [REDACTED] Government/ [REDACTED] Contractor for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] Government/ [REDACTED] Contractor 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)

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

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if exercised), 0011/0012 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

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

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

d. CLIN 0005: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

e. CLIN 0007 SubCLIN 0007AA, SubCLIN 0007AB/0008 (if exercised), SubCLIN 0007AC/0008 (if exercised), SubCLIN 0007AD/0008 (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirements.

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

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

6. Contract Clause B-12, SEPARATE APPLICATION OF FUNDING, is changed to read as shown below: *(changes indicated in bold)*

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:

1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.

2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

2. Contract Clause F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, Milestone Events and Performance Period for CLIN 0007 is changed to read as shown below: *(changes indicated in bold)*

MILESTONE EVENT


TIME PERIOD

CLIN 0003 – PTIR System

FP Demo

Second Quarter FY 00

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PTIR Hardware PDR	First Quarter FY 01
PTIR Hardware CDR	Fourth Quarter FY 01
Tether CDR	Second Quarter FY 02
POD TRIMMs Assembled	Fourth Quarter FY 02
REX Assembled	Second Quarter FY 03
Tether Test	Second Quarter FY 03
PTIR SRS Released	Fourth Quarter FY 03
POM TRIMMs Complete	Third Quarter FY 03
Master Test Plan (Draft)	Fourth Quarter FY 03
<u>CLIN 0005</u>	
SUBCLIN 0005AA	
Logistics Planning Documents	First Quarter FY 04
Draft Master Test Plan	Third Quarter FY 04
PTIR Build 1 SRS Released	First Quarter FY 05
System Requirements Review (SRR)	Second Quarter FY 05
POM TRIMMs Assembled & Tested	Fourth Quarter FY 05
System Functional Review	Fourth Quarter FY 05
Master Test Plan	Fourth Quarter FY 05
SUBCLIN(s) 0005AB/0005AC	
Platform PDR (Part 1 System PDR)	Second Quarter FY 06
Platform CDR	Fourth Quarter FY 06
System ICD	Fourth Quarter FY 06
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY 07
Mil O&S PDR	First Quarter FY 08
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Second Quarter FY 07
Processing Station & CP CDR	Third Quarter FY 07
Precision Track Illumination Radar (PTIR) 	Fourth Quarter FY 07 (b)(3)(A)

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System CDR	First Quarter FY 08
PTIR #1 FVT Complete	Second Quarter FY 08
PTIR SIL SIAP Demonstration (LINK 16)	Second Quarter FY 08
PTIR SIL SIAP Demonstration (Link 16/CEC)	Third Quarter FY 08
Orbit Test (SDD #1) Complete	First Quarter FY 09
Orbit FVT Test (SDD #2) Complete	Second Quarter FY 09
Production Readiness Review	Second Quarter FY 09
Contractor Test Report (Elevated)	Second Quarter FY 09
Processing Station Software (TBM, SMT1, LCR) Build 4 Demonstration	Fourth Quarter FY 09
Log Demo Complete	First Quarter FY 10
JTA-A Certification Complete	First Quarter FY 10
PQT Complete/Contractor Final Test Report/DD 250	Second Quarter FY 10
<u>CLIN 0007</u>	
<u>SUBCLIN 0007AA – SuR</u>	
Sur TIM	Third Quarter FY05
Sur Risk Reduction IPR	Fourth Quarter FY 05
Sur Draft PIDS Review to Support System Functional Review	Fourth Quarter FY05
<u>SUBCLIN 0007AB</u>	
SuR Preliminary Design Review	First Quarter FY 06
SuR Critical Design Review	Second Quarter FY 06
SIAP Demonstration	First Quarter FY 08
SuR Delivery	Fourth Quarter FY 08
<u>SUBCLIN 0007AC - SuR</u>	
Mobile Mooring Station Delivery	Fourth Quarter FY 08
<u>SUBCLIN 0007AD – SuR</u>	
Leave Behind Capability Including GSE	Fourth Quarter FY 08

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SuR Launch and Recovery	TBD
CLIN 0011	
Deliver Final Report	Twenty-four Months after exercise of Option
<u>CLIN 0013 – Spiral 1</u>	
System Requirements Review	Second Quarter FY 03
System Functional Review	Third Quarter FY 03
Spiral 1 Radar IPR	Fourth Quarter FY 03
Platform IPR	First Quarter FY 04
Communication Payload IPR	Second Quarter FY 04
Processing Station IPR	Third Quarter FY 04
SIL Demonstration	Fourth Quarter FY 04
Spiral 1 Radar FVT	Third Quarter FY 05
Spiral 1 Platform FVT	First Quarter FY 05
Integration Testing	Second Quarter FY 05
RS-05 Spiral 1 Capability Demonstration	Third Quarter FY 05
RS-05 Test Report	Fourth Quarter FY 05

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

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

SECTION G - CONTRACT ADMINISTRATION DATA

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

CLIN 0003:

ACRN: AY
CUMULATIVE AMOUNT: \$550,000
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021
ER4D730000/44KJLE/4K0000
ORDER NO: ER4D730000-03 FUNDED AMT: (\$ 450,000) (P00104)

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CLIN 0005AA:

ACRN: BA
CUMULATIVE AMOUNT: \$24,527,878
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021
ER4D731500/44KJLE/4K0000
ORDER NO: ER4D731500-10 FUNDED AMT: \$ 450,000 (P00104)

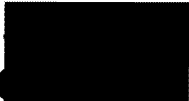

ACRN: BH
CUMULATIVE AMOUNT: \$41,518,908
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021
ER5D730000/54KJLE/4K0000
ORDER NO: ER5D730000-02 FUNDED AMT: \$16,619,576 (P00104)

CLINs 0007AA:

ACRN: BP
CUMULATIVE AMOUNT: \$10,832,348
ACCT CLASS: 214 2040 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021
ER5D731000/54KJLE/4K0000
ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)
ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)



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

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	<u>\$145,166,476.00</u>
(2) Amount Allotted Under the LOF Clause for Payment of Target Cost:	 (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	 (b)(4)
(4) Total Amount Allotted and Obligated:	<u>\$ 94,288,100.52</u>
(5) Net Amount Required for Full Funding:	<u>\$ 50,878,375.48</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Dec 03

c. CLINs 0005 and 0006:

SUBCLIN 0005AA


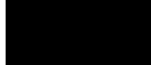
(1) Amount Required for Full Funding, Including Fee(s):	\$ 68,712,107
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	 (b)(4)
(4) Total Amount Allotted and Obligated	\$ 68,712,107

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- (5) Net Amount Required for Full Funding: -0-
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 2005

d. CLINs 0007 and 0008:

SUBCLIN 0007AA

- (1) Amount Required for Full Funding, Including Fee(s): \$10,832,348
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
- (4) Total Amount Allotted and Obligated: \$10,832,348
- (5) Net Amount Required for Full Funding: -0-
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 2005

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

II-3, OPTIONS

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

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

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

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

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

SubCLIN 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually. SubCLIN 0007AD may only be exercised if SubCLIN 0007AB has been exercised.

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

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

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 \$0 is obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

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 31 Dec 03. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$94,288,100.52 for CLIN 0003. (b)(4)

d. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to SubCLIN 0005AA and available for payment to cover the work to be performed hereunder until 30 Jun 05. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$68,712,107 for SubCLIN 0005AA. (b)(4)

e. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to SubCLIN 0007AA and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$10,832,348 for SubCLIN 0007AA.

f. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$40,047,110 for CLIN 0013. (b)(4)

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

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	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Nov 04)		\$94,288,100.52
SUBCLIN 0005AA	Current Obligations (Nov 04)		\$68,712,107
SUBCLIN 0007AA	Current Obligations (May 05)		\$10,832,348
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

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

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

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

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

The List of Attachments is changed as shown below:

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

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0106	3. EFFECTIVE DATE 8/12/05	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE W0113M US ARMY ENGINE & ASSEMBLY DEFENSE COMMAND P.O. BOX 1800 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (if other than item 6) CODE S0107A DCMA HUNTSVILLE BUILDING 4608, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0003			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO DASG00-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and retaining _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
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: FAR 52.204					
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.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF 30 may be inaccurate. The date should be 19 August 1998. The purpose of this modification is to incorporate a revised DD form 254, Contract Security Classification Specifications, into the existing contract at no additional cost to the government. Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
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)		
[Redacted]			[Redacted]		
15C. DATE SIGNED 8/11/05		16B. UNITED STATES OF AMERICA BY [Redacted]		16C. DATE SIGNED 8/12/05	

(b)(6)



(b)(6)

MOD
PO0105
NOT
AWARDED

001073

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD form 254), Revision 8	24 June 2005	8

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

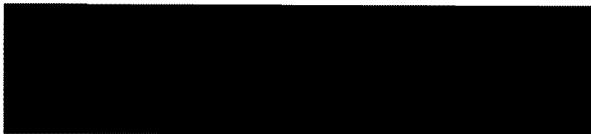
<u>DELETE</u>	<u>ADD</u>
Page 68, Modification P00105	Page 68, Modification P00106

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

SECTION J - LIST OF ATTACHMENTS

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



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

(b)(7)(E)

001075

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

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE [REDACTED] (b)(7)(E)
b. LEVEL OF SAFEGUARDING

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

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

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER DASG60-98-C-0001		<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases) 19980113		DATE (YYYYMMDD)
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs) 8		REVISION NO.
	c. SOLICITATION OR OTHER NUMBER			c. FINAL (Complete Item 5 in all cases)		DATE (YYYYMMDD)
	DUE DATE (YYYYMMDD)					

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

5. IS THIS A FINAL DD FORM 2547 YES NO. If Yes, complete the following:
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

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

a. NAME, ADDRESS, AND ZIP CODE Raytheon Company (Integrated Defense Systems) 350 Lowell Street Room AME219 Andover, MA 01810	b. CAGE CODE 04164	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) NORTHEAST REGION DSS 495 SUMMER STREET BOSTON, MA 02210-2192
--	-----------------------	--

7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

a. LOCATION SAME AS BLOCK 6a SEE BLOCK 12 - REMARKS (continuation pages)	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

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

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

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

PUBLIC RELEASE OF INFORMATION CONCERNING ANY ASPECT OF THIS CONTRACT IS PROHIBITED.

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

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

SEE ATTACHED PAGES

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

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

(b)(6)

(b)(6)

(b)(6)

d. ADDRESS (Include Zip Code)

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

(b)(6)

(b)(6)

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY (TMO)

(b)(6)

(b)(7)(E)

(b)(7)(E)

001077

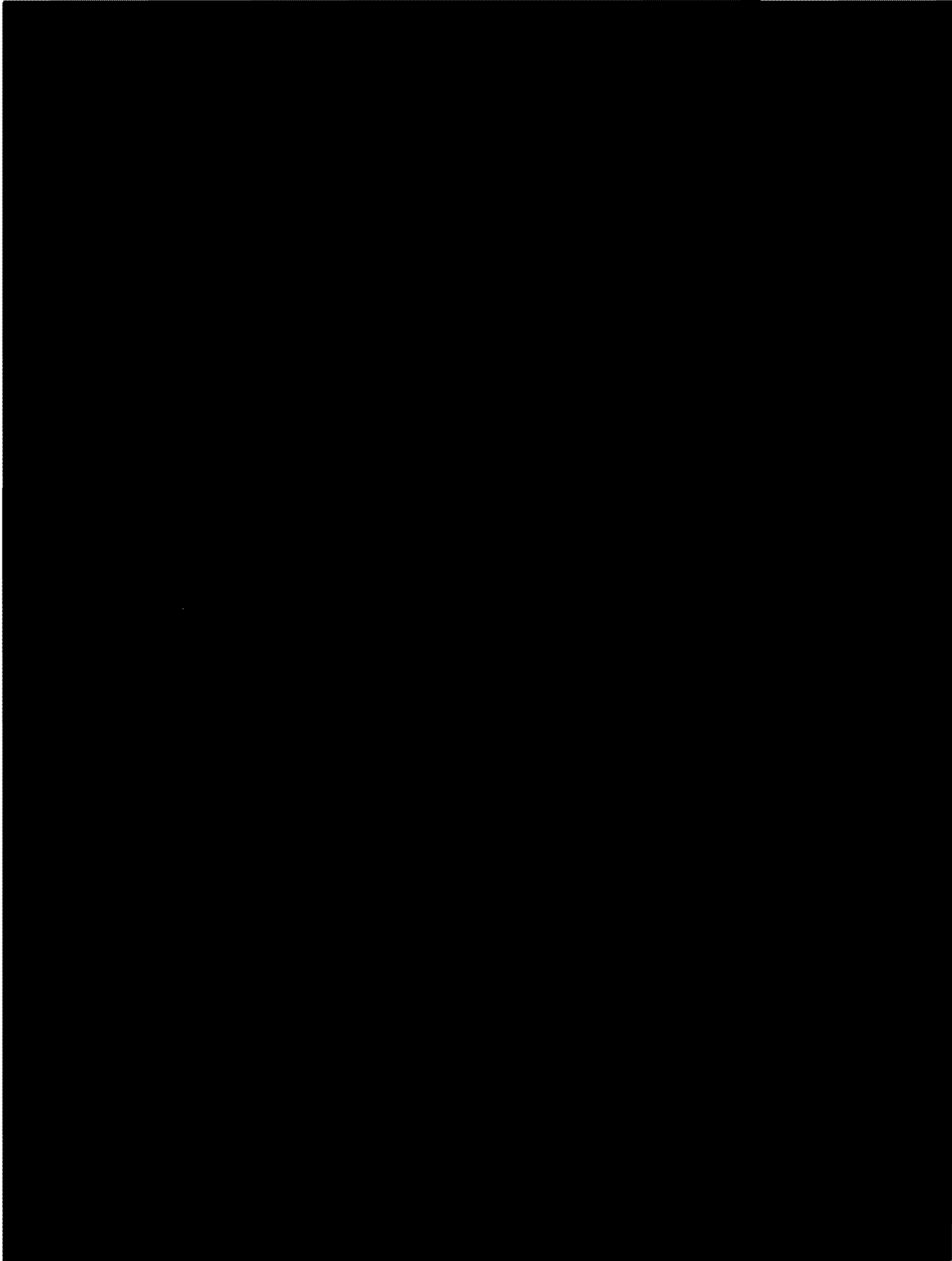
ITEM 13 Continuation

REFERENCE BLOCK 8; Actual Performance Locations.

<u>FACILITY</u>	<u>CAGE CODE</u>	<u>COGNIZANT SECURITY OFFICE</u>
Raytheon Systems 2000 E. El Segundo Blvd Bldg E01, Room D0133 El Segundo, CA 90245	4U884	Defense Security Service Pacific Region, Southern Sector 3605 Long Beach Blvd, Suite 405 Long Beach, CA 90807-4013
Raytheon Company 13510 N. Central Expressway Dallas, TX 75243	084T3	Defense Security Service 5800 E. Campus Circle Dr. Suite 110A Irving, TX 75063

(b)(7)(E)

001078

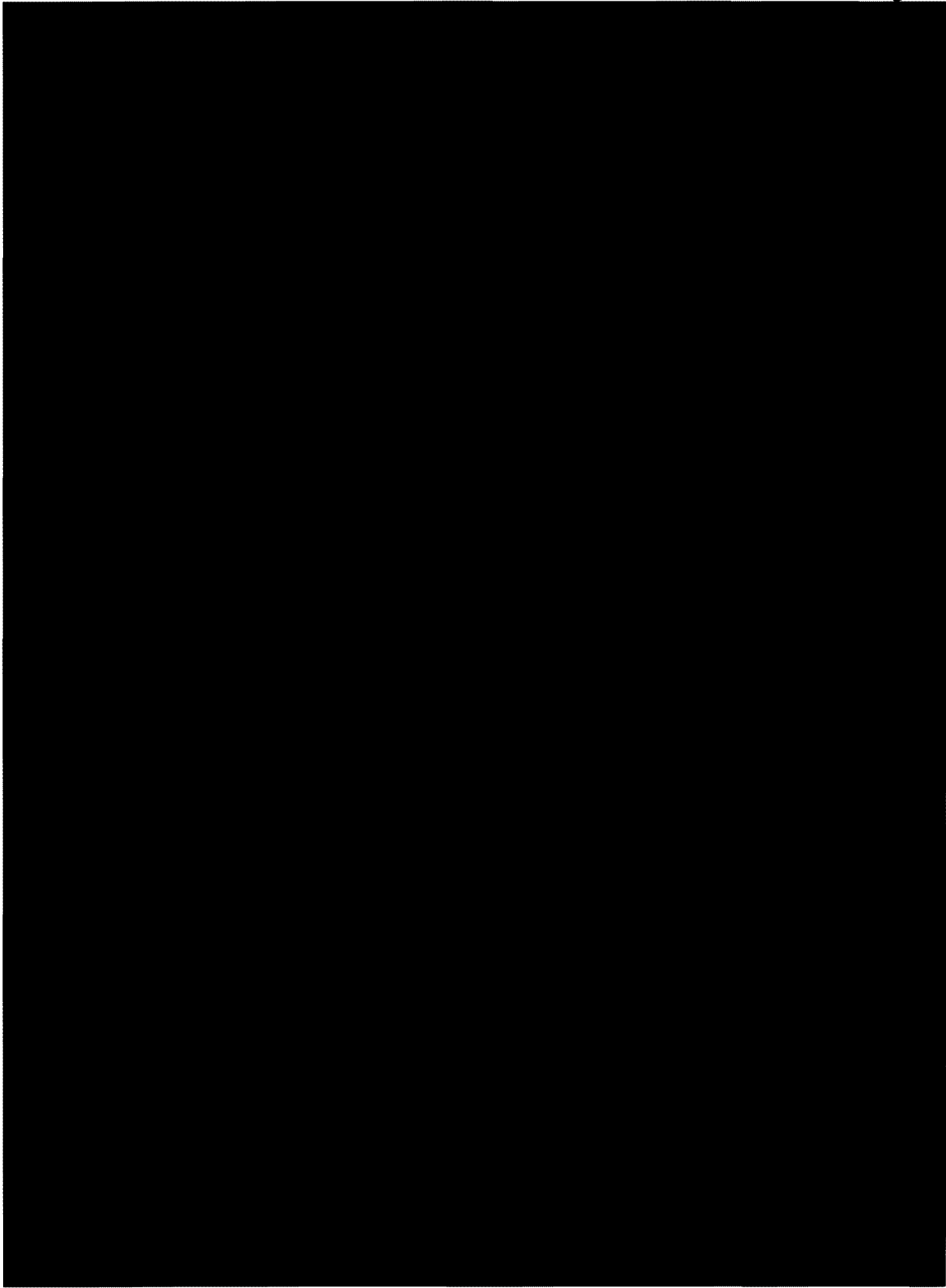


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001079

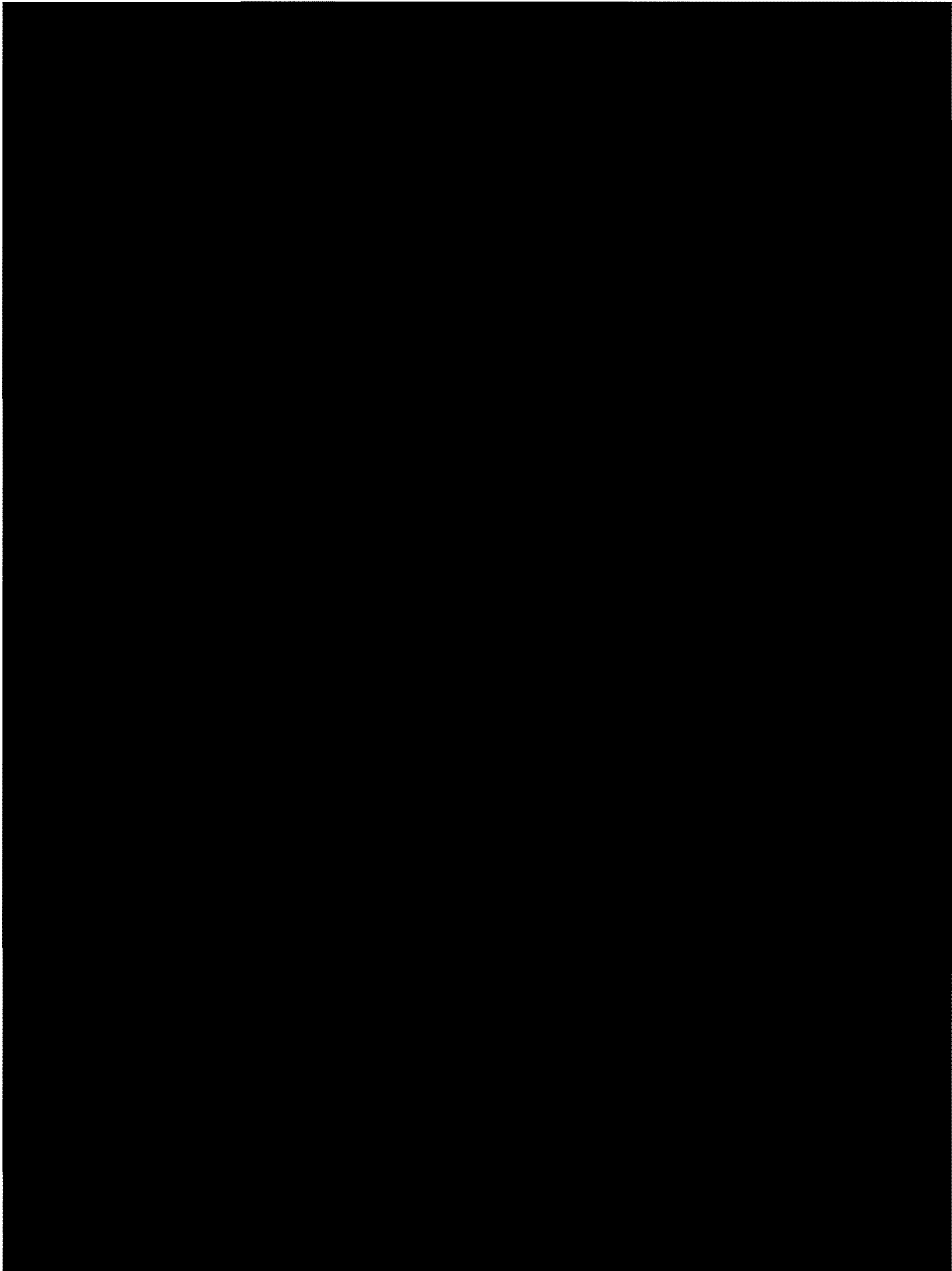


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001080



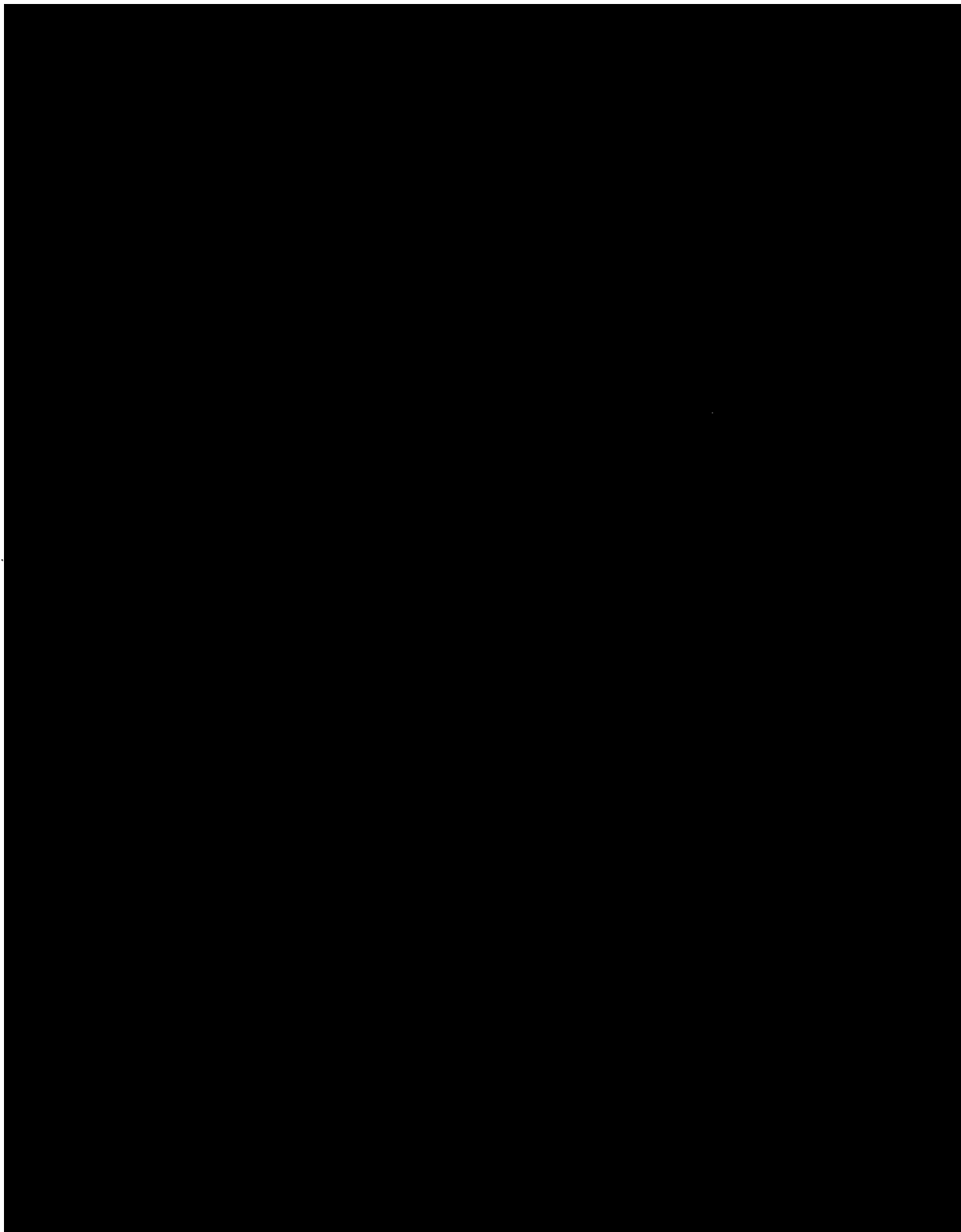
(b)(7)(E)

(b)(7)(E)

|

(b)(7)(E)

001081

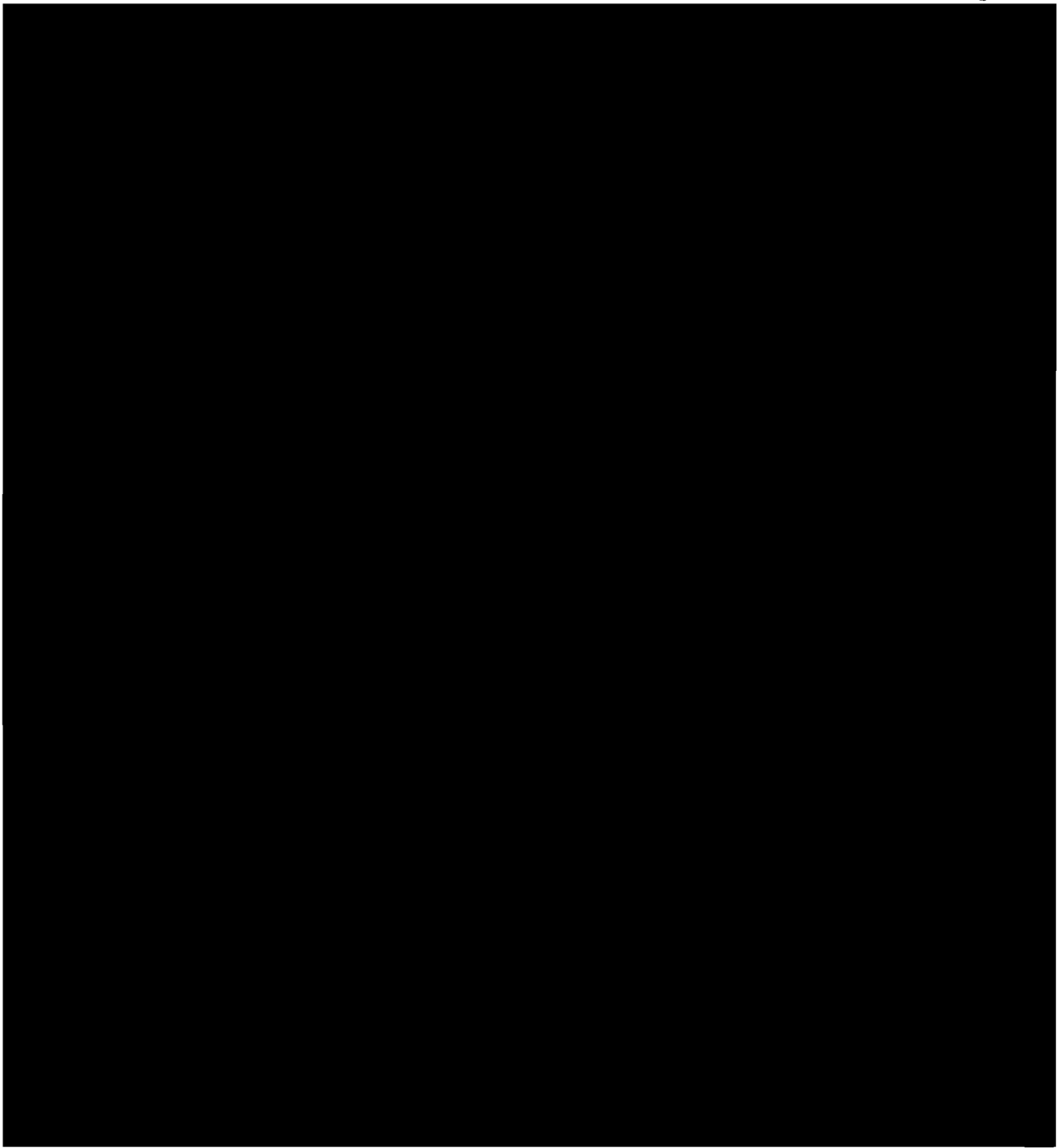


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001082



(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001083

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00107		3. EFFECTIVE DATE 03-Aug-2005	4. REQUISITION/PURCHASE REF. NO.	V	1 2
6. ISSUED BY [REDACTED] MOBILE DEFENSE COMMAND P.O. BOX 1600 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	CODE S0107A	(b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input checked="" type="checkbox"/> THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying fee, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). IS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) H-8, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998 A portion of CLIN 0009 is hereby exercised and funded as set forth below: CLIN 0009AB Materials \$3,700,000 Except as referenced above, all other terms and conditions of the contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 2A 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)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY [REDACTED]		(b)(6) 03-Aug-2005 (6)
			(Signature of Contracting Officer)		

001084

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. As a result of the option exercise, the contract amount is increased by \$3,700,000. Standard Form 26, Block 15G, is increased accordingly, from \$288,216,923 to \$291,916,963.

2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:

a. CLIN 0009AB Available Material Dollars is decreased by \$3,700,000, from \$5,429,947 to \$1,729,947. Exercised Material Dollars is increased by \$3,700,000, from \$180,034 to \$3,880,034.

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

SubCLIN 0009AB:

ACRN: BU
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

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

<u>SUBCLIN 0009AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:			
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 180,034	\$3,700,000	\$ 3,880,034
(5) Net Amount Required for Full Funding:	\$5,429,947	(\$3,700,000)	\$1,729,947

(5)(4)

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

DELETE

Page 1, Modification P00099
Page 5, Modification P00105
Page 28, Modification P00105
Page 33, Modification P00105

ADD

Page 1, Modification P00107
Page 5, Modification P00107
Page 28, Modification P00107
Page 33, Modification P00107

001085

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 360)	RATING DO-A2	PAGE OF PA 1 70
2. CONTRACT (Proc. Inst. Ident.) NO. DASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY [REDACTED] CODE DEPENSE COMMAND HUNTSVILLE AL 35807-3801		6. ADMINISTERED BY (If other than Item 5) DCMA RAYTHON 50 APPLE HILL DRIVE M/S 52FR2 TEWKSBURY, MA 01876		CODE S2205A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code) RAYTHON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730		6. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Note)		
8. DISCOUNT FOR PROMPT PAYMENT NET		9. DISCOUNT FOR PROMPT PAYMENT		
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12		
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 DFAS-CO/NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43128-2266		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G-6		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
	SEE SECTION B FOR ITEMS 15A THROUGH 15F			
15F. AMOUNT				
15G. TOTAL AMOUNT OF CONTRACT \$				
16. TABLE OF CONTENTS				
(V) SEC.	DESCRIPTION	PAGE(S)	(V) SEC.	DESCRIPTION
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES	
<input checked="" type="checkbox"/> A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/> I	CONTRACT CLAUSES
<input checked="" type="checkbox"/> B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
<input checked="" type="checkbox"/> C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/> J	LIST OF ATTACHMENTS
<input checked="" type="checkbox"/> D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
<input checked="" type="checkbox"/> E	INSPECTION AND ACCEPTANCE	10	<input type="checkbox"/> K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
<input checked="" type="checkbox"/> F	DELIVERIES OR PERFORMANCE	11-16	<input type="checkbox"/> L	INSTRS., CONDS., AND NOTICES TO OFFERORS
<input checked="" type="checkbox"/> G	CONTRACT ADMINISTRATION DATA	17-35	<input type="checkbox"/> M	EVALUATION FACTORS FOR AWARD
<input checked="" type="checkbox"/> H	SPECIAL CONTRACT REQUIREMENTS	36-43		
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 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, its solicitations, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Enclosures are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) You offer on Solicitation Number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to the items listed above and continuation sheets. This award commences the contract which consists of the following documents: (a) the Government's solicitation and your offer, and 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	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED

001086

OPTION III

0009 Component Demonstrations/Exercises
 Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.7, 3.1, 3.4, 3.5.6, 3.5.7, 3.7, 3.8, 3.9.1, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work

0009AA Level-of-Effort (Includes labor, travel, subcontracts)
 (Cost Plus Fixed Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
QUANTITY (DPPH)		
ESTIMATED COST		
FIXED FEE		
TOTAL EST COST + FEE	\$13,317,914	\$777,966



(b)(4)

0009AB Materials
 (Cost Reimbursement, No Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
ESTIMATED COST	\$1,729,947	\$3,880,034
FIXED FEE	\$0	\$0
TOTAL EST COST + FEE	\$1,729,947	\$3,880,034

0010 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.
 QTY: 1 Lot

Not Separately Priced

OPTION IV

0011 Operations & Sustainment (O&S) Support (OPTION IV)
 Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.3, 2.7, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.6.1, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.
 QTY: 1 Task

NTE*

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

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

001087

RAYTHEON COMPANY

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

(b) SUBCLIN 0009AB:

ACRN: AQ
CUMULATIVE AMOUNT: \$59,894
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021
ER1D732000/1HHJLE/H
ORDER NO/PRON: ER1D732000-01 **FUNDED AMT** \$24,894
(P00057)
ER1D732000-02 **FUNDED AMT** \$35,000
(P00069)

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

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021
ER5D731100/54KJLE/4K0000
ORDER NO: ER5D731100-01 **FUNDED AMT:** \$3,455
(P00099)

ACRN: BN
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J
525700
F25700 FSR: 003624 PSR: 205062 DSR: 086263
ORDER NO.: F1AF1W5088GV01 **FUNDED AMT:** \$ 81,685
(P00102)


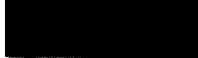
ACRN: BU
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021
ER5D732300/54KJLE/4K0000

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

001088

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 14,095,880
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	 (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 777,966
(5) Net Amount Required for Full Funding:	\$ 13,317,914
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 5,528,296
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 3,880,034
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ 3,880,034
(5) Net Amount Required for Full Funding:	\$ 1,729,947
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

001089

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00108	3 EFFECTIVE DATE 17-Aug-2005	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO.(if applicable)
6 ISSUED BY [REDACTED] DEFENSE COMMAND [REDACTED] [REDACTED] BOX 1500 HUNTSVILLE AL 35807 3801	CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35888-0001		CODE S0107A
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
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). ITS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) H-6, Options.				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF 30 may be inaccurate. That date should be 30 Jan 1998. The purpose of this modification, P00108, to the basic document is administrative in nature. It serves first to correct a typographical error in the line of accounting of modification P00107. In that modification, the agency code, 5Q, was inadvertently omitted. Secondly, it serves to implement a no cost extension to CLIN 0009 from 30 September 2005 to 30 September 2007. And finally, it serves to to implement an extension to exercise the option as defined in CLIN 0015 from 30 September 2005 to 30 September 2007. Except as referenced above, all other terms and conditions of the basic contract remain unchanged. 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)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED]	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED	

(b)(6)



(b)(6)

EXCEPTION TO SF 30
VED BY OIRM 11-84

30-105-04

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

001090

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

1. The following changes are administratively implemented:

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

SubCLIN 0009AB:

ACRN: BU
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021
ER5D732300/54KJLE/4K0000
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

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

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

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

DELETE

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

ADD

Page 11, Modification P00108
Page 28, Modification P00108
Page 37, Modification P00108

001091

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. P00109	3. EFFECTIVE DATE W9113M	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] MY SPACE & MISSILE DEFENSE COMMAND [REDACTED] BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35899-0001		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
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). HIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-6, Options					
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.) Due to administrative error, modification P00108 is hereby cancelled, and the information contained therein is to be considered null and void. That modification will be superseded by this modification, P00109. Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan1998. The purpose of this modification, P00109, to the basic document is threefold in nature: First, it serves to correct a typographical error in the line of accounting of modification P00107. In that modification, the agency code (5Q) was inadvertently omitted. Second, it serves to implement a no-cost extension to CLIN 0009 from 30 September 2005 to 30 September 2007. Finally, it serves to implement an extension to exercise the Option as defined in CLIN 0015 from 30 September 2005 to 30 September 2007. Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
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)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

EXCEPTION TO SF 30
VED BY OIRM 11-84

30-105-04

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

001092

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. The following changes are administratively implemented:

a. Section F, paragraph F-1e, DELIVERIES OR PERFORMANCE, is extended at no cost to either party from **30 September 2005 to 30 September 2007**.

b. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN: BU
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021
ER5D732300/54KJLE/4K0000
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

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

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

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

DELETE

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

ADD

Page 11, Modification P00109
Page 28, Modification P00109
Page 37, Modification P00109

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

001093

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:

1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.

2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2007.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

001094

RAYTHEON COMPANY

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

(b) SUBCLIN 0009AB:

ACRN: AQ
CUMULATIVE AMOUNT: \$59,894
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021
ER1D732000/1HHJLE/H
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894
(P00057)
ER1D732000-02 FUNDED AMT \$35,000
(P00069)

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

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021
ER5D731100/54KJLE/4K0000
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455
(P00099)

ACRN: BN
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J
525700
F25700 FSR: 003624 PSR: 205062 DSR: 086263
ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$ 81,685
(P00102)

ACRN: BU
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021
ER5D732300/54KJLE/4K0000
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

001095

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

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

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

SubCLIN 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually. SubCLIN 0007AD may only be exercised if SubCLIN 0007AB has been exercised.

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

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

001096

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO. P00110		3 EFFECTIVE DATE 12-Sep-2005	4 REQUISITION/PURCHASE REQ NO.	V	1 3
5 ISSUED BY [REDACTED] MOBILE DEFENSE COMMAND [REDACTED] [REDACTED] HUNTSVILLE AL 35807-3601		CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCMA HAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01875		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>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:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). IS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-6, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should read 30 Jan 1998. The purpose of this modification is to provide FY05 A3P hardware support in the amount of \$9,000 to CLIN 0009 of the basic contract. This modification also serves to correct several administrative errors in previous modifications, specifically, the DCMA addresses in modifications P00107 and P00109, and the Accounting Classifications in modifications P00103 and P00104. Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR				16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY [REDACTED] (Signature of Contracting Officer)	
15C. DATE SIGNED				16C. DATE SIGNED 12-Sep-2005	

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

001097

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

MODIFICATION:

1. As a result of the option exercise, the contract amount is increased by \$9,000. Standard Form 26, Block 15G, is increased accordingly, from \$291,916,963 to \$291,925,963.

2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:

a. CLIN 0009AB Exercised Material Dollars is increased by \$9,000, from \$3,880,034 to \$3,889,034.

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

SubCLIN 0009AB:

ACRN: BV
ACCT CLASS: 215 2040 0000 5Q 5Q07 P643327S3400 255Y S01021 54N357/4N5SOS444N/4N0000

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

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

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

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

CLINs 0007AA:

ACRN: BP
CUMULATIVE AMOUNT: \$10,832,348
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021
ER5D731000/54KJLE/4K0000
ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)
ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)

is incorrect. The correct Accounting Classification should be:

001098

CLINs 0007AA:

ACRN: BP
CUMULATIVE AMOUNT: \$10,832,348
ACCT CLASS: 215 2040 SQ 5Q17 P172419E55 255Y ER5D731000 S01021
ER5D731000/54KJLE/4K0000
ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)
ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)

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

DCMA Huntsville [REDACTED]
Building 4505, Suite 301
Martin Road
Redstone Arsenal, AL 35898-0001

(b)(6)

is incorrect. The Correct Administering Office should be:

DCMA Raytheon [REDACTED]
50 Apple Hill Drive
M/S T2FR2
Tewksbury, MA 01876

(b)(6)

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

DELETE

Page 1, Modification P00109
Page 5, Modification P00107
Page 28, Modification P00109
Page 33, Modification P00107

ADD

Page 1, Modification P00110
Page 5, Modification P00110
Page 28, Modification P00110
Page 33, Modification P00110

001099

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1 3
2. AMENDMENT/MODIFICATION NO. P00111	3. EFFECTIVE DATE 18-Sep-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE & MISSILE DEFENSE COMMAND ██████████ ██████████ HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</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 offices, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). IS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-6, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998. A portion of CLIN 0009 is hereby exercised and funded as set forth below: CLIN 0009AB Materials \$350,000 Except as referenced above, all other terms and conditions of the existing contract remain unchanged.					
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
(Signature of person authorized to sign)					BY ██████████
					(Signature of Contracting Officer)
					16C. DATE SIGNED 18-Sep-2005

(b)(6)

(b)(6)

001100

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

MODIFICATION:

1. As a result of the option exercise, the contract amount is increased by \$350,000. Standard Form 26, Block 15G, is increased accordingly, from \$291,916,963 to \$292,266,963.

2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:

a. CLIN 0009AB Exercised Material Dollars is increased by \$350,000, from \$3,889,034,034 to \$4,239,034.

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

SubCLIN 0009AB:

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

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

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

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

DELETE

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

ADD

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

001101

001102

OPTION III

0009 Component Demonstrations/Exercises
 Statement of Work SW-JLENS-16-97, titled "JLENS Program,
 CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and
 attached as set forth in Part III, Section J, hereof.
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.7, 3.1, 3.4, 3.5.6,
 3.5.7, 3.7, 3.8, 3.9.1, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.6, 6.2, 6.3,
 6.4, and 7.0 in said Statement of Work

0009AA Level-of-Effort (Includes labor, travel, subcontracts)
 (Cost Plus Fixed Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
QUANTITY (DPPH)	██████████ DPPH	██████████ DPPH
ESTIMATED COST	████████████████████	████████████████████
FIXED FEE	████████████████████	████████████████████
TOTAL EST COST + FEE	████████████████████	████████████████████

(b)(4)

0009AB Materials
 (Cost Reimbursement, No Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
ESTIMATED COST	\$3,889,034	\$4,239,034
FIXED FEE	\$0	\$0
TOTAL EST COST + FEE	\$3,889,034	\$4,239,034

0010 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A,
 consisting of Exhibit Line Item Nos. A001, A002, A005, A006,
 A010, A012, A013, A015, A016, A017, A018, A019, A020, A021
 and A025, incorporated herein and attached as set forth in Part III,
 Section J, hereof.
 QTY: 1 Lot

Not Separately Priced

OPTION IV

0011 Operations & Sustainment (O&S) Support (OPTION IV) NTE*
 Statement of Work SW-JLENS-16-97, titled "JLENS Program,
 CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and
 attached as set forth in Part III, Section J, hereof.
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.3, 2.7,
 3.1, 3.4, 3.5.1, 3.5.6, 3.5.6.1, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4,
 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.
 QTY: 1 Task

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

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

001103

RAYTHEON COMPANY

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

(b) SUBCLIN 0009AB:

ACRN: AQ
CUMULATIVE AMOUNT: \$59,894
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021
ER1D732000/1HHJLE/H
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

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

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021
ER5D731100/54KJLE/4K0000
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455 (P00099)

ACRN: BN
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J
525700
F25700 FSR: 003624 PSR: 205062 DSR: 086263
ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$81,685 (P00102)

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

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

ACRN: BV
ACCT CLASS: 215 2040 0000 5Q 5Q07 P643327S3400 255Y S01021
54N357/4N5SOS444N/4N0000

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

001104

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 14,095,880
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 777,966
(5) Net Amount Required for Full Funding:	\$ 13,317,914
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0009AB:

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

001105

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO P00112	3. EFFECTIVE DATE 9/26/05	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY RAY SPACE & MISSILE DEFENSE COMMAND [REDACTED] [REDACTED] HUNTSVILLE AL 35807-3801	CODE: W9113M	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S Y2FR2 TEWKSBURY MA 01878	CODE: S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and retaining _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
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:			
J. OTHER (Specify type of modification and authority) H-6, Options			
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.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998. The purpose of this modification to the basic document is to effect a no-cost extension of CLINs 0009AA and 0007AA from 30 September 2005 to 31 October 2005. Additionally, due to administrative error, modifications P00108 and P00109 are hereby cancelled and will no longer be used. Any information contained therein should now be considered null and void. And, it serves to correct a typographical error in the line of accounting of modification P00107, CLIN 0009AB. In that modification, the Agency Code (5C) was inadvertently omitted. Except as referenced above, all other terms and conditions of the basic contract remain unchanged.			
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)	
[REDACTED]		[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15D. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED]	(b)(6) September 2005	[REDACTED] (b)(6)	(b)(6) 9/26/05

(b)(6)



(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

001106

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

MODIFICATION:

1. The following changes are administratively implemented:

a. Section F, paragraph F-1, c-1, DELIVERIES OR PERFORMANCE SubCLIN 0005AA, is extended at no cost to either party from **30 September 2005 to 31 October 2005**.

b. Section F, paragraph F-1, d-1, DELIVERIES OR PERFORMANCE SubCLIN 0007AA, is extended at no cost to either party from **30 September 2005 to 31 October 2005**.

c. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN: BU
ACCT CLASS: 215 2040 **5Q** 5Q17 P172419E55 255Y ER5D732300 S01021
ER5D732300/54KJLE/4K0000
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

2. Modifications P00108 and P00109 are administratively cancelled.

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

DELETE

Page 11, Modification P00109
Page 28, Modification P00109

ADD

Page 11, Modification P00112
Page 28, Modification P00112

001107

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. **The contractor shall complete the task required by CLINs 0005 and 0006 as follows:**

1) **The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 October 2005.**

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. **The contractor shall complete the task required by CLINs 0007 and 0008 as follows:**

1) **The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 31 October 2005.**

T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 September 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

001108

RAYTHEON COMPANY

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

(b) SUBCLIN 0009AB:

ACRN: AQ
CUMULATIVE AMOUNT: \$59,894
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021
ER1D732000/1HHJLE/H

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

ER1D732000-02 **FUNDED AMT** \$35,000

(P00069)

ACRN : AR
CUMULATIVE AMONT: \$35,000
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021
ER2D731400/24KJLE/4K0000

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

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

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

ACRN: BN
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J
525700

ORDER NO.: F25700 FSR: 003624 PSR: 205062 DSR: 086263
F1AF1W5088GV01 **FUNDED AMT:** \$ 81,685
(P00102)

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

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

001109

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00113	3. EFFECTIVE DATE 29 Sep 05	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY ARMY SPACE & AIRBORNE COMMAND ██ P.O. BOX 1500 HUNTSVILLE AL 35890-73801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MS T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04184	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
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:				
D. OTHER (Specify type of modification and authority) H-6, Options				
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.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998. The purpose of this modification to the basic document is to effect a no-cost extension of CLINs 0009 and 0010 from 30 September 2005 to 31 October 2005. Except as referenced above, all other terms and conditions of the basic contract remain unchanged.				
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 SPONSER (Type or print) ██ (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ██ (b)(6)	
15B. CONTRACTOR/OFFEROR ██ (b)(6)			16C. DATE SIGNED 29 September 2005	
15C. DATE SIGNED 29 September 2005			16C. DATE SIGNED 29 Sep 05	

(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

001110

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

MODIFICATION

1. The following changes are administratively implemented:

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

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

DELETE

ADD

Page 11, Modification P00112

Page 11, Modification P00113

001111

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 October 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:

1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 31 October 2005.

T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 31 October 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

00112

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V
PAGE OF PAGES: 1 | 13

2. AMENDMENT/MODIFICATION NO.: P00114
3. EFFECTIVE DATE: 27 October 2005
4. REQUISITION/PURCHASE REQ. NO.:
5. PROJECT NO. (if applicable):

6. ISSUED BY: [Redacted] CODE: W9113M
7. ADMINISTERED BY (if other than item 6):
PCMA RAYTHEON
50 APPLE HILL DRIVE
M/S T2FR2
TEWKSBURY MA 01876
CODE: S2209A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
RAYTHEON COMPANY
360 LOWELL STREET
ANDOVER MA 01810
9A. AMENDMENT OF SOLICITATION NO.:
9B. DATED (SEE ITEM 11):
10A. MOD. OF CONTRACT/ORDER NO.: X DASG60-98-C-0001
10B. DATED (SEE ITEM 13): X 20-Aug-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 10. The hour and date specified for receipt of Offer is extended, is not extended.
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

X 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.
See Below
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:
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.)
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998.
Pursuant to FAR 52.243-2, "Changes - Cost Reimbursement Alternate V," the government elects to change the contract by restructuring CLINS 0005AB and 0007AB into a new CLIN, 0017. A Not To Exceed price, subject only to downward negotiations, has been established for this CLIN at \$1,346,249,000.
The contract is changed as shown herein.

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

15A. NAME AND TITLE OF SIGNER (Type or print): [Redacted] (b)(6)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [Redacted] (b)(6)
15C. DATE SIGNED: 27 October 2005
16B. UNITED STATES OF AMERICA: [Redacted] (b)(6)
16C. DATE SIGNED: 27 Oct 2005

001113

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM
MODIFICATION

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

NOW, THEREFORE, the contract is changed as follows:

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

a. Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

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

001114

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

00115

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

0009AA	Level-of-Effort (Includes labor,travel, subcontracts)	See B-14		\$14,095,880
0009AB	Materials	See B-14		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION IV

0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

BASIC

0013	Spiral 1 – COTS – Based System Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$41,047,110
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION V

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

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0017	JLENS SDD Program (Option 1A and II)			
	Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.			
0017AA	SDD JLENS Systems	See B-15		\$1,346,249,000*
	Design, development, procurement, fabrication, integration, testing, and delivery of two (2) SDD JLENS systems.			
0018	Contract Data Requirements List (CDRL)	1	Lot	Not Separately Priced
	Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 through B056, incorporated herein and attached by reference as set forth in Section J hereof.			

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

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

INCENTIVE FEE FOR CLINs 0017/0018:

SUBCLIN 0017AA: RESERVED

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

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

SUBCLIN 0017AA

a. Target cost:	TBD
b. Target fee:	TBD
c. Minimum incentive fee:	TBD
d. Maximum incentive fee:	TBD
e. Total target cost and target fee:	\$1,346,249,000*

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

001117

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

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AC/0006 (if exercised), 0007AA/0008, 0011/0012 (if exercised), 0013/0014, 0015/0016, and 0017/0018 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AC (if exercised), 0007 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), 0014, 0016, and 0018 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, 0013, 0015, and 0017 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

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

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

d. **CLIN 0005: SubCLIN 0005AA, and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.**

e. **CLIN 0007: SubCLIN 0007AA will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.**

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

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLIN 0015 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

i. **CLIN 0017 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.**

j. CLINs 0002, 0004, 0006, 0008, 0012 (if exercised), 0014, 0016, and 0018 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

(3) B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AC/0006, 0007AA/0008, 0009/0010, 0011/0012, 0013/0014, 0015/0016, and 0017AA/0018.

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

a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:

1. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

2. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

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3. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

a) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 Oct 2005.

b) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

4. The contractor shall complete the task required by CLIN 0007AA and complete delivery of all data and reports required by CLIN 0008 by 31 Oct 2005 for each SubCLIN, if exercised.

5. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 31 Oct 2005, **IAW modification P00113.**


6. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

7. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

8. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

9. The contractor shall complete the task required by CLIN 0017AA (restructured from CLINs 0005AB and 0007AB) and complete delivery of all data and reports required by CLIN 0018 by 30 Sep 2011.

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, for CLIN 0005 is deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0003 – PTIR System</u>	
FP Demo	Second Quarter FY 00
PTIR Hardware PDR	First Quarter FY 01
PTIR Hardware CDR	Fourth Quarter FY 01
Tether CDR	Second Quarter FY 02
POD TRIMMs Assembled	Fourth Quarter FY 02
	(b)(7)(E) Second Quarter FY 03
Tether Test	Second Quarter FY 03
PTIR SRS Released	Fourth Quarter FY 03
POM TRIMMs Complete	Third Quarter FY 03
Master Test Plan (Draft)	Fourth Quarter FY 03
<u>CLIN 0005</u>	

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SUBCLIN 0005AA	
Logistics Planning Documents	First Quarter FY 04
Draft Master Test Plan	Third Quarter FY 04
PTIR Build 1 SRS Released	First Quarter FY 05
System Requirements Review (SRR)	Second Quarter FY 05
POM TRIMMS Assembled & Tested	Fourth Quarter FY 05
System Functional Review	Fourth Quarter FY 05
Master Test Plan	Fourth Quarter FY 05
SUBCLIN(s) 0005AB/0005AC	
Platform PDR (Part 1 System PDR)	Second Quarter FY 06
Platform CDR	Fourth Quarter FY 06
System ICD	Fourth Quarter FY 06
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY 07
Mil O&S PDR	First Quarter FY 08
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Second Quarter FY 07
Processing Station & CP CDR	Third Quarter FY 07
Precision Track Illumination Radar (PTIR) Array Complete	Fourth Quarter FY 07
System CDR	First Quarter FY 08
PTIR #1 FVT Complete	Second Quarter FY 08
PTIR SIL SIAP Demonstration (LINK 16)	Second Quarter FY 08
PTIR SIL SIAP Demonstration (Link 16/CEC)	Third Quarter FY 08
Orbit Test (SDD #1) Complete	First Quarter FY 09
Orbit FVT Test (SDD #2) Complete	Second Quarter FY 09
Production Readiness Review	Second Quarter FY 09
Contractor Test Report (Elevated)	Second Quarter FY 09
Processing Station Software (TBM, SMTI, LCR) Build 4 Demonstration	Fourth Quarter FY 09

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Log Demo Complete	First Quarter FY 10
JFA-A Certification Complete	First Quarter FY 10
PQT Complete/Contractor Final Test Report/DD 250	Second Quarter FY 10
<u>CLIN 0007</u>	
SUBCLIN 0007AA - SuR	
Sur Risk Reduction IPR	Third Quarter FY 05
SuR Preliminary Design Review	Third Quarter FY 05
SuR Critical Design Review	Second Quarter FY 06
SIAP Demonstration	First Quarter FY 08
SuR Delivery	Fourth Quarter FY 08
SUBCLIN 0007AB - SuR	
Mobile Mooring Station Delivery	Fourth Quarter FY 08
SUBCLIN 0007AC - SuR	
Leave Behind Capability Including GSE	Fourth Quarter FY 08
SUBCLIN 0007AD - PDRR	
SuR Launch and Recovery	Fourth Quarter FY 05
<u>CLIN 0011</u>	
Deliver Final Report	Twenty-four Months after exercise of Option
<u>CLIN 0013 - Spiral 1</u>	
System Requirements Review	Second Quarter FY 03
System Functional Review	Third Quarter FY 03
Spiral 1 Radar IPR	Fourth Quarter FY 03
Platform IPR	First Quarter FY 04
Communication Payload IPR	Second Quarter FY 04
Processing Station IPR	Third Quarter FY 04
SIL Demonstration	Fourth Quarter FY 04
Spiral 1 Radar FVT	Third Quarter FY 05

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Spiral 1 Platform FVT	First Quarter FY 05
Integration Testing	Second Quarter FY 05
RS-05 Spiral 1 Capability Demonstration	Third Quarter FY 05
RS-05 Test Report	Fourth Quarter FY 05
<u>CLIN 0017</u>	
SuR Delta SFR	Second Quarter FY06
Processing Station/Comms Subsystem Delta SFR	Third Quarter FY06
PTIR Delta CDR	Third Quarter FY06
Platform PDR (Part 1 System PDR)	Fourth Quarter FY 06
SuR PDR	Fourth Quarter FY06
Platform CDR	Third Quarter FY 07
System ICD	Third Quarter FY 07
SuR CDR	Third Quarter FY 07
Processing Station & CP PDR (Part 2 System PDR)	Fourth Quarter FY07
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Fourth Quarter FY 07
Processing Station & CP CDR	Third Quarter FY08
O & S PDR	Fourth Quarter FY08
SIL SIAP Demo (Link 16)	Fourth Quarter FY 08
System CDR	Fourth Quarter FY 08
PTIR #1 FVT Complete	Second Quarter FY 09
SuR #1 FVT Complete	Second Quarter FY09
Platform #1 FVT	Second Quarter FY09
Processing Station #1 FVT	Second Quarter FY09
Comms Subsystem #1 FVT	Second Quarter FY09
SIL SIAP Demonstration (Link 16/CEC)	Third Quarter FY 09
Orbit Test (SDD #1) Complete	First Quarter FY 10

001122

Orbit Test (SDD #2) Complete	Second Quarter FY10
Production Readiness Review	Second Quarter FY10
Contractor Test Report (Elevated)	Second Quarter FY10
Processing Station Software (TBM, SMTI, LCR) Build 4 Demonstration	Second Quarter FY10
Log Demo	First Quarter FY 11
DISR Certification Complete	First Quarter FY11
FCA Complete	Second Quarter FY11
PQT Complete/DD250	Second Quarter FY11

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

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

3. SECTION G – CONTRACT ADMINISTRATION DATA.

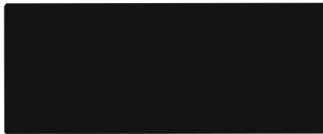

a. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA is modified to add the following:

CLINS 0017:

ACRN:	BW
CUMULATIVE AMOUNT:	\$22,500,000
ACCT CLASS:	216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO:	4M6J730000-017 FUNDED AMT \$22,500,000 (P00114)

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

c. **CLINs 0017 and 0018:**

- | | |
|---|---|
| (1) Amount Required for Full Funding, Including Fee(s): | \$ <u>1,346,249,000*</u> |
| (2) Amount Allotted Under the LOF Clause for Pmnt of Costs: |  |
| (3) Amount Separately Obligated for Payment of Target Fee: |  |
| (4) Total Amount Allotted and Obligated: | \$ <u>22,500,000*</u> |
| (5) Net Amount Required for Full Funding: | \$ <u>1,323,749,000*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | |

(b)(4)

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

001123

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

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

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

<u>OPTION</u>	<u>DATE</u>
CLINs 0005/0006	
0005AC(Option)IB	NLT 31 Oct 2007
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

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

(1) Paragraph c. is changed as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$22,500,000 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder until 30 Sep 11.

5. SECTION J – LIST OF ATTACHMENTS is changed to add the following as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work	25 Oct 05	32

001124

Special Instructions for Preparation of the Proposal For CLIN 0017 Contract DASG60-98-C-0001	26 Oct 05	12
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B056	24 Oct 05	56
Status on Disposition of Raytheon Spiral 2 SDD NTE Assumptions	25 Oct 05	14
GFE/GFP/GFS	26 Oct 05	3
System Performance Specification for the JLENS And its Annex A	26 Oct 05	92

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

001125

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00115	3. EFFECTIVE DATE 18 Nov 2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
ISSUED BY [REDACTED] DEFENSE COMMAND P.O. BOX 1500 HUNTSVILLE AL 35807-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MS 12FR2 TEWKSBURY MA 01876		CODE S220
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 05718	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
X 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: 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.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998. The purpose of this modification is threefold. First, with the certified completion of CLIN 0013, the proposed cost and fee structures of that CLIN are realigned to reflect the final actual costs and fee, adjusted to include the earned incentive amount. Second, in conjunction with this realignment, \$1.146 million is to be withdrawn from said CLIN 0013 and placed on CLIN 0017AA. Finally, \$3.7 million is being withdrawn from CLIN 0009AB and being placed on CLIN 0017AA. Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
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) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]		
15C. DATE SIGNED [REDACTED] November 2005		16C. DATE SIGNED [REDACTED]		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-0

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

001126

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
MODIFICATION

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

- a. CLIN 0009AB Available Material Dollars are decreased by \$3,700,000, from \$4,239,034 to \$539,034.
- b. CLIN 0013 available dollars are decreased by \$1,146,000 from \$1,146,000 to \$ -0-. CLIN 0013 is certified as being complete.
- c. CLIN 0017AA available dollars are increased by \$4,846,000 from \$22,500,000 to \$27,346,000.

2. Section B, Paragraph B-1, LINE ITEM DESCRIPTION, is modified to show the final cost and fee for CLIN 0013 as shown:

0013** **Spiral I – COTS – Based System**
Statement of Work SW-JLENS-16-97, titled “JLENS
Program, Spiral I”, incorporated herein and attached as
set forth in Part III, Section J, hereof.
Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1,
3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9,
3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5,
5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0
QTY: 1 Task (Cost Plus Incentive Fee)

FINAL COST	[REDACTED]
FINAL FEE + EARNED INCENTIVE FEE	[REDACTED]
TOTAL COST + FEE	\$38,901,000

(b)(4)
(5)(4)

****This CLIN is now certified as being closed.**

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

SubCLIN 0009AB:

ACRN: BU
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000
ORDER NO: ER5D732300-03 FUNDED AMOUNT: (\$3,700,000) (P00115)

SubCLIN 0013:

ACRN: BJ
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021 ER5D730100/54KJLE/4K0000
ORDER NO: ER5D730100-02 FUNDED AMOUNT: (\$1,000,000) (P00115)
ER5D730100-03 FUNDED AMOUNT: (\$146,000) (P00115)

SubCLIN 0017AA:

001127

ACRN: BY
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021 ER5D732500/54KJLE/4K0000
ORDER NO: ER5D732500-01 FUNDED AMOUNT: \$3,700,000 (P00115)

ACRN: BX
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021 ER5D732600/54KJLE/4K0000
ORDER NO: ER5D732600-01 FUNDED AMOUNT: \$1,000,000 (P00115)
ER5D732600-02 FUNDED AMOUNT: \$ 146,000 (P00115)


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

<u>SUBCLIN 0009AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	\$ 4,239,034	(\$3,700,000)	\$ 539,034
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 4,239,034	(\$3,700,000)	\$ 539,034
(5) Net Amount Required for Full Funding:	\$1,289,262	\$3,700,000	\$4,989,262

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

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,346,249,000	-0-	\$1,346,249,000
Amount Allotted under the LOF Clause	[REDACTED]		(b)(4)

001128

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

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

DELETE

Page 6, Modification NA
Page 8, Modification NA
Page 11, Modification NA
Page 28, Modification NA
Page 29, Modification NA
Page 29A, Modification NA
Page 34, Modification NA

ADD

Page 6, Modification P00115
Page 8, Modification P00115
Page 11, Modification P00115
Page 28, Modification P00115
Page 29, Modification P00115
Page 29A, Modification P00115
Page 34, Modification P00115

001129

BASIC

0013 Spiral 1 - COTS - Based System
Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof.
Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0
QTY: 1 Task (Cost Plus Incentive Fee)

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET

(b)(4)
(b)(4)
\$38,901,000
(b)(4)
(b)(4)
(b)(4)

0014 Contract Data Requirements List (CDRL)
DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.
QTY: 1 Lot

Not Separately Priced

OPTION V

0015 Operations & Sustainment (OPTION V)
Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0

0015AA Level-of-Effort (Includes labor and travel)
(Cost Plus Fixed Fee)

Available (OPTION)

Exercised Option

QTY:
ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

DPPH
(b)(4)
(b)(4)
\$8,323,376

DPPH
\$0
\$0
\$0

001130

g. CLIN 0013 is certified to be complete.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

B-3. LEVEL OF EFFORT (Applicable to CLINs 0009/0010 and 0015/0016):

a. SUBCLIN 0009AA and 015AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort as set forth in Paragraph B-1 above, within the time period as set forth in Section F hereof.

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

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

b. SUBCLIN 0009AB and 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009 and 0015, as applicable.

B-4 SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

B-5 COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis. In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth in Paragraph B-1 above.

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

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SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.
- b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.
- c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:
 - 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
 - 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
 - 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
- d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
 - 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.
 - 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
 - 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
 - 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.
- g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 31 Oct 2005.

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RAYTHEON COMPANY

115
MODIFICATION P00105 TO
CONTRACT DASG60-98-C-0001
PAGE 28 OF 70 PAGES
PREVIOUS: N/A

(b) SUBCLIN 0009AB:

ACRN: AQ
CUMULATIVE AMOUNT: \$59,894
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021
ER1D732000/1HHJLE/H
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894
(P00057)
ER1D732000-02 FUNDED AMT \$35,000
(P00069)

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

ACRN: BK
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021
ER5D731100/54KJLE/4K0000
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455
(P00099)

ARRN: BN
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J
525700
F25700 FSR: 003624 PSR: 205062 DSR: 086263
ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$ 81,685
(P00102)

ACRN: BU
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021
ER5D732300/54KJLE/4K0000
ORDER NO: ER5D732300-03 FUNDED AMOUNT: (\$3,700,000) (P00115)

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RAYTHEON COMPANY

115
MODIFICATION P00105 TO
CONTRACT DASG60-98-C-0001
PAGE 29 OF 70 PAGES
PREVIOUS: N/A

CLIN 0013

ACRN: AU
CUMULATIVE AMOUNT: \$7,970,000
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021
ER3D730000/34KJLE/4K0000

ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000
(P00073)

ER3D730000-02 FUNDED AMT: \$4,000,000
(P00073)

ER3D730000-03 FUNDED AMT: \$1,000,000
(P00077)

ER3D730000-04 FUNDED AMT: \$2,195,000
(P00078)

ACRN: AX
CUMULATIVE AMOUNT: \$3,396,000
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021
ER3D740000/34KJLF/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000
(P00080)

ACRN: BJ
CUMULATIVE AMOUNT: \$9,269,110
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021
ER5D730100/54KJLE/4K0000

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

ACRN: BJ
CUMULATIVE AMOUNT: \$9,269,110
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021
ER5D730100/54KJLE/4K0000

ORDER NO: ER5D730100-02 FUNDED AMT: \$ (1,000,000) (P00115)
ER5D730100-03 FUNDED AMT: \$ (146,000) (P00115)

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RAYTHEON COMPANY

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

CLIN 0017

ACRN: BW
CUMULATIVE AMOUNT: \$22,500,000
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021
4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-017 FUNDED AMT: \$ 22,500,000 (P00114)

ACRN: BX
CUMULATIVE AMOUNT: \$1,146,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021
ER5D732600/54KJLE/4K0000
ORDER NO: ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)
ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN: BY
CUMULATIVE AMOUNT: \$3,700,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021
ER5D732500/54KJLE/4K0000
ORDER NO: ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

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RAYTHEON COMPANY

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

f CLINs 0011 and 0012:

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

41,558,000*

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

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 38,901,000
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████ (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	██████████ (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 38,901,000
(5) Net Amount Required for Full Funding:	\$ -0-
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Oct 05

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

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

8,323,376

i. CLINs 0017 and 0018:

SUBCLIN 0017AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 1,346,249,000
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001136

- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 27,346,000
- (5) Net Amount Required for Full Funding: \$1,318,903,000
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 17 Feb 06

001137

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1 3
2. AMENDMENT/MODIFICATION NO. P00118	3. EFFECTIVE DATE 05-Dec-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY [REDACTED] MONTVILLE AL 36807-3801	CODE W9113M	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		CODE	S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01810				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)	
CODE 05718				X 20-Aug-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.					
<p>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</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(B).					
THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
OTHER (Specify type of modification and authority)					
H-6, Options.					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.					
The purpose of this modification is to exercise a portion of CLIN 0017AA in the amount of \$7,500,000.00.					
This modification also serves to incorporate DFARS 252.204-7005, Oral Attestation of Security Responsibilities, to the contract.					
Except as referenced above, all other terms and conditions of the basic contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)				15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]				[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		[REDACTED] (Signature of Contracting Officer)		05-Dec-2005	

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

001138

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

MODIFICATION

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

a. CLIN 0017AA available dollars are increased by \$7,500,000 from \$27,346,000 to \$34,846,000.

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-02 FUNDED AMOUNT: \$7,500,000 (P00116)

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

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

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

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

(a) Contractor employees cleared for access to

[REDACTED]

(b)(3)(A)
(i)&Title
10 Sec 130
(a)(b)
(b)(7)(E)

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

001139

(End of clause)

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

DELETE

Page 29, Modification P00115
Page 34, Modification P00115
Page 51, Modification P00105

ADD

Page 29, Modification P00116
Page 34, Modification P00116
Page 51, Modification P00116

001140

RAYTHEON COMPANY

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

CLIN 0017

ACRN: BW
CUMULATIVE AMOUNT: \$30,000,000
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021
4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-02 FUNDED AMT: \$ 7,500,000 (P00116)

ACRN: BX
CUMULATIVE AMOUNT: \$1,146,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021
ER5D732600/54KJLE/4K0000
ORDER NO: ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)
ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN: BY
CUMULATIVE AMOUNT: \$3,700,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021
ER5D732500/54KJLE/4K0000
ORDER NO: ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

001141

RAYTHEON COMPANY

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

f. CLINs 0011 and 0012:

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

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 38,901,000
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████ (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	██████████ (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 38,901,000
(5) Net Amount Required for Full Funding:	\$ -0-
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Oct 05

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

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

8,323,376

i. CLINs 0017 and 0018:

SUBCLIN 0017AA:

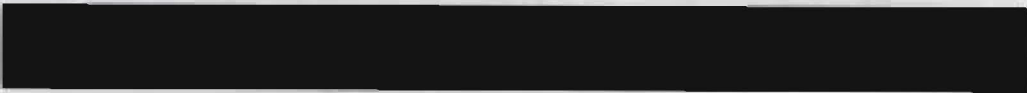
(1) Amount Required for Full Funding, Including Fee(s):	\$ 1,318,903,000
---	------------------

001142

- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 34,846,000
- (5) Net Amount Required for Full Funding: \$1,311,403,000
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 17 Feb 06

001143

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

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

(b)(4)

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

001144

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO P00117		3. EFFECTIVE DATE 12-Dec-2005	4. REQUISITION/PURCHASE RBQ. NO.		5. PROJECT NO. (if applicable)
ISSUED BY [REDACTED] MY SPACE & MISSILE DEFENSE COMMAND P.O. BOX 1800 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M/B T2FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL STREET ANDOVER MA 01810				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-88-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying fees, 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) H-5, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998. As a result of this modification, CLIN 0017AA estimated cost is increased by \$5,000,000, and funds in that amount are obligated. Except as referenced above, all other terms and conditions of the basic contract remain unchanged.					
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)	
[REDACTED]				[REDACTED] EMA [REDACTED]	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED [REDACTED]

(b)
(6)

(b)
(6)

001145

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
MODIFICATION

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

a. CLIN 0017AA available dollars are increased by \$5,000,000.00 from \$34,846,000 to \$39,846,000.

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-03 FUNDED AMOUNT: \$5,000,000 (P00117)

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

SUBCLIN 0017AA

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

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

DELETE
Page 29, Modification P00116
Page 34, Modification P00116

ADD
Page 29, Modification P00117
Page 34, Modification P00117

001146

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. PO0118	3. EFFECTIVE DATE 15-Dec-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. REQUIRED BY [REDACTED] P.O. BOX 1000 HUNTSVILLE AL 35807-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE MS 12FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying fee, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). AS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) H-6, Options				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998. The purpose of this modification is to exercise a portion of CLIN 0017AA for Tests/Exercises for the JDEP 08 effort in the amount of \$190,000. Except as referenced above, all other terms and conditions of the basic contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED			16C. DATE SIGNED	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

(b)
(6)(b)
(6)

001147

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

MODIFICATION

SECTION A - SOLICITATION/CONTRACT FORM

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4)
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED]
The total cost of this line item has increased by \$190,000.00 from \$1,346,249,000.00 to \$1,346,439,000.00.

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

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

ACRN: BZ
ACCT CLASS: AA 9760400 1202 186 JT01 606051 600008 59233 65126J 503000
F03000 FSR: 049826 PSR: J53569 DSR: 228434
ORDER NO: F1AF1W5313GV09-01 FUNDED AMT: \$190,000 (P00118)

CLINs 0017AA:

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

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

001148

DELETE

Page 29, Modification P00117
Page 34, Modification P00117

ADD

Page 29, Modification P00118
Page 34, Modification P00118

001149

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO. **00119** 3. EFFECTIVE DATE **27-Jan-2006** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

ISSUED BY: **NSA/CSS/AFSA/INTELL DEFENSE COMMAND** CODE: **W9113M** 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON, 80 APPLE HILL DRIVE, M/S T2FR2, TEWKSBURY MA 01578** CODE: **S2205A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY, 360 LOWELL STREET, ANDOVER MA 01810** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MOD. OF CONTRACT/ORDER NO. **DA S60-98-C-0001** 10B. DATED (SEE ITEM 13) **30-Jan-1998**

CODE **05716** FACILITY CODE

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

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

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

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

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

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

X D. OTHER (Specify type of modification and authority) **H-8, Options**

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.)
Modification Control Number: [REDACTED]
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.
As a result of this modification, CLIN 0017AA estimated costs are increased by \$5,000,000, and funds in that amount are obligated.
Except as referenced above, all other terms and conditions of the basic contract remain unchanged.

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)

CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED **27-Jan-2006**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
MODIFICATION

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
 - a. CLIN 0017AA available dollars are increased by \$5,000,000.00 from \$39,846,000 to \$44,846,000.

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$5,000,000. (P00119)

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

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

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

DELETE
Page 29, Modification P00118
Page 34, Modification P00118

ADD
Page 29, Modification P00119
Page 34, Modification P00119

001151

RAYTHEON COMPANY

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

CLIN 0017

ACRN: BW
CUMULATIVE AMOUNT: \$40,000,000
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021
4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-04 FUNDED AMT: \$ 5,000,000 (P00119)

ACRN: BX
CUMULATIVE AMOUNT: \$1,146,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021
ER5D732600/54KJLE/4K0000
ORDER NO: ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)
ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN: BY
CUMULATIVE AMOUNT: \$3,700,000
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021
ER5D732500/54KJLE/4K0000
ORDER NO: ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

ACRN: BZ
CUMULATIVE AMOUNT: \$190,000
ACCT CLASS: AA 9760400 1202 186 JT01 606051 600008 59233 65126J
503000 F03000 FSR: 049826 PSR: J53569 DSR: 228434
ORDER NO: F1AF1W5313GV09-01 FUNDED AMT: \$190,000 (P00118)

001152

RAYTHEON COMPANY

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

f. CLINs 0011 and 0012:

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

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

- | | |
|---|-------------------|
| (1) Amount Required for Full Funding, Including Fee(s): | \$ 38,901,000 |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: | ██████████ (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee: | ██████████ (b)(4) |
| (4) Total Amount Allotted and Obligated: | \$ 38,901,000 |
| (5) Net Amount Required for Full Funding: | \$ -0- |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | 31 Oct 05 |

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

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

i. CLINs 0017 and 0018:

SUBCLIN 0017AA:

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

001153

- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 45,036,000
- (5) Net Amount Required for Full Funding: \$1,391,403,000
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 06

001154

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE	PAGE OF PAGES
		V	1 18
2. AMENDMENT/MODIFICATION NO. 00120	3. EFFECTIVE DATE 21 Feb 2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY LIB ARMY SPACE & AIRBORNE DEFENSE COMMAND P.O. BOX 1600 MUNTSVILLE AL 36007-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE NAB T2PR2 TEWKSBURY MA 01876	CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL STREET ANDOVER MA 01810		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG8C-98-C-0001	
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X 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:			
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.) Modification Control Number: _____ Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should read 30 January 1998. This modification is administrative in nature. It serves to incorporate Proposal Instructions and DFARS 252.211-7003, Item Identification and Valuation, into the existing contract. Except as referenced above, all other terms and conditions of the existing contract shall remain unchanged. 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)	
[REDACTED]		[REDACTED] (b)(6)	
15B. CONTRACTING OFFICER [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED Feb 21, 2006 (b)(6)	16B. UNITED STATES OF AMERICA [REDACTED] (b)(6)	16C. DATE SIGNED 21 Feb 2006

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 33.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

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(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	Item description:
---	-------------------

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

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

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(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

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(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

PROPOSAL INSTRUCTIONS

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

A. INTRODUCTION:

1. The Program Executive Office, Missile and Space (PEO - MS), Cruise Missile Defense Systems (CMDS) Project Office, Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office plans to restructure the current JLENS contract DASG60-98-C-0001, Contract Line Item Numbers (CLINs) 0005AB and 0007AB into CLIN 0017 to procure two complete JLENS System Development and Demonstration (SDD) systems pursuant to Statement of Work, dated 25 Oct 05, and MIS-PRF-55628, dated 26 Oct 05.

2. The JLENS program is utilizing a system of systems approach whereas each JLENS SDD orbit consists of one elevated fire control system and one wide-area surveillance system capable of providing an [REDACTED] (b)(3)(A)

[REDACTED] The fire control system and wide-area surveillance system shall have the capability of operating independently and autonomously and/or together as a JLENS orbit.

B. OVERVIEW:

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

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- a. Two fire control radars
- b. Two Surveillance radars
- b. Four processing stations of identical design.
- c. Four aerostats platforms inclusive of the tethers and mobile mooring stations of identical design
- d. Four communication payloads

2. The proposal shall also include effort for the following:

a. The proposal shall not merely offer to perform work in accordance with the SOW, but shall describe how to perform the actual work proposed as specifically and concisely as possible. Repeating the SOW without sufficient elaboration is unacceptable. Address all portions of the SOW as specifically and concisely as possible.

b. Trained personnel, equipment, supplies, tools, materials, helium, payload, on-site security, and associated equipment and services required to operate and maintain the systems. The contractor shall provide qualified Flight Directors for tests/demonstrations and normal flight operations. Support to tests/demonstrations/normal flight operations include the relocation and shipment of the hardware and support equipment to the exercise site, operations and maintenance of the system during the tests/demonstrations/normal flight operations.

c. The Contractor shall make maximum use of the items in the Government inventory: to test, to be components of, to operate, and to maintain the system. The government plans to provide the contractor access to the government supply system IAW AR 725-50. The contractor should make maximum use of the government maintenance and supply system, if it is advantageous to the government, to order spares/repair parts for the repair and maintenance of common items. The GFP list for CLIN 0017 is provided with the change order.

d. The contractor shall, as part of the proposal, identify all equipment (vehicles, generators, forklifts, converters, test equipment, cranes, helium trailers, etc.) required to operate and maintain the systems. The contractor shall provide items if not already in the government inventory.

f. The contractor shall describe the integration of the various program and engineering disciplines for the JLENS program by clearly describing the roles, responsibilities, and tasks of each functional area. The summary will provide an overview of the contractor's organization (includes key personnel, major subcontractors, responsibilities, lines of authority, flow of information, etc.) and general approach to support the solicitation requirements. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant expertise on similar programs should be identified. Particular proposal advantages or unique approaches should also

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be highlighted. The contractor shall fully describe the integrated management control system established for: scheduling, budgeting, and accumulating cost; assessing earned value; identifying cost and schedule problems; performing estimates at completion; and providing timely detailed performance status to management and the government.

g. The contractor shall extend the Program Work Breakdown Structure (PWBS) contained in this change order to the level of detail necessary to accomplish the contract Scope of Work. The PWBS and guidance for its extension to the Contractor Work Breakdown Structure (CWBS) are contained in the SOW Attachment 3.

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

(b)(4)



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i. The modification resulting from this change order is anticipated to be the same cost reimbursement plus incentive fee arrangement as is currently in the contract.

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

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

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

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C. GENERAL:

1. The address for proposal submission is as follows:

U.S. Army Space and Missile Defense Command
JLENS Product Office
ATTN: [REDACTED]
[REDACTED]
Huntsville, Alabama 35805-1990

(b)(6)

2. For purposes of this request for proposal (RFP), a page is defined as one side of standard 8 1/2" x 11" paper, 12-pitch or equivalent, proportional spacing permissible, "newspaper copy type" style (two column) permissible, one inch margin all sides, single spaced. Any charts or graphs, 8-pitch or equivalent is permissible, must be clearly legible. Foldouts are permissible; however, each 8 1/2 x 11 fold will count as a page. All pages shall be numbered. Print both sides of paper (head to head). Proposal volumes and appendices are to have soft covers (i.e., card stock), be spiral or comb bound or in 3-ring binders, be sized to stand on edge in a standard Government security safe drawer (maximum 10.25" high and 16" wide) and allow the drawer to close without requiring the document to lay down. Confine discussion of material contained in each appendix to the subject of the appendix.

3. In each proposal volume, a single cross-reference table to the statement of work (SOW) is required. Offerors shall propose the entire SOW. Appendices, title pages, table of contents, list of figures, list of tables, and acronyms, are not included in the stated page limitations for the proposal volumes. There are no page limitations for the appendices. Copies of the proposal volumes shall be numbered in sequence; i.e., copy 1 of 10 copies, etc. Proposals shall be UNCLASSIFIED with the exception of the technical volume and supporting documentation.

4. All electronic data must be for [REDACTED]

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

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

Volume	Title	Page Limitation	Number of:	
			Hard Copies	Compact Disks
Volume I	General	None	3	2
Volume II	Technical	None	5	3
Volume III	Cost	None	5	3

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Volume IV	CDRL Plans and IPT Charters	None	5	2
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D. VOLUME DESCRIPTIONS

1. VOLUME I - GENERAL:

The general volume will consist of the actual proposal as set forth above to enter into a contract to perform the desired work. It shall also consist of the following: acknowledgment, team responsibility, assumptions and ground rules contained in the proposal, representations, certifications, acknowledgments, identification of technical data and computer software that the contractor intends to provide with limited rights or restricted rights, exceptions, and deviations. Provide any other General Information that may be beneficial in the evaluation of the proposal.

2. VOLUME II - TECHNICAL PROPOSAL:

The Technical Proposal shall address all the requirements of the government performance specification and the applicable paragraphs of the SOW. The technical proposal shall be formatted in a manner that will allow (1) its incorporation into the contract and (2) its practical application following contract award. The contractor has the flexibility to structure the technical proposal in a manner that satisfies both proposal and post-award application (e.g., appendices, attachments, annexes).

a. The technical proposal shall contain a description of the contractor's approach to complete all the requirements of the government performance specification using the government approved technical outline. For each section of the Technical Proposal, reference the pertinent SOW paragraph(s).

b. The proposal shall address: the nature of the requirements as understood by the contractor, identification of critical areas of the requirements, proposed methods of accomplishing overall requirements, and proposed methods of accomplishing critical areas.

c. Proposal containing statements of compliance only are not acceptable (e.g., "will comply"). The technical proposal shall contain a qualification of technical performance parameters and sufficient rationale to allow for evaluation of program approaches.

d. The contractor shall develop a crosswalk between the government performance specification and the proposal. If special conditions are required to meet a requirement(s) (such as NBC, transportability, engagement scenarios, operational availability), these shall be called out in a separate table or document along with the special condition (i.e, ten C-130's to move just the mooring station). If the proposed system is non-compliant with any portion of MIS-PRF-55628, the contractor shall so state, and provide the predicted performance of the system.

e. The contractor shall provide, with the proposal, a description of the Master Test Plan required in SOW at paragraph 5.2. The description shall include a preliminary list of all tests planned and identify the tests for which the contractor will submit test plans and reports per CDRL.

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f. The contractor shall provide, with the proposal, a plan and timeline for expediting data reduction during system level testing (PTIR system, SuR system, and Orbit).

g. The contractor shall provide a plan / approach to expeditiously verify the operational integrity of components, sub-systems, and orbit during E³, environmental, and HEMP tests. Identify any unique resources or special test equipment necessary to fulfill this plan.

h. The contractor shall describe models and simulations, how they will be used to mitigate program risks and the verification and validation process for each model and simulation proposed on this program that will be used for requirement verification. The contractor shall describe the process by which models and simulations will be used during flight tests (PTIR system, SuR systems, or Orbit).

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3. **VOLUME III - COST:**

a. INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL WHEN COST OR PRICING DATA ARE REQUIRED: Cost proposals shall be submitted in accordance with FAR 15.408(l) and with 15.403-5. In submitting its proposal, the contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, prime and major subcontractor, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace. In addition, provide the following:

b. For pricing purposes, the start date of the effort is the date the change order is issued. Include the proposed contract type and period of performance. The cost volume shall provide cost data in response to the SOW, Specification, and change order modification. The cost volume shall consist of the proposed costs for the JLENS System Development and Demonstration (SDD) Program. Provide any other General Information that may be beneficial in evaluation of your proposal.

Provide the following information on the first page of your pricing proposal:

- (1) Name, address, voice telephone number, fax number, and e-mail address of cognizant Defense Contract Audit Agency;
- (2) Type of contract (that is, FFP, FPI, CPFF, CPFF Level of Effort, etc.);
- (3) Proposed cost; profit or fee dollars, cost of money dollars, and total for overall contract;
- (4) Place(s) and period(s) of performance;
- (5) Whether your organization is operating under an accounting system that has been approved for cost type contracts. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (6) A listing by Line Item Number of each line item's applicable cost, fee, COM, and total dollars;
- (7) Date of submission; and

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(8) Name, title and signature of authorized representative.

c. The cost volume shall include the proposed costs for the JLENS SDD Program, CLIN 0017, of the JLENS contract. The cost proposal shall include costs for two complete Precision Track and Illumination Radar (PTIR) systems comprised of a platform, PTIR, communications payloads, and mobile processing station and for two complete Surveillance Radar (SR) systems comprised of a platform, communications payloads, and mobile processing station.

(1) The cost proposal shall be consistent with the cost, schedule, and technical requirements provided with the change order. The cost proposal shall in accordance with the Contract Work Breakdown Structure (CWBS) provided.

(2) The cost proposal shall be supported by cost and pricing data. Costs proposed shall be provided:

(a) in total by both government fiscal year and contractor rate year that summarizes to the grand total amounts shown.

(b) by cost element by both government fiscal year and contractor rate year

(c) by cost element by WBS Level 2 by government fiscal year

(d) by government fiscal year to WBS Level 1, 2, 3, 4, and 5

(3) A DD1861, Contract Facilities Capital Cost of Money, shall be provided by contractor rate year. A table will be provided by government fiscal year for Contract Facilities Capital Cost of Money.

(4) A matrix of subcontractor proposed and contractor evaluated subcontract costs by both government fiscal year and contractor rate year.

(5) A consolidated priced Bill of Material shall be provided in descending high dollar format in total by WBS with the following information:

Part Number	Vendor Invoice N Or Other Referen	Vendor	Quantity	Unit Price	Extended Price	Basis of Estimate

(6) A matrix of costs by WBS by government fiscal year by Product IPTs / Cross Product IPTs. The contractor shall provide the test cost and the integrated logistics support cost into separate individual sections.

(7) A matrix of travel costs by WBS by both government fiscal year and contractor rate year shall be provided with the following information:

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

(8) List all other direct cost (ODC) not otherwise included in the categories described elsewhere in this solicitation (e.g. computer, consultant service, etc.) and provide basis for pricing. For computer cost, describe the type of computer services being priced, the number of computer hours (and the basis of those hours) and the rate per computer hour. For consultant cost, provide the agreement between your company and the consultant showing the rate per consultant hour. For ODC other than those described, provide the same level of detail as listed for the computer cost and consultant cost

(9) A consolidated priced list of the GFE/GFP/GFS required of the contractor by the government with a description, cost, quantity, lead time, date required by contractor for items to be provided, availability, etc.

(10) For each subcontract proposal that is either greater than \$10,000,000 or greater than 10% of the contractor's proposed price and greater than the cost and pricing data threshold, provide the following:

- a. Information in Section II of L. for each subcontractor.
- b. A cost element breakdown by CLIN by government fiscal year and contractor rate year. In addition, provide a Grand Total rollup summary by cost element breakdown.
- c. Explanations of each cost element as delineated in the instructions to the prime contractor.

(11) If interdivisional transfers of cost are applicable, provide the following for each division:

- a. Information in Section II of L. for each division.
- b. A cost element breakdown by CLIN government fiscal year and contractor rate year. In addition, provide a Grand Total rollup summary by cost element breakdown.
- c. Explanations of each cost element as delineated in the instructions to the prime contractor.

(12) FAR 15.806 requires the prime contractor to submit as part of their cost and pricing data the results of subcontract review and evaluations. For this proposal, the contractor shall obtain assist audits from the DCAA on all subcontract proposals that exceed \$1,000,000. These audit reports and the contractor's cost and technical analyses of these subcontractor proposals shall be furnished to the government NLT forty-five days after the proposal is submitted.

(13) Since subcontractor technical evaluations will be conducted by the government, copies of the subcontractor's cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the subcontractor for those subcontractor's that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor's proposal.

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(14) Since the interdivisional transfers technical evaluations will be conducted by the government, copies of the interdivisional transfers cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the interdivisional transfers for those interdivisional transfers that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor's proposal.

(15) Provide a grand total roll-up summary by cost element breakdown by CFY.

(16) Provide the proposed fee/profit percentage and base.

(17) It is unacceptable to send proposals containing statements of compliance only (e.g., "will comply"). The proposal shall include a description of resources and positions by labor mix to be used in accomplishing the requirements of the statement of work.

(18) The proposal shall include within each Basis of Estimate (BOE), or in another format, a complete breakout by fiscal year of the number of hours proposed and correlated to specific implicit or explicit tasks to be performed under that BOE per year. All Level of Effort (LOE) tasks shall be kept to a minimum and disclosed in a separate table.

4. VOLUME IV – CDRL PLANS and IPT Charters

a. The following CDRLs require initial submittal with the SDD Proposal:

B002 - Integrated Master Plan/Integrated Master Schedule

B052 - Program Management Plan

The contractor shall develop an event driven IMP that describes the contractor's approach to executing the overall program. Events, criteria, and planned accomplishments shall be shown such that all aspects of performance (operational and support), design and development, fabrication, assembly, integration, testing, quality, and logistics are addressed and oriented towards program objectives. The IMP shall provide the government and the contractor a living management document for execution of the program as well as an assessment of progress toward and completion of each activity and milestone. The IMP shall provide insight into the total work effort (SOW tasking) to achieve all program goals. The IMP shall be organized to track/map to the SOW, CWBS and the IMS. The IMP shall establish activities and events that must be successfully completed to provide a logical and orderly development process. The IMP shall identify planned accomplishments/criteria for each event to ensure a logical, orderly development process is maintained. In the IMS, the critical path shall be identified; the sensitivity of this path to significant activities/events and associate development/integration/risk mitigation tasks shall be identified; it shall be keyed to the major program milestones.

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

b. IPT Charters

The contractor shall include a description with charts of the proposed organization to include key technical and management personnel of the contractor's organization and proposed subcontractor(s) organization(s), and associated resumes. Key personnel are the Project Manager, Deputies, Chief of each functional element or the support staff, and other significant personnel. Access to senior corporate technical specialists, such as Chief Scientist, Quality, Safety, shall also be shown. Authority relationships and duties shall be established for the project organization with an indication of level of control of project and company resources. The degree of participation of key personnel and roles of the subcontractor's key personnel shall also be indicated.

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

(End of Summary of Changes)

001172

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

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

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT LOT	UNIT PRICE	AMOUNT
0017AB	JLENS SDD Systems Studies/Exercises CPIF				
	To provide funding for [REDACTED] POP is 1 April 2006 thru 31 October 2006.				(b)(3)
	FOB: Destination				
				TARGET COST	[REDACTED]
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	\$118,250.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN KL				\$118,250.00
	CIN: 00000000000000000000000000000000				

SUBCLIN 0017AC is added as follows:

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT LOT	UNIT PRICE	AMOUNT
0017AC	JLENS SDD Systems Studies/Exercises CPIF				
	To provide funding for JLENS Support to the [REDACTED] exercise.				(b)(3)(A)
	FOB: Destination				(i)&Title 10 Sec 130 (a)(b)
				TARGET COST	[REDACTED] (b)
				TARGET FEE	[REDACTED] (4)
				TOTAL TGT COST + FEE	\$190,000.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BZ				\$190,000.00
	CIN: 00000000000000000000000000000000				

The following items are applicable to this modification:
MODIFICATION

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

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$34,000,000 (P00121)

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

SubCLIN 0017AB:

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

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ORDER NO: F1AF1W6061GV02-01 FUNDED AMOUNT: \$118,250 (P00121)

SubCLIN 0017AC:

ACRN: BZ
ACCT CLASS: AA 9760400 1202 186 JT01 606051 600808 59233 65126J 503000 F03000
ORDER NO: F1AF1W5313GV09-01 FUNDED AMOUNT: \$190,000 (P00121)

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

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

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

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

<u>SUBCLIN 0017AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ -0-	\$ -0-	\$ 0-
Amount Allotted under the LOF Clause for Payment of Costs:	\$ -0-	[REDACTED] (b)(4)	

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Amount Separately Obligated for Payment of Fee:	\$ -0-	[REDACTED]	(b)(4)
Total Amount Allotted and Obligated:	\$ -0-	\$ 118,250	\$ 118,250
Net Amount Required for Full Funding:	\$ -0-	\$ -0-	\$ -0-

SUBCLIN 0017AC

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

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

DELETE

Page 29, Modification P00118

Page 34, Modification P00118

ADD

Page 29, Modification P00119

Page 34, Modification P00119

001177

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. P00122	3. EFFECTIVE DATE 29-Apr-2006	4. REQUISITION/PURCHASE RBQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY [REDACTED] MUNTSVILLE AL 36007-3897	CODE W9113M	7. ADMINISTERED BY (If other than issue) DCMA RAYTHEON 85 APPLE HILL DRIVE M88 T2FRZ TEMPLESBURY MA 01878		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 880 LOWELL STREET ANDOVER MA 01878			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DAB600-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 06718			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 hereafter of offer <input type="checkbox"/> is amended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. 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 43.103 (a)(3)					
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.) Modification Control Number [REDACTED] The purpose of this modification is to decrease the funding of ACRN BW (SUBCLIN 0017AA) in the amount of \$180,000.00 and to increase the funding of ACRN BY (SUBCLIN 0017AA) in the amount of \$180,000.00.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as have to be changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF CONTRACTOR (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED]		
15B. CONTRACT NUMBER		15C. DATE SIGNED	16B. DATE SIGNED		
[REDACTED]		4/28/06	[REDACTED]		01 May 2006
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

001178

(b)
(6)

(b)
(6)

(b)
(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

CHANGES IN SECTION B

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017AA	SDD JLENS Systems	1	LOT		
	CPIF				(b)(3)(A)
	Design, development, procurement, fabrication, integration, testing, and delivery of [REDACTED] SDD JLENS systems.				(i)&Title 10
	FOB: Destination				Sec 130 (a)(b)
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	\$1,351,439,000.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BW				\$73,820,000.00
	ACRN BX				\$1,146,000.00
	ACRN BY				\$3,880,000.00

CHANGES IN SECTION G

SUBCLIN 0017AA:

ACRN BW has been decreased by \$180,000.00 from \$74,000,000.00 to \$73,820,000.00.
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ACRN BY has been increased by \$180,000.00 from \$3,700,000.00 to \$3,880,000.00.
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021 ER5D732500/54KJLE/4MJLEN

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	4
2. AMENDMENT/MODIFICATION NO. P00123	3. EFFECTIVE DATE 8 Jun 06	4. REQUESTION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY [REDACTED] SENSE COMMAND [REDACTED] HUNTSVILLE, AL 35897-0001	CODE WB113M	7. ADMINISTERED BY (if other than item 6) DOMARAYTHEON 20 APPLE HILL DRIVE MBS T1992 TEWKSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01910			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DAS 900-58-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05718			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 4. 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 use of the following methods: (a) By completing Item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) 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 change 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) H-S, Options					
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.) Modification Control Number [REDACTED] Due to a Standard Procurement System defect, the data shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this modification is to obligate additional funding in the amount of \$5,000,000 to CLIN 0017AA and correct errors in Section G in Modification P00121. Except as referenced above, all other terms and conditions of the original contract remain unchanged. 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 [REDACTED]			16A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]		
[REDACTED]			[REDACTED]		
15C. DATE SIGNED 5/31/2006			16C. DATE SIGNED 8 Jun 06		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

001180

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

(End of Summary of Changes)

The following items are applicable to this modification:

MODIFICATION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

a. CLIN 0017AA available dollars are increased by \$5,000,000 from \$78,846,000 to \$83,846,000.

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$5,000,000 (P00123)

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

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,301,403,000	(\$33,810,000)	\$1,267,593,000
Amount Allotted under the LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
Total Amount Allotted and Obligated:	\$ 45,036,000	\$33,810,000	\$ 78,846,000
Net Amount Required for Full Funding:	\$1,301,403,000	(\$33,810,000)	\$1,267,593,000

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

001181

SUBCLIN 0017AB

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ -0-	\$ -0-	\$ 0-
Amount Allotted under the LOF Clause for Payment of Costs:	\$ -0-	[REDACTED]	(b)(4)
Amount Separately Obligated for Payment of Fee:	\$ -0-	[REDACTED]	(b)(4)
Total Amount Allotted and Obligated:	\$ -0-	\$ 118,250	\$ 118,250
Net Amount Required for Full Funding:	\$ -0-	\$ -0-	\$ 0-

SUBCLIN 0017AC

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

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

SUBCLIN 0017AA

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

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

DELETE
Page 29, Modification P00118

ADD
Page 29, Modification P00121

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Page 34, Modification P00118
Page 68, Modification P00106

Page 34, Modification P00121
Page 68, Modification P00121

001183

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO. PP01247	3. EFFECTIVE DATE 09-Jun-2006	4. REQUESTING PURVISER/REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY [Redacted]	CODE (M012M)	7. APPROVED BY (greater than level of approval) [Redacted]	CODE (E200A)

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and Zip Code) [Redacted]	9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)	
X 10A. NO. OF CONTRACT/ORDER NO.	
X 10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The base and data specified by supplier or/other.

By completing Items 8 and 15, and resubmitting _____ copies of this amendment; (B) By submitting complete copies of this amendment on each copy of the other attached; or (C) By requesting letter or explanation which includes an explanation of the solicitation and amendment number. FAILURE OF YOUR ACCOUNT NUMBER TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS WILL BE YOUR RESPONSIBILITY AND YOUR ACCOUNT NUMBER WILL BE YOUR RESPONSIBILITY.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify section) 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 change in pricing of fee, specification 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 FAR 27.206-2, Contract-Cost Reimbursement, ANY

D. OTHER (Specify type of modification and authority)

E. REPORTANT: Contractor In not, is required to sign this document and return _____ copies to the funding office.

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

Identification Control Number: _____

Due to a Standard Procurement System defect, the data shown in Block 70b of the SFPO may be inaccurate. That data should be 30 Jan 06

Moreover, it is considered in both parties best interest to incorporate revisions to the contract Statement of Work, Specification, Contract Data Requirements Lists, and Release Schedule.

Now, therefore in consideration, the contract is amended by:

15A. NAME AND TITLE OF CONTRACTOR (No. Street, County, State and Zip Code)

15B. NAME AND TITLE FOR CONTRACT/ORDER/AMENDMENT/MODIFICATION (No. Street, County, State and Zip Code)

15C. DATE SIGNED

15D. DATE SIGNED

15E. SIGNATURE OF CONTRACTOR (No. Street, County, State and Zip Code)

15F. SIGNATURE OF CONTRACTING OFFICER (No. Street, County, State and Zip Code)

001184

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CONTINUATION PAGE

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

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

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

SUMMARY OF CHANGES

001185

(End of Summary of Changes)

001186

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1 4
2. AMENDMENT/MODIFICATION NO. P00125	3. EFFECTIVE DATE 23 Aug 06	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] HUNTSVILLE AL 35897-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMARAYTHEON 50 APPLE HILL DRIVE M6 T2FR2 TEWKSURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL STREET ANDOVER MA 01810				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	
CODE 05718		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>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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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: FAR 43.103(a)(3)					
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.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 Jan 98. The purpose of this modification is as follows: (1) Correct the total contract value; (2) Realign funding against CLIN 0017AA SDD effort using available funds from CLINs 0005AA, 0007AA and 0013; (3) move tasks not completed in SLIN 0005AA to SLIN 0017AA SOW; and (4) Certify completion of CLINs 0003, 0005AA and 0007AA, and 0009.					
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 ADDRESS OF CONTRACTOR (Print)		15B. NAME AND ADDRESS OF CONTRACTING OFFICER (Print)			
[REDACTED]		[REDACTED]			
15C. DATE SIGNED 8/23/06		15D. SIGNATURE OF CONTRACTING OFFICER [REDACTED]		16C. DATE SIGNED 23 Aug 06	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04
001187

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

(6)

(b)(6)

(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

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

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

(End of Summary of Changes)

The following items are applicable to this modification:

MODIFICATION

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

0005AA	BH	3,500,000.00
0005AA	BL	187,000.00
Subtotal CLIN 0005AA		3,687,000.00
0007AA	BP	480,000.00
Subtotal CLIN 0007AA		480,000.00
0013	BJ	100,000.00
Subtotal CLIN 0013		100,000.00
Total Transfer to CLIN 0017AA		4,267,000.00
BW		4,267,000.00

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

001188

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

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,262,403,000	(\$4,267,000)	\$1,258,136,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)		
Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)		
Total Amount Allotted and Obligated:	\$ 83,846,000	\$ 4,267,000	\$ 88,113,000
Net Amount Required for Full Funding:	\$1,262,403,000	(\$4,267,000)	\$1,258,136,000

5. The milestones identified in paragraph F-5 for the following CLINs are considered completed tasks:

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

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

WBS 3 Precision Track Illumination Radar (PTIR) (CLIN 0005AA) – Tasks are [REDACTED] Test/Integration and System Integration Laboratory (SIL)

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

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

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

WBS 6 Systems Engineering Integration Test (SEIT) (CLIN 0005AA) – Tasks are [REDACTED] Build 1, and Software Engineering Management Plan (SEMP).

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

c. CLIN 0007AA is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0009 is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

6. It has been determined that the contractor has:

- a. Met all the requirements in paragraphs F-1 and the milestones through FY05 in F-5, as well as the effort required by the statement of work dated 3 Dec 02, Rev 4, JLENS Program, Spiral 1.
- b. Submitted all the required data in accordance with CDRL and received required approvals of submission.
- c. Delivered materials under CLIN 0009.

001189

7. Section G, Paragraph G-2 and G-3 are incorporated/revised as follows:

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.

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



(b)(6)

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

001190

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V
 PAGE OF PAGES: 1 | 3
 2. AMENDMENT/MODIFICATION NO: P00126
 3. EFFECTIVE DATE: 13-Sep-2006
 4. REQUISITION/PURCHASE REQ NO:
 5. PROJECT NO (If applicable):

6. ISSUED BY: CODE W9113M
 US AIR FORCE A MISSILE DEFENSE COMMAND
 HUNTSVILLE AL 35807-3801
 7. ADMINISTERED BY (If other than item 6): CODE S2205A
 DCMA RAYTHEON
 50 APPLE HILL DRIVE
 MS T2PR2
 TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
 RAYTHEON COMPANY
 350 LOWELL STREET
 ANDOVER MA 01810
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO: DASG80-98-C-0001
 X 10B DATED (SEE ITEM 13): 30-Jan-1998

CODE 05716 FACILITY CODE

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

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

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 X D. OTHER (Specify type of modification and authority)
 H-6, Options

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)
 Modification Control Number: [REDACTED]
 Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should read 30 January 1998.
 The purpose of this modification is to obligate additional funding in the amount of \$750,000 to CLIN 0017AA.
 Except as noted above, all other terms and conditions of the original contract remain unchanged.

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

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

B. CONTRACTOR OFFEROR
 (Signature of person authorized to sign)
 15C. DATE SIGNED
 15B. UNITED STATES OF AMERICA
 (Signature of Contracting Officer)
 15C. DATE SIGNED: 13-Sep-2006

001191

(b)
(6)

(b)
(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

MODIFICATION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

a. CLIN 0017AA available dollars are increased by \$750,000 from \$83,846,000 to \$84,596,000.

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$750,000 (P00125)

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

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

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,262,403,000	(\$750,000)	\$1,261,653,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		
Amount Separately Obligated for Payment of Fee:	[REDACTED]		
Total Amount Allotted and Obligated:	\$ 83,846,000	\$750,000	\$ 84,596,000
Net Amount Required for Full Funding:	\$1,262,403,000	(\$750,000)	\$1,261,653,000

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

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

001192

Accounting and Appropriation

Summary for the Payment Office

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

(End of Summary of Changes)

001193

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001194

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001199

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. P00127	3. EFFECTIVE DATE 21 Sep 06	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] MISSILE DEFENSE COMMAND HUNTSVILLE AL 35897-3801	CODE WB113M	7. ADMINISTERED BY (Other than item 6) DCMA RAYTHEON 30 APPLE HILL DRIVE MIS T2FR2 TEMPSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-88-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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: FAR 43.103(a)(3)					
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.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the data shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this modification is to correct an error in Section B and Section G under Modification P00126. Except as noted above, all other terms and conditions of the original contract remain unchanged.					
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 [REDACTED]			15B. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]		
15C. DATE SIGNED [REDACTED] 21 SEP 06			15D. DATE SIGNED [REDACTED] 25 Sep 06		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

001200

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

MODIFICATION

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

a. CLIN 0017AA available dollars are increased by \$750,000 from \$88,113,000 to \$88,863,000.

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

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,258,136,000	(\$750,000)	\$1,257,386,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		
Amount Separately Obligated for Payment of Fee:	[REDACTED]		
Total Amount Allotted and Obligated:	\$ 88,113,000	\$ 750,000	\$ 88,863,000
Net Amount Required for Full Funding:	\$1,258,136,000	(\$750,000)	\$1,257,386,000

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

001201

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE V		PAGE OF PAGES 1 2	
AMENDMENT/MODIFICATION NO F00128	3. EFFECTIVE DATE 04-Oct-2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY AIR AND MISSILE DEFENSE COMMAND PO BOX 1800 HUNTSVILLE AL 35807-3801 (b)(6)	CODE WS113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE MS T2FR2 TEMPLEBURRY MA 01878	CODE S2205A (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL STREET ANDOVER MA 01810	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

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

X D. OTHER (Specify type of modification and authority)
H-6, Options

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.)
 Modification Control Number: **(b)(6)**
 Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should read 30 January 1998.
 The purpose of this modification is to obligate additional funding in the amount of \$45,600,000 to CLIN 0017AA.
 Except as noted above, all other terms and conditions of the original contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
5B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (b)(6) B (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 04-Oct-2006

001202

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

The following items are applicable to this modification:

MODIFICATION

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

a. CLIN 0017AA available dollars are increased by \$45,600,000 from \$88,863,000 to \$134,463,000.

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO: 4M6J730000-09 FUNDED AMOUNT: \$ 600,000 (P00128)

ACRN: KM
ACCT CLASS: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021
4M7J730000/74MJLE/4M
ORDER NO: 4M7J730000-09 FUNDED AMOUNT: \$45,000,000 (P00128)

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

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

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,257,386,000	(\$45,600,000)	\$1,211,786,000
Amount Allotted under the LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
Total Amount Allotted and Obligated:	\$ 88,863,000	\$45,600,000	\$ 134,463,000
Net Amount Required for Full Funding:	\$1,257,386,000	(\$45,600,000)	\$1,211,786,000

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

001203

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
V

PAGE OF PAGES
1 | 2

2. AMENDMENT/MODIFICATION NO.
X0129

3. EFFECTIVE DATE
30-Oct-2008

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

ISSUED BY
[REDACTED] BE COMMAND
225 400-4200
P.O. BOX 1000
HUNTSVILLE AL 35807-3601

CODE
WB113M

7. ADMINISTERED BY (If other than item 6)
DCMA RAYTHEON
50 APPLE HILL DRIVE
M/S T2FR2
TEWKSBURY MA 01878

CODE
S2205A

(b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
RAYTHEON COMPANY
300 LOWELL STREET
ANDOVER MA 01810

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 05716

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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)
H-6, Options

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.)
Modification Control Number: [REDACTED]

Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.

The purpose of this modification is administrative in nature, and serves to correct an error in Modification F00114.

Except as referenced above, all other terms and conditions of the basic contract remain unchanged.

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

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

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

B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
30-Oct-2008

(Signature of person authorized to sign)

(Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

CONTRACT ADMINISTRATION DATA

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

(End of Summary of Changes)

001205

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 00130	3. EFFECTIVE DATE 28-Nov-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND ██████████ HUNTSVILLE AL 35887-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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) Section H-6, Options				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ██████████				
A. Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.				
B. The purpose of this modification is to obligate additional funding in the amount of \$270,000 to CLIN 0017AA.				
C. All other terms and conditions remain unchanged.				
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)			(Signature of Contracting Officer)	28-Nov-2006

EXCEPTION TO SF 30

30 116 04

STANDARD FORM 30 (Rev. 10-89)

001206

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

The following items are applicable to this modification:

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

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

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

SubCLIN 0017AA:

ACRN: BW
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO. 4M6J730000-10 FUNDED AMOUNT \$270,000 (P00130)

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

SUBCLIN 0017AA

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

(End of Summary of Changes)

001207

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
V

PAGE OF PAGES
1 | 2

AMENDMENT/MODIFICATION NO
FO0131

3. EFFECTIVE DATE
30-Nov-2008

4. REQUISITION/PURCHASE RBQ. NO.

5. PROJECT NO. (if applicable)

6 ISSUED BY
US ARMY SPACE & MISSILE DEFENSE COMMAND
HUNTSVILLE AL 35897-3801

CODE
WB113M

7. ADMINISTERED BY (if other than item 6)
DCMA RAYTHEON
50 APPLE HILL DRIVE
M/S T2FR2
TEWKSBURY MA 01878

CODE
S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
RAYTHEON COMPANY
380 LOWELL STREET
ANDOVER MA 01810

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.
DASG90-98-C-0001

10B. DATED (SEE ITEM 13)
X 30-Jan-1998

CODE 05716

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

X 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:

D. OTHER (Specify type of modification and authority)

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.)
Modification Control Number [REDACTED]

- A. Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.
- B. The purpose of this modification is to correct administrative errors on Modification FO0130.
- C. All other terms and conditions remain unchanged.

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
30-Nov-2008

(Signature of person authorized to sign)

(Signature of Contracting Officer)

001208

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following items are applicable to this modification:

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

SUBCLIN 0017AA

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

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

(End of Summary of Changes)

001209

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	10
2. AMENDMENT/MODIFICATION NO. P00132		3. EFFECTIVE DATE 14-Dec-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)	
6. ISSUED BY [REDACTED] PLANTVILLE AL 32007-380		CODE WB113M	7. ADMINISTERED BY (If other than item 4) DCMAR/ATHSON 30 APPLE HILL DRIVE MFB YEPRE TOMBURG AL 36887		CODE 82205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) P/R/T/SH COMPANY SEBOWELL STREET ANDOVER MA 01910				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DUSG80-06-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05718		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 4. The hour and date specified for receipt of offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as extended by one of the following methods: (a) By completing item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) 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(8).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Mutual Agreement						
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 UCP action headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED]						
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998.						
WHEREAS, as a result of Modification P00114 and P00124, the government and the contractor have agreed to modify the contract; and						
WHEREAS, the contractor has submitted a proposal for this definitization modification; and						
WHEREAS, the parties have negotiated an equitable adjustment for this modification pertaining to SubCLNs 0017AA and CLN 0019 as shown herein.						
Except as provided herein, all terms and conditions of the documents referenced in item 9A or 10A, as last so far changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]				[REDACTED]		
15B. DATE SIGNED		15C. UNITED STATES OF AMERICA		16B. DATE SIGNED		
[REDACTED]		[REDACTED]		14 DEC 2006		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				30-103-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

001210

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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

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

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

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

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

NOW, THEREFORE, the contract is modified as follows:

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

a. Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract for CLIN 00017, SUBCLIN 0017AA, 0017AB, 0017AC, CLIN 0018 and replace with the CLIN structure shown below:

B-1. 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 (SEGMENT 1)

0017	JLENS SDD Program Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program", SW-JLENS-SDD-2006, 30 November 2006, incorporated herein and attached as set forth in Section J hereof.			
------	--	--	--	--

001211

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0017AA	SDD JLENS Systems Design, development, procurement, fabrication, integration, testing, and delivery of two (2) SDD JLENS systems.	Sec B-18		\$1,428,796,312
0017AB	JLENS SDD Systems Studies/Exercises [REDACTED]	(b)(3)(A)		\$118,250
0017AC	JLENS SDD Systems Studies/Exercises [REDACTED]	(b)(3)(A)		\$190,000
0018	Contract Data Requirements List (CDRL) Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 through B062, incorporated herein and attached by reference as set forth in Section J hereof.	1	Lot	Not Separately Priced
	OPTION 6			
0019	5 TH Acrostat Platform Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.			
0019AA	5 th Acrostat Platform	Sec B-20		\$22,195,610

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

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

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

Target Cost
Target Fee

[REDACTED]

(b)(4)

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

FAR 52.216-10 INCENTIVE

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

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] percent or less than [REDACTED] percent of the target cost. (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- 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: \$1,428,796,312

B-20 TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN0019AA:

SUBCLIN 0019AA - (One 5th Aerostat Platform)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$ 22,195,560

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

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

a. Performance of Contract Line Items CLIN 0001/0002 through, 0015/0016 is considered complete and/or restructured into CLIN 00017/0018; CLIN 0017/0018 and 0019 (if exercised) shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are

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not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0018 and/or delivery is complete and such are accepted by the Government as being satisfactory. Fee payments for SubCLIN 0017AA and 0019AA will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. SubCLIN 0017AA will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

c. SubCLIN 0017AB and 0017AC will be considered completed based upon the statement of work requirements.

d. CLIN 0018 will be considered complete based upon a determination that all data and reports have been submitted and accepted/approved, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

e. SubCLIN 0019AA (if exercised) will be considered complete based upon the delivery of 5th Aerostat Platform NLT the end of 2nd Quarter, FY12.

(3) B-12. **SEPARATE APPLICATION OF FUNDING:** The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets 0017AA/0018, and 0019.

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

a. Paragraph F-1, **COMPLETION OF REQUIREMENT**, is changed as follows:

1. Performance of Contract Line Items CLIN 0001/0002 through, 0015/0016 is considered complete and/or restructured into SubCLIN 0017AA/CLIN0018.

2. The contractor shall complete the task required by SubCLIN 0017AA (restructured from CLINs 0005AB and 0007AB) and complete delivery of all data and reports required by CLIN 0018 by 30 SEP 2012.

3. SubCLIN 0017AB and 0017AC will be considered completed based upon the statement of work requirements.

4. The contractor shall complete the task required by SubCLIN 0019AA and complete delivery by 31 MAR 2012, if exercised.

b. Paragraph F-5, **MILESTONE EVENTS AND PERFORMANCE PERIOD:**

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0017</u>	
Orbit SRR	First Quarter FY07
Orbit SFRR	First Quarter FY07
Orbit SFR	Second Quarter FY07
Platform PDRR	Second Quarter FY07

001214

FCR PDRR/CDRR	Third Quarter FY07
SuR PDRR	First Quarter FY08
Processing Station & CP PDRR	First Quarter FY08
Platform CDRR	Second Quarter FY08
Orbit PDR	Second Quarter FY08
SuR CDRR	Fourth Quarter FY08
Processing Station & CP CDRR	Fourth Quarter FY08
Orbit CDR	Second Quarter FY09
Fire Control System Ground TRR	Fourth Quarter FY10
SuR System Ground TRR	Fourth Quarter FY10
Orbit #1 Elevated Test Complete	First Quarter FY11
Production Readiness Review	First Quarter FY11
Orbit #2 Elevated Test Complete	Second Quarter FY11
Elevated Test Report	Second Quarter FY11
Limited User Test (LUT) TRR	Second Quarter FY11
Processing Station SW (TBM, SMTI, LCR) Build 4 Demo	Third Quarter FY11
Log Demo	First Quarter FY12
Product Qualification Test (PQT) Complete/DD250	Second Quarter FY12

c. Paragraph F-6, DD 250 (Applicable to SubCLIN 0017AA and 0019AA, if exercised), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL B016. This process will verify compliance to the system specification.

3. SECTION G – CONTRACT ADMINISTRATION DATA.

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

CLINS 0017:

ACRN:	KM
CUMULATIVE AMOUNT:	\$189,293,000
ACCT CLASS:	21 7 2040 5L 5L68 P17419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M
ORDER NO:	4M7J730000-02 FUNDED AMT \$144,293,000 (P00132)

00|215

b. The contractor shall invoice by ACRN as specified in the CLIN/ACRN structure in Section B of the contract. The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher (or as specified herein).

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

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding,			1,428,196,312
Including Fee:	\$1,294,063,312	\$ (144,293,000)	\$ 1,149,770,312
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 134,733,000	\$ 144,293,000	\$ 279,026,000
(5) Net Amount Required for Full Funding	\$1,294,063,312	\$ (144,293,000)	\$ 1,149,770,312
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 SEP 2007		

* These figures take into consideration the negotiated total value of SubCLIN 0017AA.

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

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

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

<u>OPTION</u>	<u>DATE</u>
SUBCLIN 0019AA	NLT 01 SEP 2010

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

(1) Paragraph c. is changed as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$279,026,000 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder.

001216

H-19 Incentive Fee Structure and Payment for CLIN 0017, System Development and Demonstration (SDD)

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,428,796,312 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)
(c)(1)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to \$117,036,703.

(b)(4)

(2) The maximum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED].

(3) The minimum fee payable under SubCLIN 0017AA [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED].

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.

(b)(4)
(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007.

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009.

(2) An additional schedule incentive fee pool of [REDACTED] (maximum) is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below:

(a) [REDACTED] the schedule fee pool, an amount of [REDACTED] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010.

(b) [REDACTED] the schedule fee pool, an amount of [REDACTED] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 November 2010.

001217

(c) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 October 2010. (b)(4)

(d) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 September 2010.

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 January 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used. (b)(4)

(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

H-20 Contractor Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The contractor and its subcontractors have provided document entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software". This document is incorporated into this contract as an attachment listed in section J. This Attachment is incorporated herein by reference as if fully set forth. This attachment identifies and provides information pertaining to certain technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. Proprietary source code will be delivered in accordance with a mutually agreed upon, no fee license. The Government has not investigated nor agreed to the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights as set forth in the Rights in Technical Data - Noncommercial Items (Nov 1995) clause (DFARS 252.227-7013), the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) clause (DFARS 252.227-7014), and the Validation clauses at DFARS 252.227-7019 and 252.227-7037. The contractor reserves the right to submit additional entries to the aforementioned attachment in accordance with the provisions of paragraphs (e)(3) of DFARS 252.227-7013 and 252.227-7014.

The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings on any technical data or computer software delivered under this contract. The contractor agrees that the Government has Unlimited Rights in any deliverable technical data or computer software not listed (or appropriately submitted for inclusion) in the attachment and that such data or software will not be subject to any restrictive markings or legends.

The contractor further agrees to update the Attachment prior to completion of the contract and account for any development accomplished exclusively or partially with Government funds. The contractor also certifies for itself and its subcontractors that all claims to Limited or Restricted Rights in the Attachment and updates are or will be based on items, components, or processes (ICP) or computer software "developed" "exclusively at private expense" as those terms are defined in DFARS 252.227-7013 and 252.227-7014.

001218

H-21 GFP Additional Information:

The government will provide a full battery of equipment for the Road March and 72 hour emplacement demonstration on an as required basis.

5. SECTION J – LIST OF ATTACHMENTS is changed to add the following as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work	30 Nov 06	37
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062	01 Dec 06	63
GFE/GFP/GFS List	13 Dec 06	10
Special Test Equipment/Tooling List	28 Nov 06	2
Indentification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software	07 Dec 06	7
JLENS System Performance Specification And Annex A (MIS-PRF-55628) - by reference	01 Nov 06	92
Revised Proposal for JLENS Spiral 2 SDD Volume 2, : Technical (U) – by reference	06 Nov 06	

(End of Summary of Changes)

001219

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000133	3. EFFECTIVE DATE 13 Feb 2007	4. REQUESTION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
4. ISSUED BY [REDACTED] NORTHVILLE, MI 48161	CODE W5113M	7. ADMINISTERED BY (Other than Item 6) DOMA RAYTHEON IS/APP/ENL/CRME MKT/PPW TREASURY MA/CRS		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 860 LOWELL STREET ANDOVER, MA 01810			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DA3900-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716			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>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:</p> <p>(a) By completing Item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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 43.163(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Changes Clause					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED]					
A. Due to a Standard Procurement by contract, the date shown in Block 10B of the SFSO may be inaccurate. The date should be 30 January 1998.					
B. The purpose of this modification is to update the Cage Code to reflect the move from Raytheon, Bedford, MA facility (Cage Code 04164) to Andover, MA facility (Cage Code 05716).					
C. Except as referenced above the terms and conditions of the original contract remain unchanged.					
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 [REDACTED]			16A. NAME AND TITLE OF CONTRACTOR [REDACTED]		
15B. CONTRACTOR'S ADDRESS [REDACTED]			16B. UNITED STATES OF AMERICA [REDACTED]		
15C. DATE SIGNED 9 Feb 07			16C. DATE SIGNED 13 Feb 07		BY [REDACTED]

EXCEPTION TO SF 30
APPROVED BY OIRM 11-34

30-105-04

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

001220

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this Modification P00133 is to change the Cage Code from:

Raytheon Company
180 Hartwell Road
Bedford, MA 01730
[REDACTED]

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

To:

Raytheon Company
350 Lowell Street
Andover, MA 01810
[REDACTED]

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

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00134	3. EFFECTIVE DATE 23 FEB 07	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED] US ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35897-3001	CODE W0113M	7. ADMINISTERED BY (If other than item 6) DCMARAYTHEM 80 APPLE HILL DRIVE M/S 12FR2 TEMPLE BELURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LONNELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DAB80-08-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1988	
CODE 05716		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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: FAR 43.103(a) Mutual Agmt, FAR 62.232-22, Limitation of Funds & "Changes" Clause				
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.) Modification Control Number [REDACTED] Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should read 30 January 1988. The purpose of this Modification P00134 is to create CLIN 0020 (JLENS SDD Systems Tests/Demonstrations) to support [REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)(b) Additional funding in the amount of \$28,342 is provided to support CLIN 0020AA. Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as herein first changed, remains unchanged and in full force and effect.				
15A. NAME AND ADDRESS OF CONTRACTOR (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED]	
15B. CONTRACT NUMBER		15C. DATE SIGNED	16B. SIGNATURE OF CONTRACTING OFFICER	16C. DATE SIGNED
[REDACTED]		27 MAR 07	[REDACTED]	28 MAR 07
(Signature of person making change)			(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

001236

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0020 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	JLENS SDD System Tests/Demonstrations CPFF To provide funding for JLENS Support to the [REDACTED] exercise for a NTE amount of \$28,342.00.00. Period of Performance is 23 February 2007 through 30 March 2007. FOB: Destination	1	LOT		\$28,342.00
NET AMT					\$28,342.00
ACRN KN					\$28,342.00
CIN: 00000000000000000000000000000000					

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

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$28,342.00.

SUBCLIN 0020AA:

Funding on SUBCLIN 0020AA is initiated as follows:

ACRN: KN

CIN: 00000000000000000000000000000000

Acctng Data:

AA97704001202187JT016060516600085848465126J667100F67100FSR:038037PSR:719264DSR:191356PRON

:FIAF1W7005G001

Increase: \$28,342.00

Total: \$28,342.00

(End of Summary of Changes)

--The following items are applicable to this modification:

SECTION C - DESCRIPTIONS AND SPECIFICATIONS
STATEMENT OF WORK

001237

Revised 23 February 2007

**Joint Land Attack Cruise Missile Defense
Elevated Netted Sensor Contractor
Support (b) (3) (A)**

The Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Product Office (PO) provides support to the (b) (3) (A) using the JLENS All-Software (AS) is executed at the (b) (3) (A) and allows for a parametric characterization of the air picture for use in the Operator-in-the-Loop (OITL) environment. The support will provide (b) (3) (A) simulation hardware and software, along with meeting, integration, and operational support.

The following defines the requirements for the contractor support to (b) (3) (A). This work supports the evaluation of advanced concepts for cruise missile defense, including integrated fire control (IFC), single integrated air picture (SIAP) (b) (3) (A).

The contractor shall provide and maintain the simulation hardware (workstations) and simulation software (b) (3) (A) during the one-week exercises, along with providing a single (b) (3) (A) operator. The contractor shall provide input of scenario specifics, and operation of the models and simulations during exercises and tests. The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this letter.

Travel required:

Feb/Mar 07 exercise - 1 trip, 1 week, 1 person

The Contractor shall maintain JLENS hardware and software currently installed at the (b) (3) (A) in support of this exercise during the one week exercise period. The Contractor shall prepare a trip report in contractor format for the exercise, describing JLENS participation and any issues encountered. Submission the trip report shall constitute formal completion of Raytheon's requirement for this effort. (b)(3)

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Statement of Work (SOW)

JOINT LAND ATTACK CRUISE MISSILE DEFENSE
ELEVATED NETTED SENSOR
CONTRACTOR SUPPORT

[Redacted]

(b)(3)(A)

1.0 OBJECTIVES

The Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Product Office (PO) provides support to the [Redacted] exercises using the JLENS All-Software [Redacted] is executed at the [Redacted] Warfare Center (VWC), and allows for a parametric characterization of the air picture for use in the Operator-in-the-Loop (OITL) environment. The contractor will operate and maintain existing [Redacted] hardware and software, during the [Redacted] one week exercise period.

(b)(3)(A)

2.0 SCOPE

2.1 This Statement of Work (SOW) defines the requirements for the contractor support to [Redacted] exercises. This work supports the evaluation of advanced concepts for cruise missile defense, including integrated fire control (IFC), single integrated air picture (SIAP) [Redacted]

(b)(3)(A)

2.2 The contractor shall operate and maintain the simulation hardware (workstations) and software [Redacted] during this one-week exercise, by providing a single [Redacted] operator in accordance with the requirements of paragraph 3.2 below. The contractor shall support scenario implementation and operation of the JLENS simulations during the one week exercise and test period

2.3 Period of Performance for this CLIN is 23 February 2007 through 30 March 2007.

3.0 PROGRAM MANAGEMENT

3.1 General

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW

3.2 Travel

Test exercise support at the [Redacted] Feb/Mar 07 exercise - 1 trip, 1 week, 1 person

(b)(3)(A)

3.3 Deliverables and Data Management

3.3.1 The Contractor shall operate and maintain JLENS hardware and software currently installed at the [Redacted] during the one week exercise period

3.3.2 The contractor level of effort during this CLIN shall be limited to those hours bid in Raytheon's [Redacted] dated 22 February 2007

(b)(3)(A)

3.3.3 The contractor shall prepare a trip report in contractor format for the exercise, describing JLENS participation and any issues encountered. Submission of this trip report constitutes formal completion of Raytheon's requirements under this CLIN