

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X				
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A015	2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE System Acceptance Study				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW para 5.1.7		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD			
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED F	9. FREQUENCY N/A	10. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION a. ADDRESSEE SFAE-MSLS-CMDS-PE-CM			
11. AS OF DATE N/A	12. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	b. COPIES					
16. REMARKS: Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments. Block 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Initial submittal shall be submitted 120 days after contract award. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.				15. TOTAL →	0	1	0
G. PREPARED BY [redacted]		H. DATE 29 Jul 2011	I. APPROVED BY [redacted]		J. DATE 29 Jul 2011		

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
INSERT
IN
SECT. B

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CONTRACT DATA REQUIREMENTS LIST
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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract P/R No. listed in Block 6.

A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/P/R NO.	F. CONTRACTOR	
1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE System Level SIL Study	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW para 5.1.8		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
9. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	
16. REMARKS: Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments. Block 9: Distribution F: further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Initial submittal shall be submitted 120 days after contract award. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.			14. DISTRIBUTION	
			a. ADDRESSEE SFAE-MSLS-CMDS-PE-CM	
		Draft		Final
		0	1	0
		15. TOTAL →		0 1 0
G. PREPARED BY [redacted]		H. DATE 29 Jul 2011	I. APPROVED BY [redacted]	
				J. DATE 29 Jul 2011

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A. CONTRACT LINE ITEM NO. I		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X		
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/P/R NO.		F. CONTRACTOR	
1. DATA ITEM NO. A017	2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE Document Reproduction		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW para 4.4		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION a. ADDRESSEE SFAE-MSLS-CMDS-PE-CM	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		
16. REMARKS: Block 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Submittal shall be submitted no later than 7 days after Government request. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.				b. COPIES	
				15. TOTAL →	
G. PREPARED BY [redacted]		H. DATE 18 Jul 2011	I. APPROVED BY [redacted]		J. DATE 18 Jul 2011

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
INSERT
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CONTRACT DATA REQUIREMENTS LIST
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Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for Contract/PR No. listed in block 6.

A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A018		2. TITLE OF DATA ITEM Presentation Material		3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373			5. CONTRACT REFERENCE SOW para 4.1.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DO 280 REQ LT	8. DISTR BY STATEMENT REQUIRED F	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION			
9. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	15. ADDRESS		COPIES		
16. REMARKS: Block 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blk 8,10,12&13: The contractor shall submit presented material within 7 days after meeting completion. The classified material shall be submitted separately from the unclassified material. The Government will provide approval/disapproval 5 days after receipt. The contractor shall resubmit corrected version 5 days after receipt of Government comments. Contractor format is acceptable. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.			SFAE MSLS CMDS PE CM		0	1	0
			15. TOTAL →		0	1	0
G. PREPARED BY			H. DATE 18 Jul 2011	I. APPROVED BY		J. DATE 18 Jul 2011	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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**DOCUMENT SUMMARY LIST
FOR THE
JLENS RISK REDUCTION PROGRAM**
(Joint Land-Attack-Cruise-Missile-Defense Elevated Netted Sensor System)

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

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

DEPARTMENT OF DEFENSE CONTRACT SPECIFICATION		1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)		CLASSIFIED CLEARANCE REQUIRED	
		SAFEGUARDING REQUIRED	
2. 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 W9113M-12-C-0005	<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> c. ORIGINAL (Complete date if not class.) Date (YYYYMMDD) 20111026	<input type="checkbox"/> d. REVISED (Supersedees of previous specs) Revision No. Date (YYYYMMDD)
<input type="checkbox"/> e. SOLICITATION OR OTHER NUMBER W9113M-12-R-0003	Due Date (YYYYMMDD) 17 Oct 2011	<input type="checkbox"/> f. FINAL (Complete item 5 if not class.)	Date (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes complete the following Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes complete the following In response to the contractor's request dated _____, retention of the classified 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 Andover, MA 01810-4400	b. CAGE CODE 05716	c. CONTRACT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service Andover Field Office 1 Tech Drive, Suite 330 Andover, MA 01810-2452	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. CONTRACT SECURITY OFFICES (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE			
a. LOCATION Same as Block 6a and secondary Test Sites as directed by JLENS Product Office	b. CAGE CODE	c. CONTRACT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT System Development and Demonstration (SDD) for the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Systems Product Office.			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMBINATION SECURITY (COMSEC) INFORMATION	YES NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY ON A GOVERNMENT ACTIVITY	YES NO
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., PLEASANT RIDGE, 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 A TEMPEST REQUIREMENT	
h. FOREIGN GOVERNMENT INFORMATION		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. 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 Block 13 Continuation Sheet		See Block 13 Continuation Sheet	

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DD Form 254, DEC 1999

Previous editions are obsolete

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13. PUBLIC RELEASE Are there any provisions restricting the release of information generated under this contract? (Check one)

(a) Yes

(b) No

Commander
 USAANICOM, Office of Public and Intergovernmental Affairs
 ATTN: AMSAM/PC
 Redstone Arsenal 35895

14. SECURITY GUIDANCE The security classification guidance necessary for the effort is provided below. If any changes are required, the contractor shall be notified in writing by the Government. The contractor shall ensure that all information generated under this contract is controlled in accordance with the security requirements of the contract.

15. ADDITIONAL SECURITY REQUIREMENTS The contractor shall ensure that all information generated under this contract is controlled in accordance with the security requirements of the contract.

16. INSPECTIONS The contractor shall ensure that all information generated under this contract is controlled in accordance with the security requirements of the contract.

17. 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.

Typed Name of Official: [Redacted]

Signature: [Redacted]

Official Title: **ITENS Program Security Officer**
CMS Project Office - P&I Mission and Space

Address: [Redacted]

Agency: **CNDS Project Office**
 ATTN: SFAE-MSLS/CNDS-ILN-SU
 Bldg 5306, Room 4030
 Redstone Arsenal, AL 35895-5000

18. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	1. [Redacted]
<input type="checkbox"/>	2. [Redacted]
<input checked="" type="checkbox"/>	3. [Redacted]
<input type="checkbox"/>	4. [Redacted]
<input checked="" type="checkbox"/>	5. [Redacted]
<input checked="" type="checkbox"/>	6. [Redacted]

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DD Form 254 (BACK), DEC 1999

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Contract # W9113M-12-C-0005

DD254

Continuation Sheet



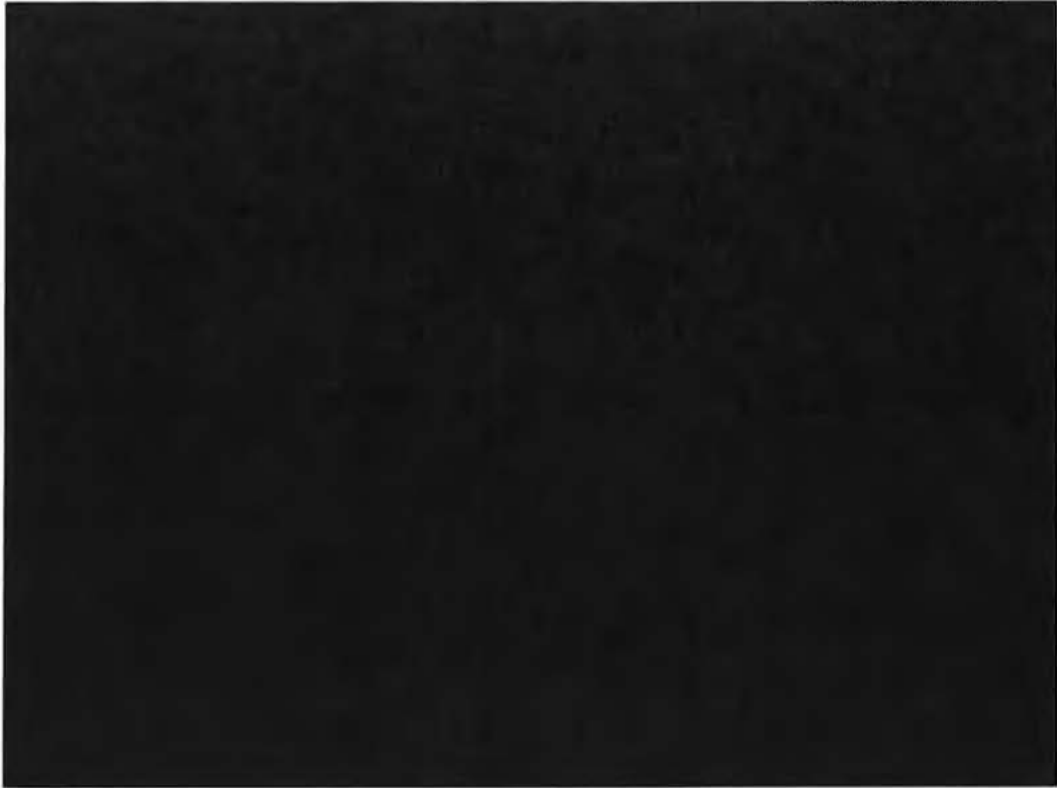
(b)(7) (E)

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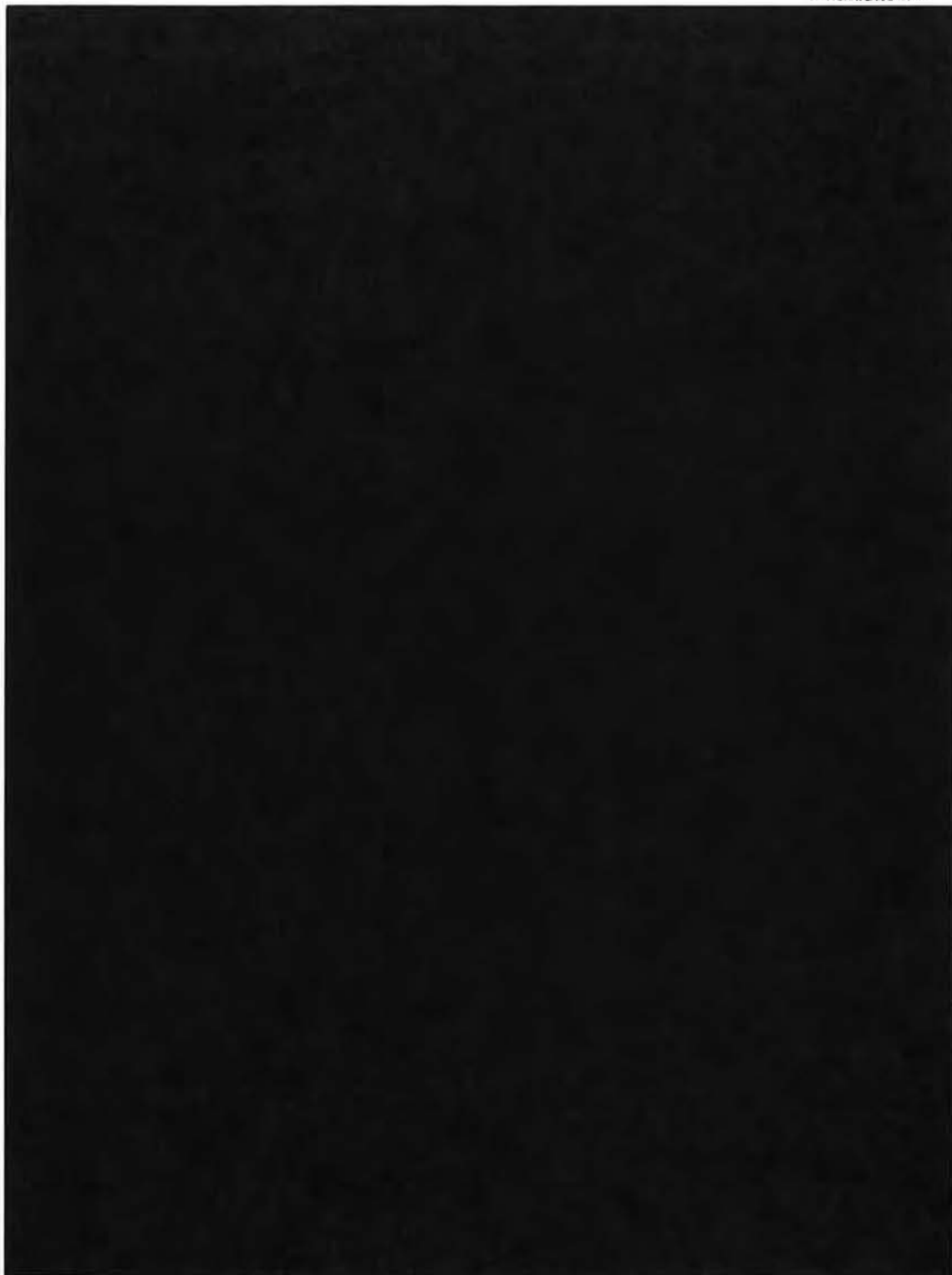
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JLENS Program Security Manager
Cruise Missile Defense System
Project Office



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SFAE-MSLS-CMDS-JLN

SUBJECT: [REDACTED] (b) (7)(E) [REDACTED] [REDACTED]

4. The Security POC for this request is (b) (6) [REDACTED] telephone number (b) (6) [REDACTED]
e-mail: (b) (6) [REDACTED]

(b) (6) [REDACTED]

Encls

- 1. COSR
- 2. DDF-254 (plus encls)
- 3. SOW

Project Manager
CMDS Project Office

(b) (6) [REDACTED]

CONCUR/NON-CONCUR.
for

SEC CELL

CONCUR/NON-CONCUR. (b) (6) [REDACTED]

INTELLIGENCE & SECURITY

(b) (6) [REDACTED]

APPROVE/DISAPPROV [REDACTED]

IR. ARMY CONTRACTING

000070

CONTRACTING OFFICER STATEMENT OF RESPONSIBILITY (COSR)

CONTRACTING OFFICER'S NAME: [REDACTED] (b) (6)
CONTRACTING OFFICER'S OFFICE SYMBOL: SMDG-RDC-BB (b) (6)
CONTRACTING OFFICER'S TELEPHONE NUMBER: [REDACTED] (b) (6)
PROGRAM NAME: Joint Land Attack Cruise Missile Defense Elevated Netted Sensor Systems (JLENS) Risk Reduction Program (RRP) Study Phase (b) (6)
PROGRAM OFFICE POINT OF CONTACT: [REDACTED] (b) (6)
PROGRAM OFFICE POC TELEPHONE NUMBER: [REDACTED] (b) (6)
CONTRACT NUMBER: W9113M-12-C-0005

The above named contracting officer acknowledges that subject program is a Secure Environment Contract (SEC) requirement being performed outside the AMCOM Acquisition Center's SEC Cell. If at any time the contracting officer is unable to obtain full and complete information from the program office necessary to perform the contractual action, he/she will contact Chief of the SEC Cell (CCAM-OS-S), [REDACTED] for assistance and resolution. (b) (6)

I, [REDACTED] Contracting Officer for above named program, have read the Statement of Work (SOW), the DD Form 254, and the corresponding Exception Memorandum (Attachment 5) in support of said program. Based on my review of this documentation, I hereby determine that I can perform my duties as a contracting officer (to include pre-solicitation, solicitation, negotiation, contract award, and contract administration) without the need for access to classified information that may be provided to the contractor or otherwise utilized during contract performance as described in the DD Form 254. (b) (6)

I agree that the resulting contractual activity associated with this program will be under the cognizance of the Chief, SEC Cell, as a result of the approval of the enclosed Exception Memorandum. Upon request, I will provide the contract file to the Chief, SEC Cell, for a compliance review.

Upon contract award, I will provide a completed copy of the DD Form 254 to Army Contracting Command-RSA, ATTN: Chief, SEC Cell, CCAM-OS-S, Bldg. 7109, Redstone Arsenal, AL 35898-5000, telephone [REDACTED] facsimile [REDACTED]. I will also ensure that a copy of the DD Form 254 is mailed to Technology Management Office, ATTN: DACS-DMP, Contracts Officer, 200 Army Pentagon, Room 1D711, Washington, DC 20310-0200, as required by AR 715-30 (U), Secure Environment Contracting. (b) (6)

If I am reassigned, promoted, retire, or otherwise leave above stated program/contract for any reason, it is my responsibility to immediately notify Chief, SEC Cell, and provide contact information for newly assigned contracting personnel.

TYPED/PRINTED NAME [REDACTED] (b) (6)
SIGNATURE [REDACTED] DATE 11/7/11
Contracting Officer

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. PZ0001	3. EFFECTIVE DATE 28 SEP 12	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDG/ARSTRAT SMDG-RDC PO BOX 1500 HUNTSVILLE AL 35807-3601	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MS T8FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005	
			X 10B. DATED (SEE ITEM 13) 09-Nov-2011	
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 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: 10 U.S.C. 2304(c)(1) and FAR 6.302-1				
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] See Continuation Page.				
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 CONTRACTOR (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]		[REDACTED]		
15C. DATE SIGNED		16B. (Signature of Contracting Officer)		16C. DATE SIGNED
9/28/12		[REDACTED]		28 Sep 12

(b)(6)

(b)(6)

000072

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

PURPOSE

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

(b)(4)

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

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

The following have been deleted:

A01 LETTER CONTRACT OCT 2001

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by [REDACTED] from [REDACTED] to [REDACTED].
 The pricing detail quantity [REDACTED] 00 has been added.
 The fixed fee has increased by [REDACTED] from [REDACTED] to [REDACTED].
 The cost constraint NTE has been deleted.
 The total cost of this line item has decreased by \$1,016,094.00 from \$9,495,200.00 to \$8,479,106.00.

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

SUBCLIN 000105

The CLIN description Funding for CLIN 0001 has been added.

SUBCLIN 000106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	Funding for CLIN 0001				\$0.00
	CPFF				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB				\$1,570,930.00
	CIN: GFEB001017819300004				

The following have been modified:

000073

LEVEL OF EFFORT:

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

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support, CLINs 0001/0002	[REDACTED] (b)(4)

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000106:

Funding on SUBCLIN 000106 is initiated as follows:

ACRN: AB

CIN: GFEBS001017819300004

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$1,570,930.00

Total: \$1,570,930.00

Cost Code: A5XFJ

The following have been added by reference:

52.215-16 Facilities Capital Cost of Money JUN 2003

000074-



252.204-7006 Billing Instructions

OCT 2005

The following have been modified:

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

CLINs 0001/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$8,479,106
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	
(4) Total Amount Allotted and Obligated:	\$8,479,106
(5) Net Amount Required for Full Funding:	\$ 0

The following have been deleted:

G01A Invoicing Instructions

JAN 2010

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

DATA SHARING

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

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

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

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

The following have been deleted:

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

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

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**Document Summary List
(Added per Modification PZ0001)**

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

(End of Summary of Changes)

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



JLENS Risk Reduction Program Study Phase Statement Of Work

5 September 2012
Revision 01

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

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1.0 INTRODUCTION

1.1 Objectives

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

1.2 Scope

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

[REDACTED] (b)(3)

[REDACTED] (b)(3)

[REDACTED] Subcontractors and suppliers will also be (b)(3)

qualified by the contractor to minimize risks and improve product affordability for LRIP. [REDACTED] (b)(3)

[REDACTED] (b)(3)

2.0 APPLICABLE DOCUMENTS

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

3.0 REQUIREMENTS

3.1 Study Phase

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

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

The specific studies to be pursued are:

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

(b)(3)

The contractor shall:

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

4.0 INTEGRATED PROGRAM MANAGEMENT

4.1 Integrated Cost, Schedule and Technical Performance Management

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

4.1.1 Program Reviews - Contractor/Government

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

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

4.2 Contract Work Breakdown Structure

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

4.3 Cost Reporting

4.3.1 Integrated Program Management Reporting

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

4.4 Data Management

The contractor shall implement the data management process from the JLENS SDD Contract DASG60-98-C-0001 that shall reproduce, catalog, store, and deliver data items. The contractor shall make available technical and programmatic data as requested by the Government. [REDACTED]

(b)(3)

[REDACTED] The contractor shall use the Government unclassified [REDACTED] Portal for delivery of unclassified data. The contractor shall notify the Government Point of Contact (POC) designated on the corresponding CDRL via email when data is posted to the classified repository and the unclassified [REDACTED]. The contractor shall include the filename and path to the posted data in the email. (b)(3)

(b)(3)

The Government POC designated on the corresponding CDRL will provide notification of CDRL receipt to the contractor via email. The contractor shall deliver data that is usable on personal computers using Microsoft Windows Operating System, Microsoft Office Application Programs and other common application programs and formats such as Adobe Portable Document Format (PDF) and Extensible Markup Language (XML) files. Data not appropriate for access via Microsoft Windows applications, such as software, shall be delivered in its native format via compact disc (CD) or digital versatile disk (DVD). The contractor shall ensure electronic deliveries are free from viruses. The contractor shall provide a Data Accession List IAW DI-MGMT-81453 (CDRL A007) to the Government. The contractor shall provide a copy of data generated under this contract IAW DI-MISC-80508 (CDRL A017) at the cost of reproduction only.

4.5 Risk Management

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

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

4.6 Contractor Manpower Reporting

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

5.0 ENGINEERING

5.1 Study Phase

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

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

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

5.1.1 Affordability Improvements Study

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

5.1.2 Future JLENS [REDACTED] Obsolescence

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

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

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

5.1.3 Obsolescence Management Studies

The contractor shall prepare an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address areas affecting the LRIP program, including replacements for [REDACTED]

[REDACTED] The opportunity to eliminate either the Surveillance Radar System (SuS) Digital

(b)(3)

(b)(3)

(b)(3)

(b)(3)

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

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

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

5.1.4 ST/STE Study

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

5.1.5 CN Incorporation Study

A limited number of SDD hardware items

[REDACTED]

(b)(3)

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

[REDACTED]

(b)(3)

[REDACTED]

(b)(3)

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

5.1.6 Environmental Improvements Study

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

[REDACTED]

(b)(3)

[REDACTED]

(b)(3)

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

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

5.1.7 System Acceptance Study

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

5.1.8 System-Level SIL Study

Three contractor Prime Item SILs are being utilized for SDD: [REDACTED] (b)(3)

[REDACTED] The study shall [REDACTED] (b)(3)

[REDACTED] (b)(3)

[REDACTED] identify test equipment modifications and instrumentation requirements, and size the software to simulate [REDACTED] The study shall include a schedule of tasks in Microsoft Project IMS format, an estimate of cost to implement plan, and as applicable defined milestone event for transition to LRIP non-recurring effort. The contractor shall document the study IAW DI-80508 (CDRL A016). (b)(3)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A	C. CATEGORY TDF TM OTHER X		
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Manhour Estimate, Technical Cost Proposal		3. SUBTITLE Implementation Phase Detailed Cost Estimates		
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81116		5. CONTRACT REFERENCE SOW para 3.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD	
7. DD FORM REQ LT	8. DIST STATEMENT REQUIRED F	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	b. COPIES	
16. REMARKS: Block 9: Distribution F; Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000. WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 10, 12, & 13: Submit on 16 October 2012. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 7.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.				a. ADDRESSEE	
				SFAE-MSLS-CMDS-PE-CM	
15. TOTAL →				0 1 0	
9. PREPARED BY [redacted]		10. DATE 12 Sep 12		11. APPROVED BY [redacted]	
				12. DATE 12 Sep 12	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

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NO. LINE ITEM 17 DATE 12 Sep 12

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for the collection of information is estimated to average 1 1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send comments form to the Government Issuing/Collecting Office for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO I		B. EXHIBIT A		C. CATEGORY TOP TM OTHER X															
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon														
1. DATA ITEM NO A002		2. TITLE OF DATA ITEM Performance and Cost Report		3. SUBTITLE Monthly Cost Reports															
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80912			5. CONTRACT REFERENCE SOW para 4.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD														
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION															
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	<table border="1"> <tr> <th colspan="3">COPIES</th> </tr> <tr> <th rowspan="2">ADDRESSEE</th> <th colspan="2">Final</th> </tr> <tr> <th>Draft</th> <th>Reg. / Impro</th> </tr> <tr> <td>SFAE-MSLS-CMDS-PE-CM</td> <td>0</td> <td>1 0</td> </tr> <tr> <td>15. TOTAL →</td> <td>0</td> <td>1 0</td> </tr> </table>		COPIES			ADDRESSEE	Final		Draft	Reg. / Impro	SFAE-MSLS-CMDS-PE-CM	0	1 0	15. TOTAL →	0	1 0
COPIES																			
ADDRESSEE	Final																		
	Draft	Reg. / Impro																	
SFAE-MSLS-CMDS-PE-CM	0	1 0																	
15. TOTAL →	0	1 0																	
<p>16. REMARKS:</p> <p>Block 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000.</p> <p>WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.</p> <p>Blocks 12-13: Initial submittal shall be on the 15th of the month following 30 days after contract award. Subsequent submissions shall be on the 15th of the month until contract end.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.</p>																			
G. PREPARED BY [redacted]		H. DATE 12 Sep 12		I. APPROVED BY [redacted]															
				J. DATE 12 Sep 12															

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 170 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send comments to the Government Printing Office for Distribution No. 0704-0188.

A. CONTRACT LINE ITEM NO. I			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X		
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Records of Meeting/Minutes Report			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505			5. CONTRACT REFERENCE SOW para 4.1.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DD FORM REQUIRED LT	8. DIST STATEMENT REQUIRED F	9. FREQUENCY SEE BLOCK 16	10. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION		c. COPIES	
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	Draft	Final	
16. REMARKS:				SFAE-MSLSCMDS-PE-CM	0	1	0
<p>Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, A1 35898-5000, 24 March 2000</p> <p>WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.</p> <p>Blk 8, 10, 12 & 13: The contractor shall submit minutes of meetings, attendees, and action items within 7 days after meeting. The minutes shall include action items (contractor and government), the person responsible, and required completion date. The classified material shall be submitted separately from the unclassified material. The Government will provide approval/disapproval 10 days after receipt. The contractor shall resubmit corrected version 10 days after receipt of Government comments.</p> <p>The contractor shall submit completed action item report within 10 days after completion of all action items. The Government will provide approval/disapproval 5 days after receipt. The contractor shall resubmit corrected version 5 days after receipt of Government comments.</p> <p>Contractor format is acceptable.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.1. Notify JLENS Product Office Data Management (OPR) at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.</p>							
				15. TOTAL →	0	1	0
G. PREPARED BY [REDACTED]			12 Sep 12		I. APPROVED BY [REDACTED]		J. DATE 12 Sep 12

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Commerce, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Avenue, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503. Please do not return your form if this collection of information is not required for the Government. Use the Contractor's Office of Contracting Officer's Representative (COR) as the point of contact.

A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY TDP TM OTHER X			
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Contractor Work Breakdown Structure				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81334D			5. CONTRACT REFERENCE SOW para 4.2		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		
8. AFF CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		9. ADDRESSEE	5. COPIES		
16. REMARKS: Blk 8. The Government will provide approval/dissapproval fifteen days after receipt. The contractor shall resubmit corrected version fifteen days after receipt of Government comments. Block 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25 Blocks 12, 13: The contractor shall provide the first submission 30 days after definitization, not 60 DAC as called out in the DHD. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item (AW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format Contractor format is acceptable.				SFAE-MSLS-CMDS-PE-CM	0	1	0
				15. TOTAL →	0	1	0
G. PREPARED BY [redacted]		H. DATE 12 Sep 12		I. APPROVED BY [redacted]		J. DATE 12 Sep 12	

17. PRICE/SPECIFIC
18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please do not return your form to either of these addresses. Send completed forms to the Government Issuing Controlling Office for Contractors as listed in Block E.

A. CONTRACT LINE ITEM NO I		B. EXHIBIT A	C. CATEGORY TDP TM OTHER X	
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/PR NO W9113M-12-C-0005		F. CONTRACTOR Raytheon
1. DATA ITEM NO A005	2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE CWBS Change Justifications	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW para 4.2		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED F	9. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION a. ADDRESSEE SFAE-MSLS-CMDS-PE-CM
8. APP CODE A		11. AU OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	
16. REMARKS: Block 8: The Government will provide approval/disapproval ten days after receipt. The contractor shall resubmit corrected version ten days after receipt of Government comments. Block 9: Distribution F. Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AI 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Initial and subsequent submittals shall be submitted as required to keep CWBS current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management (OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.				
15. TOTAL →				
		0	1	0

1. PRICE GROUP

16. ESTIMATED TOTAL PRICE
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G. PREPARED BY [redacted]	H. DATE 12 Sep 12	I. APPROVED BY [redacted]	J. DATE 12 Sep 12
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

PURCHASING DESIGNS FOR THE COLLECTION OF INFORMATION OR ESTIMATES TO AVERAGE 150 HOURS PER RESPONSE INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. READ CONTRACTS REGARDING DDC BUDGET ESTIMATES OR ANY OTHER ASPECT OF THIS COLLECTION OF INFORMATION INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO THE DEPARTMENT OF DEFENSE, WASHINGTON HEADQUARTERS SERVICES, DIRECTORATE FOR INFORMATION OPERATIONS AND REPORTS, 1215 JEFFERSON DAVISVILLE HIGHWAY, SUITE 1304, ARLINGTON, VA 22202-4302, AND TO THE OFFICE OF MANAGEMENT AND BUDGET, INFORMATION REDUCTION PROJECT (0704-0188), WASHINGTON, DC 20503. PLEASE DO NOT RETURN YOUR WORK TO EITHER OF THESE ADDRESSES. SEND COMMENTS ONLY TO THE GOVERNMENT HEADQUARTERS COLLECTING OFFICE IN COMPLIANCE WITH 5 U.S.C. 552(a)(3).

A. CONTRACT LINE ITEM NO 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X		
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon	
1. DATA ITEM NO A006	2. TITLE OF DATA ITEM Contract Funds Status Report			3. SUBTITLE CFSR		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468			5. CONTRACT REFERENCE SOW para 4.3.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED F	9. FREQUENCY N/A	10. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	b. COPIES		
16. REMARKS: Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AI, 35898-5000, 24 March 2000. WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12, 13: Initial submission shall be 20 calendar days after the close of the first full accounting month after contract award. Subsequent submission shall be 20 calendar days after the close of each accounting month through the period of performance. Columns 2-10 of Blocks 12, 13, and 14 shall be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at Level 1. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Center or transmittal must be signed electronically. Electronic data transmission shall be in XML transfer file format which is compatible with wlnsight. Contractor format is acceptable.				a. ADDRESSEE SFAE-MSLS-CMDS-PE-CM	Draft	Final
					0	1
15. TOTAL →				0	1	0
G. PREPARED BY [redacted]		H. DATE 12 Sep 12		I. APPROVED BY [redacted]		
				J. DATE 12 Sep 12		

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
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IN
SECT. B

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
CMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Acquisition/Procurement Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your copy of this address. Send completed form to the Government (Paperwork Reduction Project) Contracting Office for Contract PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM Data Accession List			3. SUBTITLE DAL		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81453A			5. CONTRACT REFERENCE SOW para 4.4		8. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION			
8. AFP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	b. COPIES	Final	Req	Repe
16. REMARKS:				SFAE-MSLS-CMDS-PE-CM	0	1	0
<p>Block 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-3000, 24 March 2000</p> <p>WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.</p> <p>Blocks 12, 13: Initial submission shall be 20 calendar days after the end of the first full month after contract award. Subsequent submission as required.</p> <p>Block 14 Electronic delivery of this data item (AW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format.</p> <p>Contractor format is acceptable.</p>				15. TOTAL →	0	1	0
G. PREPARED BY [redacted]		H. DATE 12 Sep 12		I. APPROVED BY [redacted]		J. DATE 12 Sep 12	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
INSERT
IN
SECT. B

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government, issuing Contract Line Item or Contract PR No. identified in block 1.

A. CONTRACT LINE ITEM NO I		B. EXHIBIT A	C. CATEGORY TDP TM OTHER X	
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO. W9113M-12-C-0005	F. CONTRACTOR Raytheon
1. DATA ITEM NO A009	2. TITLE OF DATA ITEM Implementation Plan		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81737		5. CONTRACT REFERENCE SOW paras 5.1		8. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD
7. DD FORM REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	
16. REMARKS: Block 8: The Government will provide approval/disapproval within 30 days after receipt. If disapproved, the contractor shall resubmit corrected version 30 days after receipt of Government comments. Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-3000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 10, 12, 13: Initial submissions shall be submitted on 26 October 2012. Subsequent submissions shall be submitted as required to remain current with program. Block 14: Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.			14. DISTRIBUTION	
			a. ADDRESSEE SFAE-MSLS-CMDS-PE-CM	b. COPIES
			Draft	Final
			Reg	Repr
			0	1
			0	0
15. TOTAL →			0	1
			0	0
G. PREPARED BY [redacted]		DATE 12 Sep 12	APPROVED BY [redacted]	
			J. DATE 12 Sep 12	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. I		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER X										
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon									
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE Affordability Improvement Study										
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW para 5.1.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD									
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED? F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16										
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16										
14. DISTRIBUTION		15. ADDRESSES											
		<table border="1"> <tr> <th colspan="3">COPIES</th> </tr> <tr> <th>Draft</th> <th>Rep</th> <th>Repro</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			COPIES			Draft	Rep	Repro			
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16. REMARKS:		<table border="1"> <tr> <td>SFAE-MSLS-CMDS-PE-CM</td> <td>0</td> <td>1</td> <td>0</td> </tr> <tr> <td>15. TOTAL →</td> <td>0</td> <td>1</td> <td>0</td> </tr> </table>			SFAE-MSLS-CMDS-PE-CM	0	1	0	15. TOTAL →	0	1	0	
SFAE-MSLS-CMDS-PE-CM	0	1	0										
15. TOTAL →	0	1	0										
<p>Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments.</p> <p>Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000</p> <p>WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.</p> <p>Blocks 12 & 13: Initial submittal shall be submitted on 19 September 2012. Subsequent submittals shall be submitted as required to remain current with program.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MSOffice or PDF format.</p> <p>Contractor format is acceptable.</p>													
G. PREPARED BY [REDACTED]		DATE 12 Sep 12	H. APPROVED BY [REDACTED]										
		DATE 12 Sep 12											

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
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SECT. B

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A	C. CATEGORY JDP TM OTHER X	
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/P/R NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE Obsolescence Management Studies	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW para 5.1.2, 5.1.3		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION a. ADDRESSEE SFAE-MSLS-CMDS-PE-CM
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	
16. REMARKS: Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments. Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., See 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Paragraph 5.1.2 Exercise Obsolescence Study shall be submitted on 24 August 2012. Paragraph 5.1.3 Obsolescence Management Study shall be submitted on 19 September 2012. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.1. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.				b. COPIES Draft Final Reg Rep
		15. TOTAL →		0 1 0
G. PREPARED BY [REDACTED]		H. DATE 12 Sep 12	I. APPROVED BY [REDACTED]	
				J. DATE 12 Sep 12

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO 1				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X					
D. SYSTEM/ITEM JLENS Risk Reduction Program				E. CONTRACT/PR NO W9113M-12-C-0005		F. CONTRACTOR Raytheon					
1. DATA ITEM NO A012		2. TITLE OF DATA ITEM Special Equipment Tools and Test Equipment List				3. SUBTITLE STE/ST					
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80868				5. CONTRACT REFERENCE SOW para 5.1.4		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD					
7. DD FORM REQ LT		8. DIST STATEMENT REQUIRED F		10. FREQUENCY N/A		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION			
5. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		b. COPIES			
16. REMARKS: Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000. WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., See 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Initial submittal shall be submitted on 24 August 2012. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.1. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.						SFAE-MSLS-CMDS-PE-CM		0	1	0	
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G. PREPARED BY [REDACTED]				H. DATE 12 Sep 12		I. APPROVED BY [REDACTED]		J. DATE 12 Sep 12			

17. PRICE GROUP

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188	
<small>Please reporting under this information to the contractor's address to provide 10 copies per response, including the work for reviewing documents, including working data sheets, sketches, and drawings, the data needed, and compiling and reviewing the collection of information. Do not contract for this data item or any other aspect of the collection of information, including preparation for release, but obtain the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503. Do NOT RETURN your form to either of these addresses. Send completed form to the Acquisition Issues Contracting Officer for Contract/PR No. listed in Block E.</small>											
A. CONTRACT LINE ITEM NO 1			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X						
D. SYSTEM/ITEM JL.ENS Risk Reduction Program				E. CONTRACT/PR NO W9113M-12-C-0005			F. CONTRACTOR Raytheon				
1. DATA ITEM NO A013		2. TITLE OF DATA ITEM Scientific and Technical Reports Summary				3. SUBTITLE Change Notices (& Unincorporated Changes) List					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048				5. CONTRACT REFERENCE SOW para 5.1.5			6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD				
7. (U) (S) REQ LT		9. OIST STATEMENT REQUIRED F		10. FREQUENCY N/A		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		15. ADDRESSEE SFAE-MSLS-CMDS-PE-CM		b. COPIES			
								Draft		Final	
								Reg		Repro	
16. REMARKS:											
<p>Block 9: Distribution F. Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM Redstone Arsenal, AL 35898-5000, 24 March 2000</p> <p>WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 30, U.S.C., app 240i et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.</p> <p>Blocks 12 & 13: Initial submittal shall be submitted on 26 October 2012. Subsequent submittals shall be submitted as required to remain current with program.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JL.ENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format.</p> <p>Contractor format is acceptable.</p>											
						15. TOTAL → 0 1 0					
G. PREPARED BY [REDACTED]				H. DATE 12 Sep 12		I. APPROVED BY [REDACTED]				J. DATE 12 Sep 12	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 100 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for Contract PR No. listed in block 5.

A. CONTRACT LINE ITEM NO 1	B. EXHIBIT A	C. CATEGORY TDP TM OTHER X
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D. SYSTEM/ITEM JLENS Risk Reduction Program	E. CONTRACT/PR NO. W9113M-12-C-0005	F. CONTRACTOR Raytheon
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1. DATA ITEM NO A014	2. TITLE OF DATA ITEM Technical Report - Study/Services	3. SUBTITLE Environmental Improvement Study
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B	5. CONTRACT REFERENCE SOW para 5.1.6	6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD
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7. DOD 250 REQ LT	8. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION
9. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	15. ADDRESSEE	

17. PRICE GROUP

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16. REMARKS:	SFAE-MSLS-CMDS-PE-CM	0	1	0
<p>Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments.</p> <p>Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000.</p> <p>WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C. app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.</p> <p>Blocks 12 & 13: Initial submittal shall be submitted on 24 August 2012. Subsequent submittals shall be submitted as required to remain current with program.</p> <p>Block 14: Electronic delivery of this data item IAW the SOW paragraph J.1. Notify JLENS Product Office, Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.</p>				

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15. TOTAL →	0	1	0
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G. PREPARED BY [REDACTED]	H. DATE 12 Sep 12	I. APPROVED BY [REDACTED]	J. DATE 12 Sep 12
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Activity Contracting Officer for Contract PR No. listed in Block E.

A. CONTRACT LINE ITEM NO I			B. EXHIBIT A		C. CATEGORY TDP TM OTHER X		
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO W9113M-12-C-0005		F. CONTRACTOR Raytheon		
1. DATA ITEM NO A015	2. TITLE OF DATA ITEM Technical Report - Study/Services				3. SUBTITLE System Acceptance Study		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B			5. CONTRACT REFERENCE SOW para 5.1.7		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DD 250 REC LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	b. COPIES			
				Draft	Final	Rep	Repro
16. REMARKS:			SFAE-MSLS-CMDS-PE-CM	0	1	0	
<p>Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments.</p> <p>Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AT 35898-5000, 24 March 2000.</p> <p>WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.</p> <p>Blocks 12 & 13: Initial submittal shall be submitted on 19 September 2012. Subsequent submittals shall be submitted as required to remain current with program.</p> <p>Block 14: Electronic delivery of this data item (AW the SOW paragraph 1.4). Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format.</p> <p>Contractor format is acceptable.</p>							
			15. TOTAL →	0	1	0	
G. PREPARED BY [REDACTED]		H. DATE 12 Sep 12		I. APPROVED BY [REDACTED]		J. DATE 12 Sep 12	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO 1		B. EXHIBIT A		C. CATEGORY TDP TM OTHER X		
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO W9113M-12-C-0005		F. CONTRACTOR Raytheon	
1. DATA ITEM NO A017	2. TITLE OF DATA ITEM Technical Report - Study/Services			3. SUBTITLE Document Reproduction		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B			5. CONTRACT REFERENCE SOW para 4.4		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION		
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	3. ADDRESSEE	b. COPIES		
16. REMARKS: Block 9: Distribution F; Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL, 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., See 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Submittal shall be submitted no later than 7 days after Government request. Subsequent submittals shall be submitted as required to remain current with program. Block 14: Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.			Draft	Final	Repro	
			SFAE-MSLS-CMDS-PE-CM	0	1	0
15. TOTAL →				0	1	0
G. PREPARED BY [REDACTED]		H. DATE 12 Sep 12		I. APPROVED BY [REDACTED]		J. DATE 12 Sep 12

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE
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A. CONTRACT LINE ITEM NO. 1			B. EXHIBIT A		C. CATEGORY TDP TM OTHER X						
D. SYSTEM/ITEM JLENS Risk Reduction Program				E. CONTRACT/PR NO. W9113M-12-C-0005		F. CONTRACTOR Raytheon					
1. DATA ITEM NO. A018		2. TITLE OF DATA ITEM Presentation Material				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373			5. CONTRACT REFERENCE SOW para 4.1.1			6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY SEE BLOCK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16					
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		14. DISTRIBUTION					
16. REMARKS: Block 9: Distribution F. Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000 WARNING - This document contains critical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et. seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blk 8,10,12&13 The contractor shall submit presented material within 7 days after meeting completion. The classified material shall be submitted separately from the unclassified material. The Government will provide approval/disapproval 5 days after receipt. The contractor shall resubmit corrected version 5 days after receipt of Government comments. Contractor format is acceptable. Block 14 Electronic delivery of this data item 1AW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.						a. ADDRESSEE		b. COPIES			
						SFAE-MSLS-CMDS-PE-CM		0 1 0			
						Draft		Final			
						Reg		Repr			
15. TOTAL →						0		1		0	
I. PREPARED BY		J. DATE		K. APPROVED BY		L. DATE					
[redacted]		12 Sep 12		[redacted]		12 Sep 12					

17. PRICE GROUP

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				U	1 3
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 19-Apr-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USAMIDCOMSTRAT ACC-RBA, BMD-C-CMSO CCAM-CAB-B PO BOX 1600 MUNTSVILLE AL 36027-2601		CODE WD113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHON 80 APPLE HILL DRIVE 686 T2FR2 TEMPLE HURY MA01876		CODE 62205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHON COMPANY 890 LONGLE ST ANDOVER MA 01810-4800				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. WD113M-12-C-0005	
				X 10B. DATED (SEE ITEM 13) 09-Nov-2011	
CODE 05710		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 references 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.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Mutual Agreement; FAR 43.103(a) and FAR 52.232-22 (Limitation of Funds)					
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]					
1. The purpose of this modification is to provide additional incremental funding for FY12 in the amount of \$1,984,776.00 which hereby increases the funds currently obligated to \$3,606,176.					
2. SubCLIN 000102 is hereby added and incrementally funded in the amount of \$1,984,776.00.					
3. Changed Contracting Activity Representative clause to add [REDACTED]					
4. Changed Limitation of Funds clause to add column titles for "Old Amt", "New Amt" and "Totals"					
5. See Summary of Changes					
6. The POC for this action is [REDACTED] and can be reached via [REDACTED]					
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 4/24/12			16C. DATE SIGNED 4/24/12		
15B. [REDACTED]			16B. [REDACTED]		
BY [REDACTED]			(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

000102

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The WSC Equipment code 000 has been added.

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funding for CLIN 0001 CPFF FOB: Destination				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: GFEB001015918700001				\$1,964,776.00

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: GFEB001015918700001

000103

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$1,964,776.00

Total: \$1,964,776.00

Cost Code: A5XFJ

The following have been modified:

CONTRACTING ACTIVITY REPRESENTATIVES:

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

(b)(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.

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

(End of Summary of Changes)

000104

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **U** PAGE OF PAGES: **1 | 3**

2. AMENDMENT/MODIFICATION NO.: **P00002** 3. EFFECTIVE DATE: **1 June 2012** 4. REQUISITION/PURCHASE REQ. NO.: 5. PROJECT NO. (if applicable):

6. ISSUED BY: **UNMINDC/PNSTRAT** CODE: **WB113M** 7. ADMINISTERED BY (if other than item 6): **DOMA RAYTHEON** CODE: **S2205A**
WB113M-12-C-0006
100 BOK WED
HUNTSVILLE AL 35897-8881
DOMA RAYTHEON
80 APPLEHILL DRIVE
WFO 12372
VERMONT MA 01895

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY**
300 LOWELL ST
ANDOVER MA 01910-4003
 9A. AMENDMENT OF SOLICITATION NO.:
 9B. DATED (SEE ITEM 11):
 X 10A. MOD. OF CONTRACT/ORDER NO.: **WB113M-12-C-0006**
 10B. DATED (SEE ITEM 13):
 X **09-Nov-2011**

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 this amendment; (b) By acknowledging receipt of this amendment on each copy of this 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. Any view 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).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 X D. OTHER (Specify type of modification and authority)
 Mutual Agreement: FAR 43.103(a) and FAR 52.232-22 (Limitations of Funds)
 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.)
 Modification Control Number: [REDACTED]
 1. The purpose of this modification is to provide additional incremental funding for FY 12 in the amount \$1,000,000, which hereby increases the funds obligated to \$4,806,176.
 2. SubCLIN 000103 is hereby added and incrementally funded in the amount of \$1,000,000.
 3. The POC for this action is [REDACTED] and he can be reached via email at [REDACTED]

(b)(6)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as here to be 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. CONTRACTING OFFICER: [REDACTED] 15C. DATE SIGNED: **5/30/12** 16B. UNITED STATES OF AMERICA: [REDACTED] 16C. DATE SIGNED: **1 June 2012**

(b)(6)

000105

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Funding for CLIN 0001 CPFF FOB: Destination				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: GFEB001017819300001				\$1,000,000.00

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AB

CIN: GFEB001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$1,000,000.00

Total: \$1,000,000.00

000106

Cost Code: A5XFJ

The following have been modified:

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

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

(End of Summary of Changes)

000 107

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	4
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 03-Aug-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY USASMD/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEVKSEBJRYMA 01875		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005	
			X	10B. DATED (SEE ITEM 13) 09-Nov-2011	
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) UNILATERAL: 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.) Modification Control Number: [REDACTED] 1. The purpose of this modification is to provide additional incremental funding for FY12 in the amount of \$800,000, which hereby increases the funds obligated to \$5,408,176. 2. SubCLIN 000104 is hereby added and incrementally funded in the amount of \$800,000. 3. Section G, Contracting Activity Representative, was updated to reflect changes in POC email address. 3. The POC for this action is [REDACTED]					
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: [REDACTED] EMAIL: [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 03-Aug-2012	

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

000108

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Funding for CLIN 0001 CPFF FOB: Destination				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: GFEB001017819300001				\$800,000.00

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AB

CIN: GFEB001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$800,000.00

000109

Total: \$800,000.00

Cost Code: A5XFJ

The following have been modified:

CONTRACTING ACTIVITY REPRESENTATIVES:

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

(b)(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.

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

SECTION I - CONTRACT CLAUSES

The following have been modified:

000110

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,408,176 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$5,408,176 dollars.

(End of clause)

(End of Summary of Changes)

000111

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 20-Aug-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDCA/STRAT SMDCA-RDC PO BOX 1500 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 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W9113M-12-C-0005
			X	10B. DATED (SEE ITEM 11) 09-Nov-2011
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 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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL: 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.) Modification Control Number: XXXXXXXXXX				
See continuation page.				
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: XXXXXXXXXX EMAIL: XXXXXXXXXX	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY: XXXXXXXXXX		22-Aug-2012
		(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

000112

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

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

(b)(6)

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105					\$0.00
	CPFF				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB				\$1,500,000.00
	CIN: GFEB001017819300001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000105:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

000113

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

SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AB

CIN: GFEB001017819300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$1,500,000.00

Total: \$1,500,000.00

Cost Code: A5XFJ

The following have been modified:

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

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

SECTION I - CONTRACT CLAUSES

The following have been modified:

000114

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$6,908,176 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$6,908,176 dollars.

(End of clause)

(End of Summary of Changes)

00015

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 20		
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-11-C-0054		3. EFFECTIVE DATE 01 Jul 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4M1J74050001			
5. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE BUILDING 4605, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35806-3563				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 3B2J2		FACILITY CODE					
11. SHIP TO/MARK FOR JLENS PROJECT OFFICE BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000		CODE W91EUJN	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$908,000.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	15 - 19
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	DESCRIPTION/ SPECS/ WORK STATEMENT		X	J	LIST OF ATTACHMENTS	20
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	6		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	7 - 10	L	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	11 - 14	M			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____			
19A. NAME AND TITLE OF SIGNER (Type or print)				including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED					
BY _____ (Signature of person authorized to sign)							

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Previous edition is usable

000001

STANDARD FORM 26 (REV. 4/2008)

Prescribed by GSA
FAR (48 CFR) 53.214(a)

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

LETTER CONTRACT

- a. This document constitutes a contract on the terms and conditions set forth herein and signifies the intention of the U.S. Army Space and Missile Defense Command/Army Forces Strategic Command (USASMDC/ARSTRAT) to execute a formal cost plus fixed fee type contract for the performance of the effort as set forth herein.
- b. In accordance with Federal Acquisition Regulation (FAR) Clause 52.216-23 entitled "Execution and Commencement of Work," you are directed to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the effort may be performed within the time specified in Section F hereof. You are reminded that, pending definitization, the maximum liability of the Government is as stated in FAR Clause 52.216-24, "Limitation of Government Liability," incorporated in full text in Section I herein.
- c. In accordance with Defense FAR Supplement (DFARS) 252.217-7027 entitled "Contract Definitization," you shall submit a cost plus fixed fee proposal for the effort covered by this document within thirty (30) days from the effective date of the letter contract. Your proposal should be supported by a cost breakdown reflecting the factors outlined in FAR 15.408, Table 15-2, "Instructions for Submitting Cost/Price Proposals when Cost or Pricing Data are Required," and such other information as may be specified herein. A Certificate of Current Cost or Pricing Data shall be submitted upon agreement on contract price.
- d. The definitive contract resulting from this undefinitized action shall not exceed \$908,000, inclusive of cost and fee. Funds currently obligated to the contract equate to \$454,000 which is fifty percent (50%) of the CLIN 0001 NTE value. Upon receipt of a qualifying proposal, the obligated amount may be increased to \$681,000 which is seventy-five percent (75%) of the CLIN 0001 NTE value.
- e. Please indicate your acceptance of the foregoing by signing the attached Standard Form 26 and returning it with all supporting documentation to the issuing office.
- f. This contract is entered into pursuant to 10 U.S.C. 2304(c)(1) and any required justification and approval has been executed.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	JLENS Stimulator Maintenance CPFF FOB: Destination PURCHASE REQUEST NUMBER: 4M1J74050001				
				ESTIMATED COST	TBD
				FIXED FEE	TBD
				TOTAL EST COST + FEE	<u>\$908,000.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 CPFF FOB: Destination				
				ESTIMATED COST	TBD
				FIXED FEE	TBD
				TOTAL EST COST + FEE	<u>\$454,000.00</u>
	ACRN AA CIN: 00000000000000000000000000000000				\$454,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0002	Contract Data Requirements List CPFF A001, A002, and A003 FOB: Destination				

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

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

<u>LABOR CATEGORY</u>	DIRECT PRODUCTIVE PERSON HOURS <u>LEVEL OF EFFORT</u>
Engineering and Support, CLINs 0001/0002	TBD

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

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE

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

[REDACTED]

(b)(6)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2011 TO 15-NOV-2011	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b) (6)
000101	N/A	N/A	N/A	N/A
0002	POP 01-JUL-2011 TO 15-NOV-2011	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b) (6)

CLAUSES INCORPORATED BY FULL TEXT

- a. CLINs 0001 and 0002 The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001 and 0002 within four and one-half (4 ½) months after the effective date of the letter contract.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J740500 S01021 4M1J740500/14MJLE/4M5
AMOUNT: \$454,000.00
CTN 00000000000000000000000000000000: \$454,000.00

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS

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

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

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

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

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

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

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

Contract/Task Order Data

Contractor CAGE Code: 3B2J2
Issue by DODAAC: W9113M
Admin by DODAAC: S0107A
Inspect by DODAAC: W91EUN
Accept by DODAAC: W91EUN
Ship to DODAAC: W91EUN
Payment by DODAAC: HQ0338

Email Points of Contact Listing

Inspector: [REDACTED] (b)(6)
 Acceptor: [REDACTED]
 Contracting Specialist: [REDACTED]
 Contracting Officer: [REDACTED] (b)(6)
 Contracting Officer's Technical Representative: [REDACTED]

d. Questions concerning payments shall be directed to the Defense Finance and Accounting Service (DFAS). The appropriate DFAS office is identified in the "PAYMENT WILL BE MADE BY" block on the contract award coversheet. Please have your contract and, if applicable, task order number ready when calling about payments. Payment and receipt information may be accessed using the DFAS web site MyInvoice. MyInvoice is a web-based application developed specifically for contractors/vendors and Government/ Military employees to obtain invoice status. It is an interactive web-based system, accessible 24/7. Users must allow pop-up messages within this system. Your contract and, if applicable, task order number or invoice number will be required to inquire about the status of your payment. For additional information, see the MyInvoice website at <https://myinvoice.csd.disa.mil/> or visit <http://www.dfas.mil/contractorpay/electroniccommerce/myinvoice.html>.

e. The contractor may submit requests for payment through WAWF not more often than once every 2 weeks

f. For Labor Hour and T&M contracts/task orders, payment requests for labor shall be based on the total labor hours/DPPH expended thereunder for the applicable billing period. These labor charges shall be derived by applying the total hours expended for each labor category multiplied by the applicable fixed-labor rates specified in the contract/task order. Labor charges for cost-reimbursement contracts/task orders shall be based on the total hours expended for each labor category multiplied by actual direct labor rates plus applicable indirect burdens and fee. Travel and ODC/material under T&M and Cost-Reimbursement type contracts/task orders shall be billed at actual costs. For each payment request, the contractor shall attach/upload into WAWF sufficient documentation as to how the billed amounts were derived/calculated.

g. For Firm-Fixed-Price contracts/task orders, payments on the total contract price (excluding any unexercised options) may be requested in equal monthly (or bi-weekly if a small business) amounts calculated over the life of the contract/task order unless alternative payment schedules (e.g., performance-based payments) are specified elsewhere in the contract, or if applicable, in individual task orders.

h. For each payment request, the contractor shall maintain sufficient documentation to substantiate the submitted charges. Such documentation shall include evidence of actual expenditures/payment such as individual daily job timecards, subcontractor/vendor invoices and payment receipts, or other substantiation specified by the Contracting Officer. Such data shall be maintained and readily available for audit purposes, but shall not be included with the WAWF submission. The contractor shall provide such documentation within 7 days of request by the Procuring Contracting Officer, Administrative Contracting Officer, or DCAA auditor.

i. The contractor shall ensure that each payment request submitted in WAWF denotes that the Contracting Officer and Contract Specialist will receive a copy of the payment request notice.

j. Except for FFP contracts/task orders, the contractor and each assignee under an assignment entered into under this contract or, if applicable, an individual task order and in effect at the time of final payment on this contract or, if applicable, an individual task order issued under this contract, shall execute and deliver, at the time of and as a condition precedent to, any final payment thereunder, a release discharging the Government, its officers, agents, and employees, of and from all liabilities, obligations, and claims arising out of, or under, the specific contract/task order. These closing documents shall be submitted with the final payment request.

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

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

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	SMDC-RDC-BB	SFAE-MSLS-CMDS-JLN	SFAE-MSLS-CMDS-JLN
TELEPHONE NUMBERS: COMMERCIAL:	[REDACTED]	[REDACTED]	[REDACTED]
DSN:	645-4056		
EMAIL:	[REDACTED]	[REDACTED]	[REDACTED]

(b)
(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.

CLINs 0001 and 0002:

- (1) Amount Required for Full Funding, Including Fee(s): TBD
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: TBD
- (3) Amount Separately Obligated for Payment of Fee: TBD
- (4) Total Amount Allotted and Obligated: \$454,000

(5) Net Amount Required for Full Funding:

TBD

Section H - Special Contract Requirements**PERFORMANCE OF RELATED EFFORT**

During the performance of this contract, the contractor, its subcontractors at any tier, and consultants are prohibited from analyzing, assessing, and/or making recommendations on any effort/documentation, hardware, software, or components which they produced in any capacity as a prime contractor, a subcontractor at any tier, or a consultant.

CLAUSES INCORPORATED BY FULL TEXT**PUBLIC RELEASE OF INFORMATION:**

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer Technical Representative (COTR) noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

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

(b)(6)

c. The COTR shall process the request in accordance with SMDC Form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

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

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

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

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

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

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) **DISTRIBUTION STATEMENT F** - Further dissemination only as directed by SMDC-IO-P or higher DOD authority.

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

(3) **DESTRUCTION NOTICE** - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

d. Peer-reviewed publications and student theses generated as a result of work performed under this contract requires a 90-day publication delay period. Peer-reviewed publications and student theses must be submitted to the Government technical representative for review and comment at least 90 days prior to the date of any proposed presentation.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
[REDACTED]	[REDACTED]	[REDACTED]

(b)(6)

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

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

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

a. **Workman's Compensation and Employers' Liability Insurance:** Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.

b. **General Liability Insurance:** Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. **Automobile Liability Insurance:** This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

MANPOWER REPORTING: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in

an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment of contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007

52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.217-7027	Contract Definitization	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data--Commercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011

252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$454,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$454,000 dollars.

(End of clause)

52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

(a) A cost plus fixed fee definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost plus fixed fee proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is 105 days from award of the letter contract.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

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

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

Submission of Proposal	30 days after award of letter contract
Begin Negotiations	75 days after award of letter contract
Contract Definitization	105 days after award of letter contract

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized

contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost/price ceiling in no event to exceed \$908,000, inclusive of cost and fee.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work, Revision 00, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance"	28 Mar 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	1
Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	01 May 09	
Identification and Assertion of use, Release, or Disclosure Restrictions (DFARS 252.227-7017)	RESERVED	
Technical Data or Computer Software Previously Delivered to the Government (DFARS 252-227-7028)	RESERVED	
Contractor's Representations and Certifications are hereby incorporated by reference		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. P20001	3. EFFECTIVE DATE 22-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. 4M1J74050001		5. PROJECT NO. (if applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO 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 35898-0001		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35808-3553			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-11-C-0054	
			X 10B. DATED (SEE ITEM 13) 01-Jul-2011	
CODE 3B2J2	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).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C. 2304(c)(1) and FAR 6.302-1; FAR 52.232-20, "Limitation of Cost"				
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] To defund Letter Contract W9113M-11-C-0054 and to provide incremental funding in the amount of \$199,793 to fully fund CLINs 0001/0002. (b)(6)				
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]			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15B. DATE SIGNED 9/22/11			15C. UNITED STATES OF AMERICA BY [REDACTED]	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
			16C. DATE SIGNED 27 Sep 11 (b)(6)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

000021

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$27,207.00 from \$908,000.00 to \$880,793.00.

The following have been deleted:

A01 LETTER CONTRACT OCT 2001

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by [REDACTED]
The fixed fee has increased by [REDACTED]
The cost constraint NTE has been deleted.
The total cost of this line item has decreased by \$27,207.00 from \$908,000.00 to \$880,793.00.

(b)(4)

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					\$2,699,873.00
OPTION	OPTION I, JLENS Stimulator Maintenance				
	CPFF				
	FOB: Destination				
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$2,699,873.00

(b)(4)

CLIN 0004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					\$2,238,414.00
OPTION	OPTION II, JLENS Stimulator Maintenance				
	CPFF				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$2,238,414.00

(b)
(4)



CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					\$1,904,781.00
OPTION	OPTION III, JLENS Stimulator Maintenance				
	CPFF				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$1,904,781.00

(b)
(4)



CLIN 0006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					\$1,287,259.00
OPTION	OPTION IV, JLENS Stimulator Maintenance				
	CPFF				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$1,287,259.00

(b)
(4)



The following have been modified:

LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth below, within the time period as set forth in Section F-1 hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support, CLINs 0001/0002	7,425
Engineering and Support, Option I, CLINs 0003/0002, if exercised	21,240
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560 Engineering and
Support, Option III, CLINs 0005/0002, if exercised	13,440
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465

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

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

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 16-NOV-2011 TO 15-NOV-2012	N/A	JLENS PROJECT OFFICE ██████████ BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 ██████████ FOB: Destination	W91EUN (b)(6)
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The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2012 TO 15-NOV-2013	N/A	JLENS PROJECT OFFICE ██████████ BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 ██████████ FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item has been added to CLIN 0005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2013 TO 15-NOV-2014	N/A	JLENS PROJECT OFFICE ██████████ BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 ██████████ FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item has been added to CLIN 0006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2014 TO 15-NOV-2015	N/A	JLENS PROJECT OFFICE ██████████ BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 ██████████ FOB: Destination	W91EUN (b)(6)

The following have been modified:

PERIOD OF PERFORMANCE:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within four and one-half (4 ½) months after the effective date of the letter contract.

b. OPTION I, CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

c. OPTION II, CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

d. OPTION III, CLINs 0005/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

e. OPTION IV, CLINs 0006/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

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 \$199,793.00 from \$681,000.00 to \$880,793.00.

SUBCLIN 000101:

AA: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J740500 S01021 4M1J740500/14MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$199,793.00 from \$681,000.00 to \$880,793.00

The following have been modified:

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

CLINs 0001/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$880,793
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED] (b)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED] (4)
(4) Total Amount Allotted and Obligated:	\$880,793

(5) Net Amount Required for Full Funding: \$0

Option I, CLINs 0003/0002:

(1) Amount Required for Full Funding,
Including Fee(s): \$2,699,873

(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: \$2,699,873

Option II, CLINs 0004/0002:

(1) Amount Required for Full Funding,
Including Fee(s): \$2,238,414

(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: \$2,238,414

Option III, CLINs 0005/0002:

(1) Amount Required for Full Funding,
Including Fee(s): \$1,904,781

(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: \$1,904,781

Option IV, CLINs 0006/0002:

(1) Amount Required for Full Funding,
Including Fee(s): \$1,287,259

(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:	\$1,287,259

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

OPTION:

a. OPTION CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002 of this contract may be incrementally exercised, at the unilateral option of the government, by the Contracting Officer giving written notice to the contractor during the existing period of performance of the contract. The total duration of this contract, including the exercise of options, shall not exceed fifty-two and one-half (52 ½) months. If the government exercises any option, all contractual terms and conditions shall apply during the option period.

b. OPTION I, CLINs 0003/0002, may be incrementally exercised upon completion of the period of performance for the BASIC, CLINs 0001/0002. To avoid a disruption in service, the modification to exercise OPTION I, CLINs 0003/0002, may be issued prior to completion of the period of performance for the BASIC, CLINs 0001/0002; however, such modification will reflect an effective date after the completion date of the BASIC, CLINs 0001/0002.

c. OPTION II, CLINs 0004/0002, may be incrementally exercised upon completion of the period of performance for OPTION I, CLINs 0003/0002. To avoid a disruption in service, the modification to exercise OPTION II, CLINs 0004/0002, may be issued prior to completion of the period of performance for OPTION I, CLINs 0003/0002; however, such modification will reflect an effective date after the completion date of OPTION I, CLINs 0003/0002.

d. OPTION III, CLINs 0005/0002, may be incrementally exercised upon completion of the period of performance for OPTION II, CLINs 0004/0002. To avoid a disruption in service, the modification to exercise OPTION III, CLINs 0005/0002, may be issued prior to completion of the period of performance for OPTION II, CLINs 0004/0002; however, such modification will reflect an effective date after the completion date of OPTION II, CLINs 0004/0002.

e. OPTION IV, CLINs 0006/0002, may be incrementally exercised upon completion of the period of performance for OPTION III, CLINs 0005/0002. To avoid a disruption in service, the modification to exercise OPTION IV, CLINs 0006/0002, may be issued prior to completion of the period of performance for OPTION III, CLINs 0005/0002; however, such modification will reflect an effective date after the completion date of OPTION III, CLINs 0005/0002.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.232-20	Limitation Of Cost	APR 1984
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The following have been deleted:

52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
252.217-7027	Contract Definitization	OCT 1998

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work, Revision 01, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance" (Added per Modification PZ0001)	27 Jul 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	1
Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	01 May 09	
Identification and Assertion of use, Release, or Disclosure Restrictions (DFARS 252.227-7017)	RESERVED	

Technical Data or Computer Software Previously Delivered
to the Government (DFARS 252-227-7028)

RESERVED

Contractor's Representations and Certifications are
hereby incorporated by reference

(End of Summary of Changes)

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 \$227,000.00 from \$454,000.00 to \$681,000.00.

SUBCLIN 000101:

AA: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J740500 S01021 4M1J740500/14MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$227,000.00 from \$454,000.00 to \$681,000.00

The following have been modified:

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

CLINs 0001 and 0002:

(1) Amount Required for Full Funding, Including Fee(s):	TBD
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	TBD
(3) Amount Separately Obligated for Payment of Fee:	TBD
(4) Total Amount Allotted and Obligated:	\$681,000
(5) Net Amount Required for Full Funding:	TBD

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding **\$681,000** dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is **\$681,000** dollars.

(End of clause)

(End of Summary of Changes)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,000,000.00 from \$880,793.00 to \$1,880,793.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The option status has changed from Option to Option Exercised.

SUBCLIN 000301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Funding for CLIN 0003	7,867			
EXERCISED OPTION	CPFF FOB: Destination				(b)(4)
				ESTIMATED COST	██████████
				FIXED FEE	██████████
				TOTAL EST COST + FEE	\$1,000,000.00
ACRN AB					\$1,000,000.00
CIN: 00000000000000000000000000000000					

The following have been modified:

LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth below, within the time period as set forth in Section F-1 hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support, CLINs 0001/0002	7,425
Engineering and Support, Option I, CLINs 0003/0002	21,240
Exercised	7,867

Unexercised	13,373
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560 Engineering and
Support, Option III, CLINs 0005/0002, if exercised	13,440
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465

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

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

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	(b)(6) UIC
POP 01-JUL-2011 TO 15-NOV-2011	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	(b)(6) UIC
POP 01-JUL-2011 TO 15-OCT-2011	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN

The following Delivery Schedule Item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-JUL-2011 TO 15-NOV-2011	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2011 TO 15-OCT-2012	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2011 TO 15-NOV-2012	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-OCT-2011 TO 15-OCT-2012	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2012 TO 15-NOV-2013	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-OCT-2012 TO 15-OCT-2013	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2013 TO 15-NOV-2014	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-OCT-2013 TO 15-OCT-2014	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2014 TO 15-NOV-2015	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 16-OCT-2014 TO N/A
15-OCT-2015

JLENS PROJECT OFFICE
[REDACTED]
BLDG 5308 SPARKMAN CENTER
REDSTONE ARSENAL AL 35898-5000
[REDACTED]
FOB: Destination

W91EUN

(b)(6)

The following have been modified:

PERIOD OF PERFORMANCE:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within three and one-half (3 ½) months after the effective date of the letter contract.
- b. OPTION I, CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- c. OPTION II, CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- d. OPTION III, CLINs 0005/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- e. OPTION IV, CLINs 0006/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from \$880,793.00 to \$1,880,793.00.

SUBCLIN 000301:

Funding on SUBCLIN 000301 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J710100 S01021 4M2J710100/24MJLE/4M5

Increase: \$1,000,000.00

Total: \$1,000,000.00

The following have been modified:

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

CLINs 0001/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$880,793	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	(b) (4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	
(4) Total Amount Allotted and Obligated:	\$880,793	
(5) Net Amount Required for Full Funding:	\$0	

Option I, CLINs 0003/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$2,699,873	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	(b) (4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	
(4) Total Amount Allotted and Obligated:	\$1,000,000	
(5) Net Amount Required for Full Funding:	\$1,699,873	

Option II, CLINs 0004/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$2,238,414	
(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:	\$2,238,414
Option III, CLINs 0005/0002:	
(1) Amount Required for Full Funding, Including Fee(s):	\$1,904,781
(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:	\$1,904,781
Option IV, CLINs 0006/0002:	
(1) Amount Required for Full Funding, Including Fee(s):	\$1,287,259
(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:	\$1,287,259

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

OPTION:

a. OPTION CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002 of this contract may be incrementally exercised, at the unilateral option of the government, by the Contracting Officer giving written notice to the contractor during the existing period of performance of the contract. The total duration of this contract, including the exercise of options, shall not exceed fifty-one and one-half (51 ½) months. If the government exercises any option, all contractual terms and conditions shall apply during the option period.

b. OPTION I, CLINs 0003/0002, may be incrementally exercised upon completion of the period of performance for the BASIC, CLINs 0001/0002. To avoid a disruption in service, the modification to exercise

OPTION I, CLINs 0003/0002, may be issued prior to completion of the period of performance for the BASIC, CLINs 0001/0002; however, such modification will reflect an effective date after the completion date of the BASIC, CLINs 0001/0002.

c. OPTION II, CLINs 0004/0002, may be incrementally exercised upon completion of the period of performance for OPTION I, CLINs 0003/0002. To avoid a disruption in service, the modification to exercise OPTION II, CLINs 0004/0002, may be issued prior to completion of the period of performance for OPTION I, CLINs 0003/0002; however, such modification will reflect an effective date after the completion date of OPTION I, CLINs 0003/0002.

d. OPTION III, CLINs 0005/0002, may be incrementally exercised upon completion of the period of performance for OPTION II, CLINs 0004/0002. To avoid a disruption in service, the modification to exercise OPTION III, CLINs 0005/0002, may be issued prior to completion of the period of performance for OPTION II, CLINs 0004/0002; however, such modification will reflect an effective date after the completion date of OPTION II, CLINs 0004/0002.

e. OPTION IV, CLINs 0006/0002, may be incrementally exercised upon completion of the period of performance for OPTION III, CLINs 0005/0002. To avoid a disruption in service, the modification to exercise OPTION IV, CLINs 0006/0002, may be issued prior to completion of the period of performance for OPTION III, CLINs 0005/0002; however, such modification will reflect an effective date after the completion date of OPTION III, CLINs 0005/0002.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **U** PAGE OF PAGES: **1** | **5**

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 12-Jan-2012	4. REQUISITION/PURCHASE REQ. NO. 4M1J74050001	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE W9113M USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) CODE S0107A DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35808-3563	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-11-C-0054
	X 10B. DATED (SEE ITEM 13) 01-Jul-2011

CODE **3B2J2** 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.232-2, "Limitation of Funds"

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **[REDACTED]** (b)(6)

1. The purpose of this modification is to provide \$1,000,000. in additional incremental funding on CLIN 0003/0002 and increase 7867 direct productive person hours (DPPH).
2. As a result of this modification SubCLIN 000302 is hereby created and funded in the amount of \$1,000,000.
3. The Contract Activity Representative is updated.
4. See Summary of Changes.
5. **[REDACTED]** is POC for this action and can be reach via email at **[REDACTED]** (b)(6)

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)		
	TEL: [REDACTED]	EMAIL: [REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED]	16C. DATE SIGNED 17-Jan-2012
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302					\$0.00
EXERCISED OPTION	Additional Incremental Funding CLIN 0003 CPFF FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB				\$1,000,000.00
	CIN: 00000000000000000000000000000000				

The following have been modified:

LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth below, within the time period as set forth in Section F-1 hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support, CLINs 0001/0002	7,425
Engineering and Support, Option I, CLINs 0003/0002	21,240
Exercised	15,734
Unexercised	5,506
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560
Support, Option III, CLINs 0005/0002, if exercised	13,440
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465

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

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort as specified in

paragraph a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from \$1,880,793.00 to \$2,880,793.00.

SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J710100 S01021 4M2J710100/24MJLE/4M5

Increase: \$1,000,000.00

Total: \$1,000,000.00

The following have been modified:

CONTRACTING ACTIVITY REPRESENTATIVES:

(b)(6)

	Contractual Matters	Technical Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	[REDACTED]	[REDACTED]	[REDACTED]
TELEPHONE NUMBERS:			
COMMERCIAL:	[REDACTED]	[REDACTED]	[REDACTED]
DSN:	[REDACTED]		
EMAIL:	[REDACTED]	[REDACTED]	[REDACTED]

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance,

including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

CLINs 0001/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$880,793	(b)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	(4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	
(4) Total Amount Allotted and Obligated:	\$880,793	
(5) Net Amount Required for Full Funding:	\$0	

Option I, CLINs 0003/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$2,699,873	(b)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	(4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	
(4) Total Amount Allotted and Obligated:	\$2,000,000	
(5) Net Amount Required for Full Funding:	\$699,873	

Option II, CLINs 0004/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$2,238,414	
(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:	\$2,238,414	

Option III, CLINs 0005/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$1,904,781	
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(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:	\$1,904,781

Option IV, CLINs 0006/0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$1,287,259
(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:	\$1,287,259

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	8
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 14-Mar-2012	4. REQUISITION/PURCHASE REQ. NO. 4/1137405001		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDG/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35897-3001		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMAHUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDBSTONE ARSENAL AL 35898-0001		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35895-3533				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-11-C-0054		
				X 10B. DATED (SEE ITEM 13) 01-Jul-2011		
CODE 3B2J2		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 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.						
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 52.232-2 "Limitations of Funds"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <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] 1. The purpose of this modification is to provide additional incremental funding in the amount of \$699,873.00 on CLIN 0003/0002, 5506 direct productive person hours (DPPH); this fully funds Option 1. 2. As a result of this modification, SubCLIN 000303 is hereby created and funded in the amount of \$699,873.00. 3. The Contracting Activity Representative is updated. 4. See Summary of Changes. 5. The POC for this action is [REDACTED] Contract Specialist at [REDACTED] or [REDACTED]						
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		15D. STATE OF ALABAMA		16C. DATE SIGNED		
[REDACTED]		[REDACTED]		[REDACTED]		
(Signature of person authorized to sign)		19 Mar 12		(Signature of Contracting Officer)		19 Mar 12

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

000048

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

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303					\$0.00
EXERCISED OPTION	Add'l Incremental Funding CLIN0003 Opt 1 CPFF FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB				\$699,873.00
	CIN: 00000000000000000000000000000000				

The following have been modified:

LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth below, within the time period as set forth in Section F-1 hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support, CLINs 0001/0002	7,425
Engineering and Support, Option I, CLINs 0003/0002	21,240
Exercised	21,240
Unexercised	0
Engineering and Support, Option II, CLINs 0004/0002, if exercised	16,560
Engineering and Support, Option III, CLINs 0005/0002, if exercised	13,440
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465

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

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort as specified in

paragraph a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

PERIOD OF PERFORMANCE:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within three and one-half (3 ½) months after the effective date of the letter contract.
- b. OPTION I, CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, (Option 1) by 15 October 2012..
- c. OPTION II, CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- d. OPTION III, CLINs 0005/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- e. OPTION IV, CLINs 0006/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

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 \$699,873.00 from \$2,880,793.00 to \$3,580,666.00.

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J710100 S01021 4M2J710100/24MJLE/4M5

Increase: \$699,873.00

Total: \$699,873.00

The following have been modified:

(b)(6)

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	[REDACTED]	[REDACTED]	[REDACTED]
TELEPHONE NUMBERS: COMMERCIAL:	[REDACTED]	[REDACTED]	[REDACTED]
DSN:	[REDACTED]		
EMAIL:	[REDACTED]	[REDACTED]	[REDACTED]

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

CLINs 0001/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$880,793
- (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: \$880,793
- (5) Net Amount Required for Full Funding: \$0

(b)(4)

Option I, CLINs 0003/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$2,699,873
- (2) Amount Allotted Under the LOF Clause

(b)
(4)

for Payment of Costs:

- (3) Amount Separately Obligated for Payment of Fee: ██████████
- (4) Total Amount Allotted and Obligated: \$2,699,873
- (5) Net Amount Required for Full Funding: \$0

Option II, CLINs 0004/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$2,238,414
- (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: \$2,238,414

Option III, CLINs 0005/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$1,904,781
- (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: \$1,904,781

Option IV, CLINs 0006/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$1,287,259
- (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: \$1,287,259

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 01-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. 4M1J74050001	5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMOG/ARSTRAT SMDC-RDC PO 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 35996-0001		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35895-3553			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-11-C-0054	
			X 10B. DATED (SEE ITEM 13) 01-Jul-2011	
CODE 3B2J2	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 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 17.207, FAR 52.217-9				
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] See continuation page.				
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 OFFEROR (Type or print) [REDACTED]			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15C. DATE SIGNED 9/7/12			16C. DATE SIGNED 10 Sep 12	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE

The purpose of this modification is to:

- 1) To fully exercise 16,560 Direct Productive Person Hours (DPPH) of Option II, and fully fund CLIN 0004 in the amount of \$2,238,414.
- 2) As result of the modification, SubCLIN 000401 is hereby created and funded in the amount of \$2,238,414.
- 3) Make administrative change to the email address and office codes for the Contracting Activity Representative listed in Section G, and update email address for the Contracting Officer's Representative in Section E.
- 4) All other terms and conditions of this contract remain unchanged.
- 5) POC for this modification: [REDACTED], Contract Specialist [REDACTED]
[REDACTED]

(b)(6)

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,238,414.00 from \$3,580,666.00 to \$5,819,080.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0004

The option status has changed from Option to Option Exercised.

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401					\$0.00
	CPFF				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
ACRN AC					\$2,238,414.00

CIN: GFEB001018535800004

The following have been modified:

LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract and CLINs 0003/0002, 0004/0002, 0005/0002, and 0006/0002, if exercised, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth below, within the time period as set forth in Section F-1 hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support, CLINs 0001/0002	7,425
Engineering and Support, Option I, CLINs 0003/0002	21,240
Exercised	21,240
Unexercised	0
Engineering and Support, Option II, CLINs 0004/0002,	16,560
Exercised	16,560
Unexercised	0
Engineering and Support, Option III, CLINs 0005/0002, if exercised	13,440
Engineering and Support, Option IV, CLINs 0006/0002, if exercised	9,465

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

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

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been modified:

INSPECTION AND ACCEPTANCE

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

[Redacted contact information]

(b)(6)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

(b)(6)

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2011 TO 15-OCT-2012	N/A	JLENS PROJECT OFFICE [Redacted] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [Redacted] FOB: Destination	W91EUN

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2011 TO 31-AUG-2013	N/A	JLENS PROJECT OFFICE [Redacted] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [Redacted] FOB: Destination	W91EUN

(b)(6)

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-OCT-2011 TO 15-OCT-2012	N/A	JLENS PROJECT OFFICE [Redacted] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [Redacted] FOB: Destination	W91EUN

(b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 16-OCT-2011 TO
31-AUG-2012 N/A

JLENS PROJECT OFFICE
[REDACTED]
BLDG 5308 SPARKMAN CENTER
REDSTONE ARSENAL AL 35898-5000
[REDACTED]
FOB: Destination

W91EUN

(b)(6)

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-OCT-2012 TO 15-OCT-2013	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2012 TO 31-AUG-2013	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-OCT-2013 TO 15-OCT-2014	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2013 TO 31-AUG-2014	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-OCT-2014 TO 15-OCT-2015	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2014 TO 31-AUG-2015	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)

The following have been modified:

PERIOD OF PERFORMANCE:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within three and one-half (3 ½) months after the effective date of the letter contract.
- b. OPTION I, CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0003/0002, (Option 1) by 31 August 2012..
- c. OPTION II, CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004/0002, (Option II) by 31 August 2013.
- d. OPTION III, CLINs 0005/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0005/0002, if exercised, within twelve (12) months after the effective date of the option exercise.
- e. OPTION IV, CLINs 0006/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006/0002, if exercised, within twelve (12) months after the effective date of the option exercise.

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 \$2,238,414.00 from \$3,580,666.00 to \$5,819,080.00.

SUBCLIN 000401:
Funding on SUBCLIN 000401 is initiated as follows:

ACRN: AC

CIN: GFEB001018535800004

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.4.1 6100.9000021001

Increase: \$2,238,414.00

Total: \$2,238,414.00

Cost Code: A5XFJ

The following have been modified:

(b)(6)

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	[REDACTED]	[REDACTED]	[REDACTED]
TELEPHONE NUMBERS:			
COMMERCIAL:	[REDACTED]	[REDACTED]	[REDACTED]
DSN:	[REDACTED]		
EMAIL:	[REDACTED]	[REDACTED]	[REDACTED]

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

CLINs 0001/0002:

- | | |
|--|------------|
| (1) Amount Required for Full Funding, Including Fee(s): | \$880,793 |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: | [REDACTED] |
| (3) Amount Separately Obligated for Payment of Fee: | [REDACTED] |

(b)(4)

- (4) Total Amount Allotted and Obligated: \$880,793
- (5) Net Amount Required for Full Funding: \$0

Option I, CLINs 0003/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$2,699,873 (b)
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)
- (3) Amount Separately Obligated for Payment of Fee: [REDACTED] (4)
- (4) Total Amount Allotted and Obligated: \$2,699,873
- (5) Net Amount Required for Full Funding: \$0

Option II, CLINs 0004/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$2,238,414 (b)
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)
- (3) Amount Separately Obligated for Payment of Fee: [REDACTED] (4)
- (4) Total Amount Allotted and Obligated: \$2,238,414
- (5) Net Amount Required for Full Funding: \$0

Option III, CLINs 0005/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$1,904,781
- (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: \$1,904,781

Option IV, CLINs 0006/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$1,287,259
- (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:	\$1,287,259

(End of Summary of Changes)

2. AMENDMENT/MODIFICATION NO 000006	3. EFFECTIVE DATE 14-Mar-2013	4. RFQ POSITION/PURCHASE RFQ NO 4M1J7405001	5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDG/ARSTRAT ACC-RSA SMDG-CAMG CCAM-CAB-B PO BOX 1500 HUNTSVILLE AL 35807-3901	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35895-0007	CODE S0107A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35899-3563	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO W9113M-11-C-0054
	X 10B. DATED (SEE ITEM 13) 01-Jul-2011

CODE: **3B2J2** 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) Bilateral, pursuant to the authority of FAR 43.103(a)

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.)
 Modification Control Number: **[REDACTED]**
 See Summary of Changes

Except as provided herein, all terms and conditions of the document referenced in item 9 or 10(A), as hereinafore 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 3/20/2013	16C. DATE SIGNED 3/20/13

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

The purpose of this modification is to Accept the Transfer of Property from Contract #W9113M-05-C-0128-P00031. The contractor initiated this action, both the COR and Contracting Officer concur. [REDACTED] is the COR for the losing and gaining contract and [REDACTED] is the Contracting Officer for the losing and gaining contract. See Government Property List in Section J, Revised Attachment 2.

Once transferred, all property shall be considered Government furnished property to the gaining contract. The warranties of suitability of use and timely delivery of Government furnished property do not apply to property acquired or fabricated by the contractor as contractor-acquired property that is subsequently transferred to another contract with the same contractor.

The POC for this modification is [REDACTED]

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

(b)(6)

(b)(6)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work, Revision 01, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance" (Added per Modification PZ0001)	27 Jul 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	1

Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	01 May 09	
Identification and Assertion of use, Release, or Disclosure Restrictions (DFARS 252.227-7017)	RESERVED	
Technical Data or Computer Software Previously Delivered to the Government (DFARS 252-227-7028)	RESERVED	
Contractor's Representations and Certifications are hereby incorporated by reference		
Government Property List Attachment 1	5 Jan 2005	2

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 11-Apr-2013	4. REQUISITION/PURCHASE REQ. NO. 4M1J7406001	5. PROJECT NO. (if applicable)	
6. ISSUED BY USASMD/ARSTRAT ACC-RSA, SMD-CAMO CCAM-CAB-B PO 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 35895-0001	CODE	S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35806-3563		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-11-C-0054		
		X 10B. DATED (SEE ITEM 13) 01-Jul-2011		
CODE 392J2	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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral, pursuant to the authority of FAR 43 (b)				
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: [REDACTED] SEE SUMMARY OF CHANGES (b)(6)				
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. (b)(6)				
15A. NAME AND TITLE OF SIGNER (Type or print)		[REDACTED]		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	[REDACTED]		
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04
000066

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been modified:

PURPOSE

The purpose of this modification is to correct the COR's last name in P00006. The COR's correct name is [REDACTED], not [REDACTED] as stated in P00006. (b)(6)

The POC for this modification is [REDACTED]. (b)(6)

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE U	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO P00008	3 EFFECTIVE DATE 10-Sep-2013	4 REQUISITION/PURCHASE REQ NO. 4M1J74050001	5 PROJECT NO (If applicable)	
6 ISSUED BY USASMDCA/ARSTRAT ACC-RSA, SMDC-CAMO CCAM-CAB-B PO 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
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC 325 BOB HEATH DR HUNTSVILLE AL 35808-3863		9A. AMENDMENT OF SOLICITATION NO.		
		9B DATED (SEE ITEM 11)		
		X 10A MOD OF CONTRACT/ORDER NO W9113M-11-C-0054		
		10B DATED (SEE ITEM 13)		
CODE 3B2J2		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:				
X D OTHER (Specify type of modification and authority) Unilateral: FAR 43.103(b)(3) and FAR 52.245-1 Alt II Government Property				
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: [REDACTED] (b)(6) See SF30, Block 14, Continuation Page.				
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]		
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	[REDACTED]		
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04
000068

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE OF MODIFICATION P00008

The purpose of this modification is to transfer accountability of the following Government Furnished Property (GFP) from this contract, W9113M-11-C-0054, to contract number W9113M-08-C-0030 both being Decibel Research (Cage: 3B2J2) contracts. The referenced GFP document outlines specifically which inventory items are listed and being transferred is outlined in Section J.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work, Revision 01, entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JELSN) Stimulator (JSTM) Maintenance" (Added per Modification PZ0001)	27 Jul 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 and A002, with Document Summary List	01 Feb 11	3
Contract Data Requirements List (DD Form 1423) Exhibit A, A003	09 Feb 11	1
Contract Security Classification Specification (DD Form 254)	20 May 11	12
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG)	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix	01 May 09	
Identification and Assertion of use, Release, or Disclosure Restrictions (DFARS 252.227-7017)	RESERVED	

Technical Data or Computer Software Previously Delivered
to the Government (DFARS 252-227-7028)

RESERVED

Contractor's Representations and Certifications are
hereby incorporated by reference

Government Property Inventory, entitled, "GFP TRANSFER"
From: W9113M-08-C-0030 To: W9113M-11-C-0054

12 Jun 13

4

(End of Summary of Changes)

(b) (4)

(b)(3)

(b)(3)



000074

P00006
1 of 2 pages

GPP TRANSFER
FROM: W911384-11-C-0024
TO: W911384-08-C-0008

Date: 6/12/2013

(b) (4)

(b)(3)

(b)(3)

(b)(3)

(b)(3)

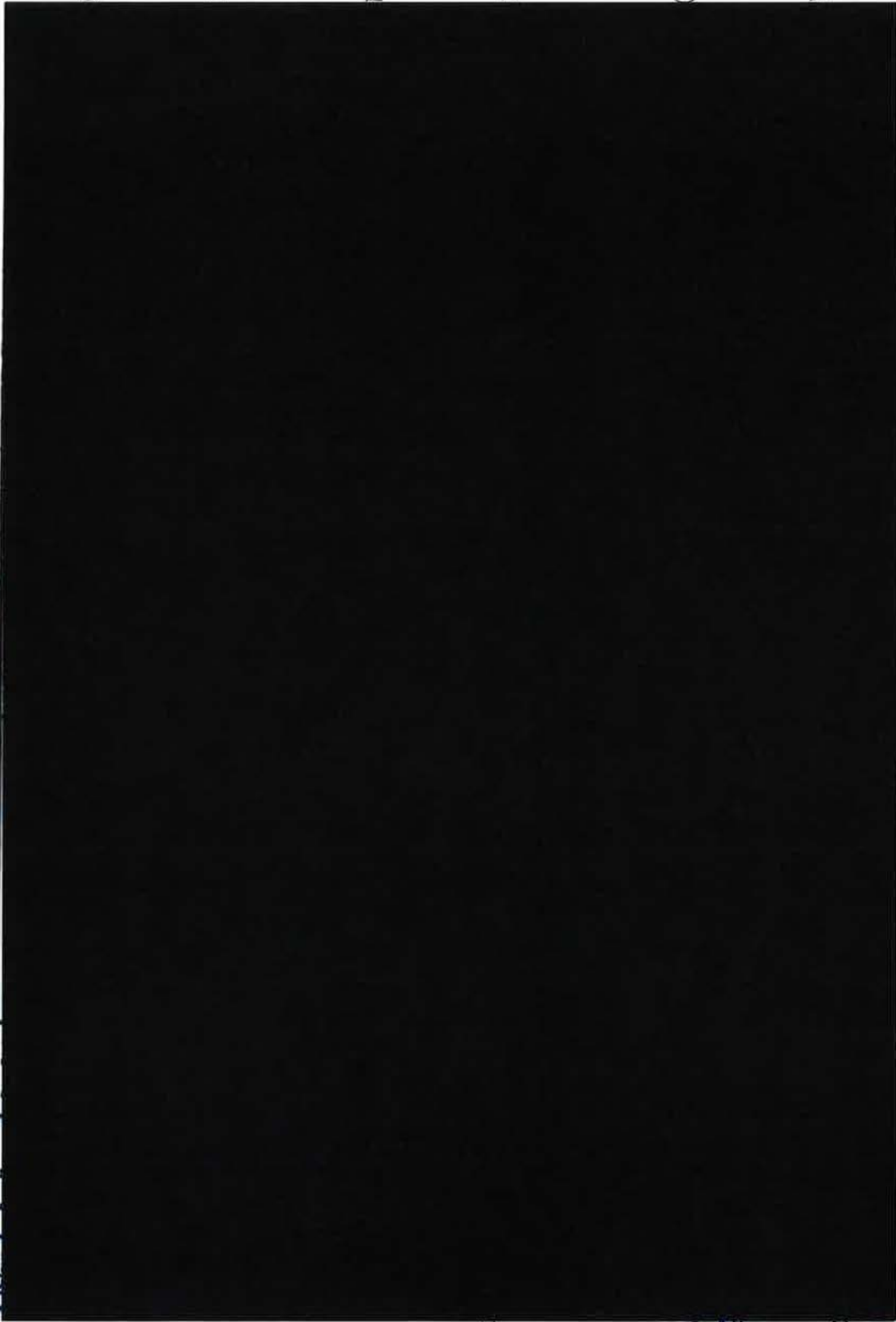
000073

P00008

decided Research
Government Property Inventory

OFF TRANSFER
FROM: W9113M-11-C-0854
TO: W9113M-09-C-0930

Date: 6/12/2013



(b)(3)

(b)(3)

(b)(3)

(b)(3)

(b)(3)

(b)(3)

000074

2 of 9 pages P00008

decibel Research
Government Property Inventory

GFP TRANSFER
FROM: W9119A-11-C-0824
TO: W9119M-08-C-0020

Date: 6/12/2013



(b)(3)

(b)(3)

(b)(3)

(b)
(4)

(b)(3)

(b)(3)

(b)(3)

000075

3 of 4 pages P00008

(b) (4)

(b)(3)

(b)(3)

(b)(3)

(b)(3)

000076

P00008

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A2	1	22
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-05-C-0128		3. EFFECTIVE DATE 04 APR 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDCC-CM-CA PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	6. ADMINISTERED BY (If other than item 5) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD RESTONE ARSENAL AL 35898-0001		CODE S0107A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM		
CODE 3B2J2		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264		
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY		CODE HC0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT					\$1,792,489.00	

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	19 - 21
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS./ WORK STATEMENT	5 - 8	X J	LIST OF ATTACHMENTS	22
X D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	9	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	10	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	11 - 13	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	14 - 18			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] 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, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W9113M-05-R-0008 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		20A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED] (b)(6)	
19B. NAME OF CONTRACTOR [REDACTED]		20B. UNITED STATES OF AMERICA [REDACTED]	
19C. DATE SIGNED 3/31/05		20C. DATE SIGNED 04 APR 2005	

000001

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Basic Effort CPFF Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", dated 21 September 2004, incorporated herein and set forth in Section C. PURCHASE REQUEST ER5D731500-01	18,675	DPPH		
				ESTIMATED COST	██████████
				FIXED FEE	██████████
				TOTAL EST COST + FEE	\$1,792,489.00 (b)(4)
	ACRN AA Funded Amount				\$706,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Data Requirements CPFF Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001-A012, incorporated herein and attached as set forth in Part III, Section J hereof.		Lot		
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	Funded Amount				\$0.00

FOB: Destination

000002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option I CPFF	24,672	DPPH		
Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", dated 21 September 2004, incorporated herein and set forth in Section C.					

ESTIMATED COST	[REDACTED]	(b)(4)
FIXED FEE	[REDACTED]	(b)(4)
TOTAL EST COST + FEE	\$2,918,226.00	
Funded Amount	\$0.00	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option II CPFF	18,463	DPPH		
Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", dated 21 September 2004, incorporated herein and set forth in Section C.					

ESTIMATED COST	[REDACTED]	(b)(4)
FIXED FEE	[REDACTED]	(b)(4)
TOTAL EST COST + FEE	\$1,622,711.00	
Funded Amount	\$0.00	

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

a. In the performance of CLINs 0001 and 0002, and CLINs 0003 and 0004 if exercised, of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F-1 hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
CLINs 0001/0002	18,675
CLINs 0003/0002	24,672
CLINs 0004/0002	18,463

000003

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

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

000004

Section C - Descriptions and Specifications

JLENS STIMULATOR

Statement of Work

1. Objective: The JLENS Project Office is procuring the JLENS Stimulator to provide a high fidelity scenario creation, target injection and mission analysis tool. Employment of the tool is expected to increase operational suitability of the fielded system by exploring design limits, testing potential improvements, and training mission operations personnel. The Stimulator will serve as the principal component of the JLENS Test, Training, and Exercise System, interfacing to tactical hardware/software for support of operator training, user evaluations, operational exercises, and Development Test and Evaluation /Initial Operational Test and Evaluation (DT&E/IOT&E) events. The stimulator will also be used in conjunction with JLENS tactical hardware/software, JLENS engineering models and simulations, and joint service weapon systems/simulations in support of the engineering design, and analysis of the system.

2. [REDACTED]

(b)(3)

This effort shall address three major technical tasks:

- a. Design, develop, integrate, test, and deliver the JLENS digital real-time Stimulator
- b. Support the design and development of the JLENS Mission Analysis Tools
- c. Support the design and development of the JLENS Target and Mission Scenario Signature Generation Toolset

2.1. The contractor shall design, build, integrate and test a digital real-time JLENS Stimulator, leveraging from past experience and available Government-owned models and tools. The contractor shall design a Stimulator using a flexible architecture that can be reconfigured to meet evolving JLENS system design characteristics without major redesign and recoding. The Contractor shall develop and deliver a System Requirement Specifications (SRS) (CDRL A001) and a Software Design Description (SDD) (CDRL A002). The contractor shall prepare trade studies to ensure that the design and development process is consistent with the JLENS objectives and requirements. (CDRL A003).

2.1.1. The contractor shall deliver the stimulator fully assembled, integrated and tested. The contractor shall provide support hardware that is required to integrate the stimulator. The contractor shall design a Stimulator to be portable, self-contained and provide required interfaces to the JLENS tactical system components. The JLENS

000005

Stimulator hardware suite shall be comprised of Commercial Off-the-Shelf (COTS) and Government-furnished Equipment (GFE). The COTS equipment shall be packaged for transport via commercial and military modes of travel. The Stimulator shall be capable of operating in the JLENS Processing Station shelter environment. The contractor shall provide the Stimulator physical 'footprint' and heating, cooling, and power requirements to the government and shall determine if the Processing Station equipment shelter has adequate space and heating, cooling, and power supply margins to host the Stimulator.

2.1.2 [REDACTED]

(b)(3)

2.1.3 The contractor shall leverage from existing government-furnished models to identify, analyze, and document the Stimulator internal and external interfaces.

2.1.4 The contractor shall design and develop the JLENS Stimulator to serve as the principal component of the JLENS Test, Training, and Exercise System. The contractor shall design and develop the stimulator to be used in conjunction with JLENS, and joint service models and simulations in support of the engineering, design, and analysis of the JLENS system.

2.1.5 [REDACTED]

(b)(3)

2.1.6 [REDACTED]

(b)(3)

2.1.7. [REDACTED]

(b)(3)

2.1.8 The contractor shall prepare a Software Version Description for each Stimulator build. (CDRL A005).

000006

2.1.9 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b)(3)

2.2 The contractor shall support the development of mission analysis tools for the JLENS Stimulator in support of a System of Systems Integrated Fire Control Test Bed.

3.0 The contractor shall develop and submit a Stimulator Test Plan that addresses System Acceptance Test with associated Test Procedures. (CDRL A006). The contractor shall prepare Test Reports for Stimulator and program level tests supported by the Stimulator. (CDRL A007).

4.0 [REDACTED]
[REDACTED] The contractor shall develop and submit training plan documentation including System User Manuals. (CDRL A008). The contractor shall train the government staff in Stimulator operation.

(b)(3)

5.0 The contractor shall develop and submit a Stimulator Integrated Support Plan (CDRL A009) to address system support planning. The contractor shall prepare plans describing procedures for integration of the stimulator with tactical components and external simulations at select test sites. This task includes building a separate copy of the Stimulator (both hardware and software) for use by the Product Assurance, Test and Logistics Division, for operational testing and training.

6.0 [REDACTED]
[REDACTED]
[REDACTED] Examples of government simulations include [REDACTED]
[REDACTED] and the [REDACTED]. The contractor shall support the government in executing such stimulator external activities, including stimulator related system engineering, [REDACTED] stimulator [REDACTED]

(b)(3)

7.0 The contractor shall support modifications to the Stimulator as directed by the Government. The contractor shall develop and follow documented Configuration Management processes and procedures in order to establish and maintain Stimulator attributes traceable to the requirements and design documentation. The contractor shall develop and follow documented Data Management processes and procedures in order to assure quality of Stimulator data including deliverables.

8.0 The contractor shall provide team members to working groups and integrated product teams. This effort shall include support of IV&V of the JLENS System.

000007

9.0 The contractor shall prepare and provide a Funds and Man-Hours Expenditure report (CDRL A010) and a Contract Funds Status Report. (CDRL A011). The contractor shall prepare status reports describing accomplishments during the reporting period, progress against milestones, problems encountered, and plans for the next reporting period. (CDRL A012).

000008

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
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000009

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0001 and 0002 within nineteen (19) months after the effective date of the contract.
- b. CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0003 and 0002 within twenty-four (24) months after the effective date of the option exercise.
- c. CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0004 and 0002 within twenty-four (24) months after the effective date of the option exercise.

DELIVERY OF DATA:

- a. All data shall be delivered LAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the Technical Monitor.
- b. Acceptance by the Government of all items delivered hereunder shall be at destination.

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Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 215 2040 5Q 5Q17 P172419E55 255Y ER5D731500 S01021 ER5D731500/54KJLE/4K0000
AMOUNT: \$706,000.00

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify on each public voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, subject to the withholding reserve of the contract clause titled "Fixed Fee."

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

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

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 24, Page 1, of SF 33. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

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

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	SMDC-CM-CN	SFAE-MSLS-CMDS-JLN-Ed
TELEPHONE NUMBERS: COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	[REDACTED]
EMAIL:	[REDACTED]	[REDACTED]

(b)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. CLIN 0001:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 1,792,489
- (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: \$706,000
- (5) Net Amount Required for Full Funding: \$1,086,489
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 1 Nov 05

(b)(4)

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Section H - Special Contract Requirements

GOVERNMENT FURNISHED PROPERTY

The Government Furnished Equipment (GFE) included in the attachment list in Section J will be used in the performance of the contract.

Any government furnished property or equipment used or purchased during the period of performance of the contract or upon termination shall remain in the government's possession and the government will retain title.

ORGANIZATIONAL CONFLICT OF INTEREST:

a. The effort to be performed under this contract may require access to the proprietary information of other companies and consequently creates a potential significant conflict of interest as set forth in FAR 9.505-4. It is the intention of the Government to prevent creation of an unfair competitive advantage as a result of knowledge gained through access to proprietary information. Consequently, when access to proprietary information of other companies is required, the contractor shall (1) enter into a written agreement with the other companies to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (2) refrain from using such proprietary information for any purpose other than providing advisory and assistance services to the Government under this contract. In addition, the contractor shall (1) inculcate upon its employees, through appropriate means such as formal training and promulgation of company policies and procedures, the principles of FAR Subpart 9.5, so that employees will refrain from using or disclosing proprietary information except as provided herein; and (2) obtain from each of its employees, whose responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which in substance shall provide that such employee will not, during his employment by the contractor or thereafter, disclose to other than the contractor's employees or sponsor, or use any such proprietary information to which the employee had access in connection with the work under this contract.

b. An executed copy of all proprietary information agreements shall be furnished to the contracting officer within fifteen (15) calendar days of execution.

c. The contractor shall hold the Government harmless and indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of third party proprietary information by the contractor, its employees, subcontracts, or agents.

d. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

e. The contractor shall include a clause which includes paragraphs a. and b. in all subcontracts which may require access to proprietary information of other firms. When paragraph b. above is included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contractor.

OPTION

Any or all of Option CLINs 0003 and 0004 may be exercised at the unilateral option of the Government, by the contracting officer through the issuance of a unilateral modification to this contract. The parties agree the option

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shall be considered to have been exercised, for the purpose of this contract, at the time the Government issues the modification.

Option I, CLIN 0003, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, [REDACTED] will be used to exercise CLIN 0003.

(b)(4)

Option II, CLIN 0004, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, [REDACTED] will be used to exercise CLIN 0004.

If the Government exercises an option, all contractual terms and conditions shall apply during the option period. The total duration of this contract, including the exercise of options, shall not exceed sixty-seven (67) months.

The contractor shall incur no costs chargeable to the option until the contracting officer has provided written notification that the option has been exercised. The exercise of any portion of the options must be accomplished in accordance with the requirements of this clause.

CLAUSES INCORPORATED BY FULL TEXT

H- KEY PERSONNEL:

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

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	<u>Task Lead</u>
[REDACTED]	<u>Program Manager</u>
[REDACTED]	<u>Technical Director</u>
[REDACTED]	<u>Task Lead</u>
[REDACTED]	<u>Technical Advisor</u>

(b)(6)

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section

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H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command
 ATTN: SFAE-MSLS-CMDS-JLN-Ec (b) (6)
 P. O. Box 1500
 Huntsville, AL 35807-3801

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

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

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

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

- a. The following terms applicable to this clause are defined as follows:
- (1) **Technical Document.** Any recorded information that conveys scientific and technical information or technical data.
 - (2) **Scientific and Technical Information.** Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.
 - (3) **Technical Data.** Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.
- b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:
- (1) **DISTRIBUTION STATEMENT F** - Further dissemination only as directed by SMDC-IM-PA or higher DOD authority.
 - (2) **WARNING** - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

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(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

Name	Office symbol	Phone Number
[REDACTED]	SFAE-MSLS-CMDS-JLN-Ed	[REDACTED] (b)(6)

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

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

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

a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.

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b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/Contracts/Contracts.html> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

SOFTWARE LICENSE: In addition to the rights stipulated in DFARS 252.227-7014 clause hereof, when software is to be delivered with other than unlimited rights in the government, the contractor shall obtain all such software licenses in the Government's name. In addition to other rights stated in this contract, it is agreed that the Government shall have the right to rehost software on Government computers.

YEAR 2000 COMPLIANCE:

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

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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997

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52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995

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252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

<u>IDENTIFIER</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	22 Dec 2004	12
Attachment 1	Contract Security Classification Specification, DD Form 254	24 Sept 2004	5
Attachment 2	Government Furnished Property List	5 Jan 2005	1

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 2 **B. EXHIBIT** A **C. CATEGORY:** TDP _____ TM _____ OTHER X

D. SYSTEM/ITEM JLENS Stimulator **E. CONTRACT/PR NO.** W9113M-05-C-0128 **F. CONTRACTOR** Decibel Research Inc.

1. DATA ITEM NO. A001 **2. TITLE OF DATA ITEM** System Requirements Specification **3. SUBTITLE** Hardware/Software Specifications

4. AUTHORITY (Data Acquisition Document No.) DI-SDMP-81465A **5. CONTRACT REFERENCE** SOW Para. 2.1 **6. REQUIRING OFFICE** SFAE-ASMD-JLN

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg
						Repro

16. REMARKS

Submit System Requirements Specification 90 days after contract award.

Approval: G30/C30

Subsequent submission as required.

Contractor format acceptable.

H. DATE 21 December 2004 **J. DATE** 22 Dec 04

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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 2	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>
---------------------------------------	------------------------	--

D. SYSTEM/ITEM JLENS Stimulator	E. CONTRACT/PR NO. W9113M-05-C-0128	F. CONTRACTOR Decibel Research, Inc.
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Software Design Description	3. SUBTITLE
---------------------------------	---	--------------------

4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81435A	5. CONTRACT REFERENCE SOW Para 2.1	6. REQUIRING OFFICE SFAE-ASMD-JLN
---	--	---

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES	
				Draft	Final	
					Reg	Repro
					3	

16. REMARKS Submit 60 days prior to each Design Review. Update as required. Contractor format acceptable. Approval: G30/C30	15. TOTAL →	3

G. PREPARED BY [REDACTED]	H. DATE 21 December 2004	I. APPROVED BY [REDACTED]	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000023

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 2	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>
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D. SYSTEM/ITEM JLENS Stimulator	E. CONTRACT/PR NO. W9113M-05-C-0128	F. CONTRACTOR Decibel Research, Inc.
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Technical Report - Study/Services	3. SUBTITLE Trade Studies
---------------------------------	---	-------------------------------------

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A	5. CONTRACT REFERENCE SOW Para 2.1	6. REQUIRING OFFICE SFAE-ASMD-JLN
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS The contractor shall provide technical reports for all studies and services conducted under contract as required. Contractor format acceptable. Approval: G30/C30							
				15. TOTAL		3	

	H. DATE 21 December 2004	I. APPROVED BY	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000024

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 2	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>
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D. SYSTEM/ITEM JLENS Stimulator	E. CONTRACT/PR NO. W9113M-05-C-0128	F. CONTRACTOR Decibel Research, Inc.
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1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Software Version Description	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81442A	5. CONTRACT REFERENCE SOW Para. 2.1.8	6. REQUIRING OFFICE SFAE-ASMD-JLN
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS	15. TOTAL →
<p>Content: The Software Version Description (SVD) for source code builds and executable code builds of modeling and simulation software shall be delivered 30 days prior to design reviews. The SVD and all associated documentation for all interim releases of software shall be delivered upon release. Contractor format acceptable.</p> <p>Media: The government will specify the media on which the contractor shall furnish software and documentation (i.e., DVD, CD, magnetic tape, etc.).</p> <p>Approval: G30/C30</p>	<p>(b)(6)</p> <p>3</p>

G. P. NO.	H. DATE 21 December 2004	I. APPROVED BY	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000026

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0701-0188

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A. CONTRACT LINE ITEM NO. 2 **B. EXHIBIT** A **C. CATEGORY:** TDP _____ TM _____ OTHER

D. SYSTEM/ITEM JLENS Stimulator **E. CONTRACT/PR NO.** W9113M-05-C-0128 **F. CONTRACTOR** Decibel Research, Inc.

1. DATA ITEM NO. A006 **2. TITLE OF DATA ITEM** Test Plan **3. SUBTITLE** Detailed Test Plan

4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80566 **5. CONTRACT REFERENCE** SOW Para. 3.0 **6. REQUIRING OFFICE** SFAE-ASMD-JLN

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

The contractor shall submit test plans for Stimulator development and acceptance tests, and JLENS program test that use the Stimulator 45 days prior to each test. The contractor shall submit test plans for analysis and evaluation support as required. Contractor format acceptable.

Approval: G20/C10

The contractor shall submit test plans 90 days prior to each JLENS program test which uses the Stimulator to support pre-test, test conduct, and post-test activities. Contractor format acceptable.

Approval: G30/C30

15. TOTAL → 3

G. [Redacted] **H. DATE** 21 December 2004 **I. APPROVED BY** [Redacted] **J. DATE**

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000027

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 2	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>
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D. SYSTEM/ITEM JLENS Stimulator	E. CONTRACT/PR NO. W9113M-05-C-0128	F. CONTRACTOR Decibel Research, Inc.
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1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Test / Inspection Reports	3. SUBTITLE Demo and Test Reports
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B	5. CONTRACT REFERENCE SOW Para. 3.0	6. REQUIRING OFFICE SFAE-ASMD-JLN
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION			
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	13. DATE OF SUBSEQUENT SUBMISSION Blk 16				
				Draft		Final	
						Reg	
						Repro	

16. REMARKS

The contractor shall submit Quick Look Reports 48 hours after Stimulator and JLENS program tests which are supported using the Stimulator. The Quick Look Reports shall not exceed three pages. Approval is not required.

The contractor shall submit a Test Report for each Stimulator and JLENS program test which the Stimulator was used to support pre-test, test conduct, or post-test activities. The contractor shall also submit a test report for each analysis / evaluation test supported by the Stimulator. The contractor shall submit test reports 30 days after each test.

Approval: G30/C30

The contractor shall submit a final test report 30 days after completing Stimulator testing.

Approval: G30/C30

Contractor format is acceptable for all test reports.

<div style="background-color: black; width: 100%; height: 100%;"></div>	3	
15. TOTAL →	3	

(b)(6)

G. PREPARED BY <div style="background-color: black; width: 100%; height: 20px;"></div>	H. DATE 21 December 2004	I. APPROVED BY	J. DATE
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(b)(6)

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 2 **B. EXHIBIT** A **C. CATEGORY:**
TDP _____ TM _____ OTHER X

D. SYSTEM/ITEM JLENS Stimulator **E. CONTRACT/PR NO.** W9113M-05-C-0128 **F. CONTRACTOR** Decibel Research, Inc.

1. DATA ITEM NO. A008 **2. TITLE OF DATA ITEM** Software User Manual **3. SUBTITLE**

4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81443A **5. CONTRACT REFERENCE** SOW Para 4.0 **6. REQUIRING OFFICE** SFAE-ASMD-JLN

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES
					Draft Final
					Reg Repr

16. REMARKS

The contractor shall submit User Manuals for government review and approval 90 days prior to first training class. The contractor shall update User Manuals as required.

Contractor format acceptable.

Approval: G30/C30

15. TOTAL → 3

H. DATE 21 December 2004 **I. APPROVED BY** **J. DATE**

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000029

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 2	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>
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D. SYSTEM/ITEM JLENS Stimulator	E. CONTRACT/PR NO. W9113M-05-C-0128	F. CONTRACTOR Decibel Research, Inc.
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1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Integrated Support Plan	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80395	5. CONTRACT REFERENCE SOW Para. 5.0	6. REQUIRING OFFICE SFAE-ASMD-JLN
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION 180 DAC	14. DISTRIBUTION	
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES
					Draft
					Final
					Reg
					Repro

16. REMARKS Subsequent submission as directed by the JLENS PO Logistics POC. The Integrated Support Plan shall include: a. Maintenance plan for the Stimulator, including failure analysis/diagnostics and on site resolution of system anomalies. b. Equipment plan for the Stimulator, including cost, quantity, and required delivery date for all GFE equipment. c. Training plan for the Stimulator. d. Deployment plan for the Stimulator, including specific information required to pack, ship, and integrate system at field sites. e. Manuals and documentation required for system operations and maintenance to be delivered with the system. f. Recommended spares list to support Stimulator operation for a period of 12 months. Contractor format acceptable. Approval: G30/C30					
					15. TOTAL

	H. DATE 21 December 2004	I. APPROVED BY	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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(b)(6)

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. **2** B. EXHIBIT **A** C. CATEGORY: TDP _____ TM _____ OTHER **X**

D. SYSTEM/ITEM **JLENS Stimulator** E. CONTRACT/PR NO. **W9113M-05-C-0128** F. CONTRACTOR **Decibel Research, Inc.**

1. DATA ITEM NO. **A010** 2. TITLE OF DATA ITEM **Funds Manhour Expenditure Report (FMER)** 3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) **DI-FNCL-80331** 5. CONTRACT REFERENCE **SOW Para. 9.0** 6. REQUIRING OFFICE **SFAE-ASMD-JLN**

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES
					Draft
					Final
					Reg
					Repro

15. REMARKS
Item 12: 20 calendar days after close of accounting month after contract award.
Item 13: 20 days after close of accounting month.
Tailor DID, preparation instruction, 10.3.2, funds expenditure graph is not required.
Contractor format acceptable. The contractor shall submit the FMER in electronic format compatible with Microsoft Office.

15. TOTAL → **3**

G. **[REDACTED]** H. DATE **21 December 2004** I. APPROVED BY **[REDACTED]** J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 2	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>
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D. SYSTEM/ITEM JLENS Stimulator	E. CONTRACT/PR NO. W9113M-05-C-0128	F. CONTRACTOR Decibel Research, Inc.
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1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM Contract Funds Status Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468	5. CONTRACT REFERENCE SOW Para. 9.0	6. REQUIRING OFFICE SFAE-ASMD-JLN
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS Submit concurrent with FMER. Columns 2-10 of Blocks 12, 13, and 14 shall be headed to show a 6 month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at level 1. The contractor shall submit the CFSR in electronic format compatible with Microsoft Office. Approval: G30/C30							
					15. TOTAL		3

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

G.	H. DATE 21 December 2004	I. APPROVED BY	J. DATE
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(b)(6)

000032

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 2 **B. EXHIBIT** a **C. CATEGORY:**
TDP _____ TM _____ OTHER X

D. SYSTEM/ITEM JLENS Stimulator **E. CONTRACT/PR NO.** W9113M-05-C-0128 **F. CONTRACTOR** Decibel Research, Inc.

1. DATA ITEM NO. A012 **2. TITLE OF DATA ITEM** Contractor's Progress, Status, and Management Report **3. SUBTITLE** Monthly Status Report

4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227 **5. CONTRACT REFERENCE** SOW Para. 9.0 **6. REQUIRING OFFICE** SFAE-ASMD-JLN

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE NA		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES
						Final
						Draft
						Reg
						Repro

16. REMARKS
The DID is tailored as follows:

Paragraph 10.3 Content - Items g, h, i, and k are not required. Contractor format acceptable.

The contractor shall submit the first Monthly status 30 DAC, and monthly thereafter.

15. TOTAL → 3

G. P [Redacted] **H. DATE** 21 December 2004 **I. APPROVED BY** [Redacted] **J. DATE**

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000033

Attachment 1

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION		1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)		a. FACILITY CLEARANCE REQUIRED ██████████	
		b. LEVEL OF SAFEGUARDING REQUIRED ██████████	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
X	a. PRIME CONTRACT NUMBER RFP W9113M-05-R-0008	X	a. ORIGINAL (Complete date in all cases) 040924 Date (YYMMDD)
	b. SUBCONTRACT NUMBER		b. Revised (Supersedes all previous specs) Revision No. Date (YYMMDD)
	c. SOLICITATION OR OTHER NUMBER		c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)
Due Date (YYMMDD)			
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE DECIBEL RESEARCH INC. P.O. BOX 5368 HUNTSVILLE, AL 35814		b. CAGE CODE 3B2J2	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service Southeast Region, Huntsville Field Office 3216 Little John Road Redstone Arsenal, AL 35898
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 Collateral Access: Same as block 6.a. ██		b. CAGE CODE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Systems Engineering			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
YES NO		YES NO	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS 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	
h. FOREIGN GOVERNMENT INFORMATION		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		l. OTHER (Specify)	
k. OTHER UCI		See Item 13	

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(7)(e)

000034

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)

Program Executive Officer Air, Space and Missile Defense, P.O. Box 1500, Huntsville, AL

35807-3801

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.)

The contractor will have access to (b) (7)(E) Information ONLY at other contractor and government facilities, which have been approved by the (b) (7)(E)

(b) (7)(E) information will not be released to DTIC.

The following guides relate to this effort:

(b) (7)(E)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (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.)

Yes No

(b) (7)(E) - See Block 13, Remarks

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes No

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) (6)	b. TITLE (b) (6)	c. TELEPHONE (Include Area Code) (256) 955-2438												
d. ADDRESS (Include Zip Code) JLENS Project Office ATTN: SAFE-ASMD-JLN P.O. Box 1500 Huntsville, AL 35807-3801	17. REQUIRED DISTRIBUTION													
e. SIGNATURE (b) (6)	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>a. CONTRACTOR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>b. SUBCONTRACTOR</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td> </tr> <tr> <td><input type="checkbox"/></td> <td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td> </tr> <tr> <td><input type="checkbox"/></td> <td>e. ADMINISTRATIVE CONTRACTING OFFICER</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>f. TMO</td> </tr> </table>		<input checked="" type="checkbox"/>	a. CONTRACTOR	<input type="checkbox"/>	b. SUBCONTRACTOR	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	<input checked="" type="checkbox"/>	f. TMO
<input checked="" type="checkbox"/>	a. CONTRACTOR													
<input type="checkbox"/>	b. SUBCONTRACTOR													
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR													
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION													
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER													
<input checked="" type="checkbox"/>	f. TMO													

000035

[REDACTED]

[REDACTED]

(b)(7)(e)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b)(7)(e)

[REDACTED]

[REDACTED]

[REDACTED]

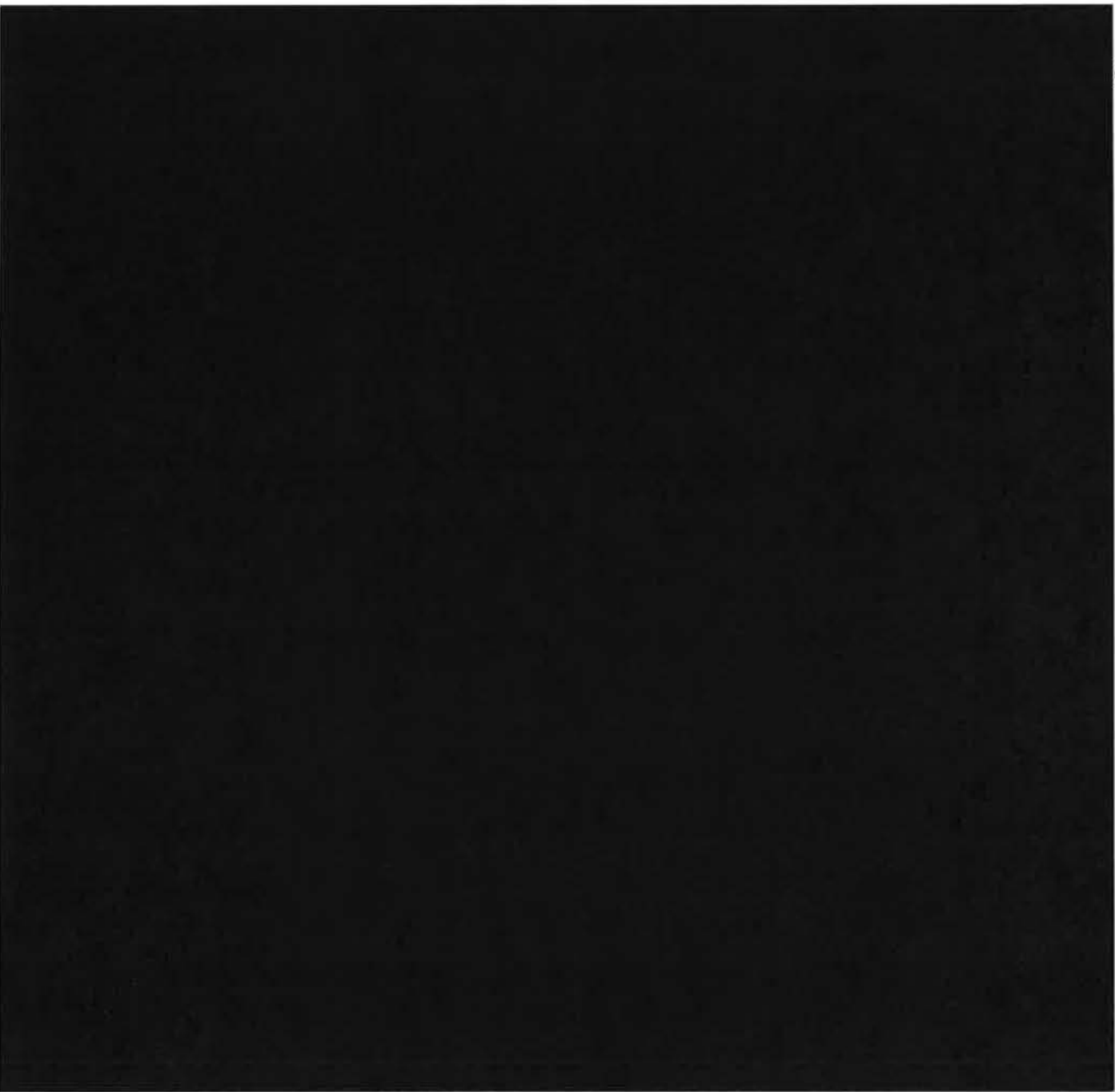
[REDACTED]

[REDACTED]

[REDACTED]

000036

(b)(7)(e)



REFERENCE BLOCK III:

a. Use of Non-U.S. Citizens:

(1) Prior approval to use non-U.S. citizens on this contract must be obtained from the PEO ASMD Contracting Officer (CO) and PEO ASMD Foreign Disclosure Officer (FDO). However, if approval is granted, U.S. export Laws still apply and the contractor must obtain required export licenses. When requesting non-U.S. citizen access to the contract include the individual's full name, date and place of birth, social security account number and official status within the U.S.

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(2) The contractor is not authorized to release any data to foreign nationals or foreign representatives without an approved export license.

(3) Sub-contracting with foreign industry is not allowed unless approved by the USASMDC CO and the PEO ASMD FDO. Foreign sub-contractors must agree that only citizens of their country or the U.S. will be allowed to perform on the contract. The U.S. Contractor is responsible for obtaining export licenses and providing the license number to the USASMDC CO and PEO ASMD FDO.

(4) The contractor is not authorized to release information, orally, visually, or documentary to anyone not associated with this contract.

c. All questions regarding security requirements indicated herein will be referred to the Program Security Manager of the Contracting Officer.

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Items	Qty	Unit Price	Total Price
[REDACTED]			
Grand Total			[REDACTED]

(b)(4)

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

000039

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

U	1	2
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2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 09-Dec-2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM-SN [REDACTED] PO 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 35898-0001	

(b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P O. BOX 5388 HUNTSVILLE AL 35814-5388	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128
	X 10B. DATED (SEE ITEM 13) 04-Apr-2005

CODE **3B2J2** 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) 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.)
Provides FY06 incremental funding in the amount of \$500,000 for the Basic effort.

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. [REDACTED] EMAIL: [REDACTED]		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED]	16C. DATE SIGNED 09-Dec-2005
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

(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

000040

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed:

From: DELIVERY DATE To: DELIVERY DATE
 19 mths. ADC 04-NOV-2006

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 \$500,000.00 from \$706,000.00 to \$1,206,000.00.

CLIN 0001:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$500,000.00 from \$0.00 to \$500,000.00
The contract ACRN AB has been added.

The following have been modified:

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

CLINs 0001 and 0002 (Basic)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,792,489	\$0	\$1,792,489
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$706,000	\$500,000	\$1,206,000
5. Net Amount Required for Full Funding:	\$1,086,489	(\$500,000)	\$586,489

(b)(4)

Estimated Period of Performance the Allotted Amount Will Cover:

15 Apr 06

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 01-Feb-2006	4. REQUISITION/PURCHASE REQ. NO.		U 1 2
6. ISSUED BY CODE W9113M U.S. ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM-SM PO BOX 1500 HUNTSVILLE AL 35897-3801		7. ADMINISTERED BY (If other than item 6) CODE S0107A DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128	
				X 10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 3B2J2		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) Unilateral: FAR 52.232-22 Limitation of Funds.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Incremental funding in the amount of \$520,100 is hereby obligated for CLIN 0001.					
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]		
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 01-Feb-2006

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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 \$520,100.00 from \$1,206,000.00 to \$1,726,100.00.

CLIN 0001:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$520,100.00 from \$500,000.00 to \$1,020,100.00

The following have been modified:

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

CLINs 0001 and 0002 (Basic)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,792,489	\$0	\$1,792,489
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$1,206,000	\$520,100	\$1,726,100
5. Net Amount Required for Full Funding:	\$586,489	(\$520,100)	\$66,389

(b)(4)

Estimated Period of Performance the Allotted Amount Will Cover:

15 Sept 06

(End of Summary of Changes)

000043

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1 3	
2. AMENDMENT/MODIFICATION NO. F00003	3. EFFECTIVE DATE 20-Jul-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (if applicable)		
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDCC-RDCM-S PO 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 35898-0001		CODE S0107A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5388 HUNTSVILLE AL 35814-5388				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128	
				X	10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 3B2J2		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) FAR 52.232-22 and Sec. H Clause "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: [REDACTED] Provides \$66,389 to fully fund the basic effort (CLIN 0001); exercises Option I (CLIN 0003) in its entirety for 24,672 DPPH and provides incremental funding of \$193,611.						
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]			
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY [REDACTED]		20-Jul-2006	
			(Signature of Contracting Officer)			

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,918,226.00 from \$1,792,489.00 to \$4,710,715.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The option status has changed from Option to Option Exercised.

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 \$260,000.00 from \$1,726,100.00 to \$1,986,100.00.

CLIN 0001:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$66,389.00 from \$1,020,100.00 to \$1,086,489.00

CLIN 0003:

AB: 216 2040 5L 5L68 P172419E55 255Y 4M6J730100 S01021 4M6J730100/64MJLE/4MJLEN was increased by \$193,611.00 from \$0.00 to \$193,611.00

The contract ACRN AB has been added.

000045

The following have been modified:

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

CLINs 0001 and 0002 (Basic)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,792,489	\$0	\$1,792,489
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$1,726,100	\$66,389	\$1,792,489
5. Net Amount Required for Full Funding:	\$66,389	(\$66,389)	\$0

(b)(4)

CLINs 0003 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	\$0	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	\$0	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$0	\$193,611	\$193,611
5. Net Amount Required for Full Funding:	\$2,918,226	(\$193,611)	\$2,724,615

(b)(4)

(End of Summary of Changes)

000046

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 24 Aug 06	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND BMD0-RDCM PO BOX 1800 HUNTSVILLE AL 35897-2801	CODE WB113M	7. ADMINISTERED BY (16a for this item 6) DCMA HUNTSVILLE BUILDING 400, SUITE 201 MARTIN ROAD HUNTSVILLE AR 72401-0301		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECBEL RESEARCH, INC P. O. BOX 5088 HUNTSVILLE AL 35894-5088			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			* 10A. MOD. OF CONTRACT/ORDER NO. WB113M-05-C-0128	
			* 10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 3B2.2			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 included 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 paylog 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 FAR 43.103(A) and mutual agreement of the parties.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Revises distribution address for DD Form 1423, Contract Data Requirements List (CDRL). Removes approval requirement for CDRL A011.				
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]	
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	
[REDACTED]			8/26/2006	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)			16B. OFFICER'S NAME OF AMERICA	
[REDACTED]			BY [REDACTED]	
[REDACTED]			16C. DATE SIGNED	
[REDACTED]			24 Aug 06	
16B. OFFICER'S NAME OF AMERICA (Signature of Contracting Officer)			[REDACTED]	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

000047

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified. Changes are shown in bold:

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

SECTION J - LIST OF ATTACHMENTS

<u>IDENTIFIER</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	19 July 2006	12
Attachment 1	Contract Security Classification Specification, DD Form 254	24 Sept 2004	5
Attachment 2	Government Furnished Property List	5 Jan 2005	1

(End of Summary of Changes)

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188							
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.											
A. CLIN		B. Exhibit		C. Category							
2		A		<input type="radio"/> TDP <input type="radio"/> TM <input checked="" type="radio"/> Other							
D. System/Item				E. Contract/PR No		F. Contractor					
JLENS STIMULATOR				W9113M-05-C-0128		DeciBel Research, Inc.					
1. SEQNO		2. Title of Data Item			3. Subtitle						
A004		Scientific and Technical Summaries			JLENS Stimulator System Model						
4. Authority (DID) Rev		5. Contract Reference				6. Requiring Office					
DI-MISC-80048		SOW Para 2.1.7				SFAE-MSLS-CMDS-JLN					
7. DD250 Req.		9. Dist.		10. Frequency		12. First Sub. Date					
LT				ASREQ		Blk 16					
8. APP Code		11. AOD		13. Subseq Sub. Date		14. Distribution					
A		F		N/A		Blk 16					
16. Remarks		a. Addressee		b. Copies		Final					
Blk 8: Government will provide approval/disapproval 30 days after receipt. The Contractor shall resubmit corrected version 30 days after receipt of Government comments. Blks 12 and 13: Engineering Modeling and Simulation (M&S) results shall be provided for review at DRs. The results shall include assumptions and special provisions influencing M&S. The contractor shall deliver source code and executable code builds of Stimulator Software. Contractor format acceptable.		SFAE-MSLS-CMDS-JLNS-PT-CM		Draft		Reg		Repro			
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G. Prepared By		H. Date		I. Approved By				J. Date			
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17. Price Group		18. Estimated Total Price		Page No. 4 Of Page No. 16							
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D. System/Item				E. Contract/PR No		F. Contractor									
JLENS STIMULATOR				W9113M-05-C-0128		DeciBel Research, Inc.									
1. SEQNO		2. Title of Data Item			3. Subtitle										
A005		Software Version Description													
4. Authority (DID)		Rev		5. Contract Reference			6. Requiring Office								
DI-IPSC-81442		A		SOW Para 2.1.8			SFAE-MSLS-CMDS-JLN								
7. DD250 Req.		9. Dist.	10. Frequency		12. First Sub. Date		14. Distribution								
LT			ASREQ		Blk 16										
8. APP Code			11. AOD		13. Subseq Sub. Date		b. Copies								
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a. Addressee	Draft	Final													
		Reg	Repro												
16. Remarks															
<p>Blk 8: Government will provide approval/disapproval 30 days after receipt. The Contractor shall resubmit corrected version 30 days after receipt of Government comments.</p> <p>Blks 12 and 13: The Software Version Description Document (SVD) for source code builds and executable code builds of modeling and simulation software shall be delivered 30 days prior to design reviews. The SVD and all associated documentation for all interim releases of software shall be delivered upon release. Contractor format acceptable.</p> <p>Media: The Government will specify the media on which the contractor shall furnish the software and documentation (i.e. DVD, CD, magnetic tape, etc.)</p>															
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15. Total		0		3		0									
G. Prepared By		H. Date		I. Approved By		J. Date									
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17. Price Group		18. Estimated Total Price		Page No. 5 Of Page No. 16											

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D. System/Item				E. Contract/PR No		F. Contractor			
JLENS STIMULATOR				W9113M-05-C-0128		DeciBel Research, Inc.			
1. SEQNO		2. Title of Data Item			3. Subtitle				
A006		Test Plan			Detailed Test Plan				
4. Authority (DID) Rev		5. Contract Reference				6. Requiring Office			
DI-NDTI-80566		SOW Para 3.0				SFAE-MSLS-CMDS-JLN			
7. DD250 Req.		9. Dist.		10. Frequency		12. First Sub. Date			
LT				ASREQ		Blk 16			
8. APP Code		11. AOD		13. Subseq Sub. Date		14. Distribution			
A		F		N/A		Blk 16			
16. Remarks		a. Addressee		b. Copies					
Blk 8: Government will provide approval/disapproval 20 days after receipt. The Contractor shall resubmit corrected version 10 days after receipt of Government comments. Blks 12 and 13: The contractor shall submit test plans for Stimulator development and acceptance tests, and JLENS program test that use the Stimulator 45 days prior to each test. The contractor shall submit test plans for analysis and evaluation support as required. Contractor format acceptable. The contractor shall submit test plans 90 days prior to each JLENS program test which uses the Stimulator to support pre-test, test conduct, and post test activities. Contractor format acceptable.		SFAE-MSLS-CMDS-JLNS-PT-CM		Draft		Final			
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17. Price Group		18. Estimated Total Price		Page No. 6 Of Page No. 16					
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D. System/Item				E. Contract/PR No		F. Contractor	
JLENS STIMULATOR				W9113M-05-C-0128		Decibel Research, Inc.	
1. SEQNO		2. Title of Data Item			3. Subtitle		
A007		Test /Inspection Reports			Demo and Test Reports		
4. Authority (DID)		Rev		5. Contract Reference			6. Requiring Office
DI-NDTI-80809		B		SOW Para 3.0			SFAE-MSLS-CMDS-JLN
7. DD250 Req.		9. Dist.	10. Frequency	12. First Sub. Date		14. Distribution	
LT			ASREQ	Blk 16			
8. APP Code			11. AOD	13. Subseq Sub. Date		a. Addressee	
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						Final	
						Reg	
						Repro	
16. Remarks							
Blk 8: Government will provide approval/disapproval 30 days after receipt. The Contractor shall resubmit corrected version 30 days after receipt of Government comments.							
Blks 12 and 13: The contractor shall submit Quick Look Reports 48 hours after Stimulator and JLENS program tests which are supported using the Stimulator. The Quick Look Reports shall not exceed three pages. Approval is not required.							
The contractor shall submit a Test Report for each Stimulator and JLENS program test which the Stimulator was used to support pre-test, test conduct, or post-test activities. The contractor shall submit a test report for each analysis/evaluation test supported by the Stimulator. The contractor shall submit test reports 30 days after each test.							
The contractor shall submit a final test report 30 days after completing Stimulator testing.							
Contractor format is acceptable for all test reports.							
15. Total						0 3 0	
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17. Price Group		18. Estimated Total Price		Page No. 7 Of Page No. 16			

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D. System/Item				E. Contract/PR No		F. Contractor							
JLENS STIMULATOR				W9113M-05-C-0128		DeciBel Research, Inc.							
1. SEQNO		2. Title of Data Item			3. Subtitle								
A008		Software User Manual											
4. Authority (DID)		Rev		5. Contract Reference		6. Requiring Office							
DI-IPSC-81443		A		SOW Para 4.0		SFAE-MSLS-CMDS-JLN							
7. DD250 Req.		9. Dist.		10. Frequency		12. First Sub. Date							
LT				ASREQ		Blk 16							
8. APP Code				11. AOD		13. Subseq Sub. Date							
A		F		N/A		Blk 16							
16. Remarks				14. Distribution									
Blk 8: Government will provide approval/disapproval 30 days after receipt. The Contractor shall resubmit corrected version 30 days after receipt of Government comments. Blks 12 and 13: The contractor shall submit User Manuals for government review and approval 90 days prior to first training class. The contractor shall update the User Manuals as required. Contractor format is acceptable.				a. Addressee		b. Copies							
								Final					
						Draft		Reg		Repro			
				SFAE-MSLS-CMDS-JLNS-PT-CM				0		3		0	
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G. Prepared By		H. Date		I. Approved By		J. Date							
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17. Price Group		18. Estimated Total Price		Page No. 8 Of Page No. 16									
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JLENS STIMULATOR				W9113M-05-C-0128		DeciBel Research, Inc.	
1. SEQNO		2. Title of Data Item			3. Subtitle		
A009		Integrated Support Plan					
4. Authority (DID) Rev		5. Contract Reference				6. Requiring Office	
DI-ILSS-80395		SOW Para 5.0				SFAE-MSLS-CMDS-JLN	
7. DD250 Req.		9. Dist.		10. Frequency		12. First Sub. Date	
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						Repro	
16. Remarks							
Blk 8: Government will provide approval/disapproval 30 days after receipt. The Contractor shall resubmit corrected version 30 days after receipt of Government comments.							
Blk 13: Subsequent submissions as directed by JLENS PO Logistics POC.							
The Integrated Support Plan shall include:							
a. Maintenance plan for the Stimulator, including failure analysis/diagnostics and on site resolutions of system anomalies.							
b. Equipment plan for the Stimulator, including cost, quality, and required delivery of all GFE equipment.							
c. Training plan for the Stimulator.							
d. Deployment plan for the Stimulator, including specific information required to pack, ship, and integrate system at field sites.							
e. Manuals and documentation required for system operations and maintenance to be delivered with the system.							
f. Recommended spares list to support Stimulator operation for a period of 12 months.							
Contractor format is acceptable.							
15. Total						0 3 0	
G. Prepared By		H. Date		I. Approved By		J. Date	
[Redacted]		07/17/06		[Redacted]		07/19/06	
17. Price Group		18. Estimated Total Price		Page No. 9 Of Page No. 16			
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A010	Funds Manhour Expenditure Report (FMER)																																																																																																																																																																														
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7/19/2006

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.							
A. CLIN		B. Exhibit		C. Category			
2		A		<input type="radio"/> TDP <input type="radio"/> TM <input checked="" type="radio"/> Other			
D. System/Item				E. Contract/PR No		F. Contractor	
JLENS STIMULATOR				W9113M-05-C-0128		DeciBel Research, Inc.	
1. SEQNO	2. Title of Data Item			3. Subtitle			
A011	Contract Funds Status Report						
4. Authority (DID) Rev		5. Contract Reference			6. Requiring Office		
DI-MGMT-81468		SOW Para 9.0			SFAE-MSLS-CMDS-JLN		
7. DD250 Req.	9. Dist.	10. Frequency	12. First Sub. Date	14. Distribution			
LT		MTHLY	Blk 16				
8. APP Code		11. AOD	13. Subseq Sub. Date	a. Addressee		b. Copies	
NA	F	N/A	Blk 16			Draft Final Reg Repro	
16. Remarks				15. Total			
Blks 12 and 13: Submit concurrent with FMER. Columns 2-10 of Blocks 12, 13, and 14 shall be headed to show a 6 month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at level 1. The contractor shall submit the CFSR in electronic format compatible with Microsoft Office.				SFAE-MSLS-CMDS-JLNS-PT-CM 0 3 0			
G. Prepared By		H. Date		I. Approved By		J. Date	
		07/17/06				07/19/06	
17. Price Group	18. Estimated Total Price			Page No. 11 Of Page No. 16			
DD Form 1423-1, Jun 90 (Computer Generated) Previous editions are obsolete							

(b)(6)

000059

(b)(3)

7/19/2006

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.							
A. CLIN		B. Exhibit		C. Category			
2		A		<input type="radio"/> TDP <input type="radio"/> TM <input checked="" type="radio"/> Other			
D. System/Item				E. Contract/PR No		F. Contractor	
JLENS STIMULATOR				W9113M-05-C-0128		Decibel Research, Inc.	
1. SEQNO		2. Title of Data Item			3. Subtitle		
A012		Contractor's Progress, Status, and Mgt Report			Monthly Status Report		
4. Authority (DID) Rev		5. Contract Reference				6. Requiring Office	
DI-MGMT-80227		SOW Para 9.0				SFAE-MSLS-CMDS-JLN	
7. DD250 Req.		9. Dist.		10. Frequency	12. First Sub. Date	14. Distribution	
LT		F		MTHLY	Blk 16	b. Copies	
8. APP Code		11. AOD		13. Subseq Sub. Date		a. Addressee	
NA		N/A		Blk 16		Draft Final Reg Repro	
16. Remarks							
The DID is tailored as follows: Paragraph 10.3 Content- Items g, h, i, and k are not required. Contractor format is acceptable. Blks 12 and 13: The contractor shall submit the first Monthly status 30 DAC, and monthly thereafter.							
SFAE-MSLS-CMDS-JLNS-PT-CM						0	
						3	
						0	
15. Total						0 3 0	
G. Prepared By		H. Date		I. Approved By		J. Date	
[Redacted]		07/17/06		[Redacted]		07/19/06	
17. Price Group		18. Estimated Total Price					
Page No. 12 Of Page No. 16							
DD Form 1423-1, Jun 90 (Computer Generated) Previous editions are obsolete							

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(b)(3)

7/19/2006

[Redacted]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 01-Nov-2006	4. REQUISITION/PURCHASE REQ. NO.	U	1 3
6. ISSUED BY (CODE) US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO 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 35898-0001	5. PROJECT NO. (if applicable) S0107A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT ORDER NO. W9113M-05-C-0128		
			X 10B. DATED (SEE ITEM 13) 04-Apr-2005		
CODE 3B2J2		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 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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Provides incremental funding in the amount of \$1,262,000 for CLIN 0003, Option I.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL [REDACTED] EMAIL [REDACTED]		
15B. CONTRACTOR OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				B [REDACTED] (Signature of Contracting Officer)	
				16C. DATE SIGNED 01-Nov-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) 53.243

000061

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301		1,262.000	Dollars, U.S.		
	CPFF				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$1,262,000.00
	ACRN AC				\$1,262,000.00
	CIN: 00000000000000000000000000000000				

 (b)(4)


SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE

19-JUL-2008

The following have been modified. Changes are shown in bold:

- a. CLINs 0001/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0001 and 0002 within nineteen (19) months after the effective date of the contract.
- b. CLINs 0003/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0003 and 0002 within twenty-four (24) months after the effective date of the option exercise, **NLT 19 July 2008.**
- c. CLINs 0004/0002: The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0004 and 0002 within twenty-four (24) months after the effective date of the option exercise.

000062

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,262,000.00 from \$1,986,100.00 to \$3,248,100.00.

SUBCLIN 000301:

Funding on SUBCLIN 000301 is initiated as follows:

ACRN: AC

CIN: 00000000000000000000000000000000

Acctng Data: 217 2040 5L 5L68 P172419E555L 255Y 4M7J730100 S01021 4M7J730100/74MJLE/4M

Increase: \$1,262,000.00

Total: \$1,262,000.00

The following have been modified:

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

CLINs 0003 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$193,611	\$1,262,000	\$1,455,611
5. Net Amount Required for Full Funding:	\$2,724,615	(\$1,262,000)	\$1,462,615

(b)(4)

(End of Summary of Changes)

000063.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE: U PAGE OF PAGES: 1 | 3

5. AMENDMENT/MODIFICATION NO: **P00006** EFFECTIVE DATE: **13 MAR 07** 1. REQUISITION/PURCHASE REQ. NO. PROJECT NO. (if applicable):

6. ISSUED BY: CODE: **W9113M** 7. ADMINISTERED BY: (If other than Item 6) CODE: **S0107A**
 US ARMY SPACE & MISSILE DEFENSE COMMAND
 SMDC-RDCM
 PO BOX 1500
 HUNTSVILLE AL 35897-3801
 DCMA HUNTSVILLE
 BUILDING 4505, SUITE 301
 MARTIN ROAD
 REDSTONE ARSENAL AL 35896-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
 DECIBEL RESEARCH INC
 P O BOX 5368
 HUNTSVILLE AL 35814-5368

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO
 W9113M-05-C-0128
 10B. DATED (SEE ITEM 13)
 X 04 Apr 2005

CODE: **362J2** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended is not extended.
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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) FAR 43.103(A) and mutual agreement of the parties.
 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.)
 Modification Control Number: **[REDACTED]**
 This modification changes the Technical Monitor and revises Sec. H clause "Public Release of Information"

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 15B. SIGNATURE OF OFFEROR 15C. DATE SIGNED: **3/12/07** 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED: **13 mar 07**
 (Signature of person authorized to sign) (Signature of Contracting Officer)

000064

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	SMDC-CM-CN	SFAE-MSLS-CMDS-JLN
TELEPHONE NUMBERS: COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	[REDACTED]
EMAIL:	[REDACTED]	[REDACTED]

(b)(6)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

PUBLIC RELEASE OF INFORMATION:

The release of information to the public shall be governed by the JLENS Security Classification Guide. Request for release shall be submitted to the PEO Missile and Space, JLENS Product Office, ATTN: SAFE-MSLS-CMDS-JLN, Program Security Manager, P. O. Box 1500 Huntsville, Alabama 35807-3801. [REDACTED]

(b)(7)

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

Name	Office symbol	Phone Number
[REDACTED]	SFAE-MSLS-CMDS-JLN	[REDACTED]

(b)(6)

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and


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development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

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

(End of Summary of Changes)

000066

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 3 APR 07	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4605, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P. O. BOX 5368 HUNTSVILLE AL 35814-5368			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128	
			X	10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 382J2	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: (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 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 52.243-2 ALT. V Changes-Cost Reimbursement and mutual agreement of parties.					
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: XXXXXXXXXX The Government and the Contractor agree to a Not-To-Exceed (NTE) amount of \$47,888 for the relocation of GFE and support for the JLENS Stimulator Development/HDMML from the JLENS Product Office to the Contractor's facility in accordance with Government request dated 26 March 2007. Pursuant to the Limitation of Funds clause, funds in the amount of \$47,888 are hereby obligated for commencement of work related to this effort. DD Form 254, Contract Security Classification Specification, Revision 2 dated 20 Mar 2007, is hereby incorporated into contract.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereto be 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)		
XXXXXXXXXX			XXXXXXXXXX		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	UNITED STATES OF AMERICA		16C. DATE SIGNED	
	4/3/2007	BY 		30 APR 07	
(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

000067

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Change Order CPFF Effort required for relocation of GFE and support for the JLENS Stimulator Development/HDWIL from the JLENS Product Office to the contractor's facility in accordance with Government request dated 26 March 2007. FOB: Destination		DPPH		
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$47,888*

***NOT-TO-EXCEED (NTE) AMOUNT, INCLUDING FEE, SUBJECT TO DOWNWARD ADJUSTMENT ONLY.**

SUBCLIN 000501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501	Change Order CPFF Work as set forth in CLIN 0005. FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AD CIN: 00000000000000000000000000000000				\$47,888.00

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0005 and SUBCLIN 000501:

DELIVERY DATE

POP 03-APR-2007 TO 30-SEP-2007

000068

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 \$47,888.00 from \$3,248,100.00 to \$3,295,988.00.

SUBCLIN 000501:

Funding on SUBCLIN 000501 is initiated as follows:

ACRN: AD

CIN: 00000000000000000000000000000000

Acctng Data: 217 2040 5L 5L68 P172419E555L 255Y 4M7J733000 S01021 4M7J733000/74MJLE/4M

Increase: \$47,888.00

Total: \$47,888.00

The following have been added by full text:

CHANGE ORDER INCREMENTAL FUND

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 at FAR 52.232-22 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.

CLIN 0005	
1. Amount Required for Full Funding:	\$47,888 NTE
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	TBD
3. Amount Separately Obligated for Payment of Fee:	TBD
4. Total Amount Allotted and Obligated:	\$47,888
5. Net Amount Required for Full Funding:	TBD

000069

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified. Changes shown in bold:

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

SECTION J - LIST OF ATTACHMENTS

<u>IDENTIFIER</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	19 July 2006	12
Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 2)	20 Mar 2007	6
Attachment 2	Government Furnished Property List	5 Jan 2005	1

(End of Summary of Changes)

0000.70

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. F00008	3. EFFECTIVE DATE 28-Jun-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO 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 35896-0001		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128	
			X	10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 3B2J2	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) 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.) Modification Control Number: [REDACTED] Provide incremental funding in the amount of \$108,000 for CLINs 0003 and 0002, Option 1.					
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]		
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		
[REDACTED]			BY [REDACTED]		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		
15C. DATE SIGNED		16C. DATE SIGNED			
[REDACTED]		28-Jun-2007			

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

000071

(b)(6)



(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301		108,000	Dollars, U.S.		
	CPFF				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$108,000.00
	ACRN AC				\$108,000.00
	CIN: 00000000000000000000000000000000				

(b)(4)

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 \$108,000.00 from \$3,295,988.00 to \$3,403,988.00.

SUBCLIN 000301:

AC: 217 2040 5L 5L68 P172419E555L 255Y 4M7J730100 S01021 4M7J730100/74MJLE/4M (CIN 00000000000000000000000000000000)

Increase: \$108,000.00

Total: \$108,000.00

0000'72'

The following have been modified:

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

CLINs 0003 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$1,455,611	\$108,000	\$1,563,611
5. Net Amount Required for Full Funding:	\$1,462,615	(\$108,000)	\$1,354,615

(b)(4)

(End of Summary of Changes)

0000 73

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 5
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 29-Oct-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE WB9113M	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. WB9113M-05-C-0128	
				X 10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 3B2J2		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 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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 43.103 (a) Mutual Agreement, The "Changes" Clause and Limitation of Funds					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] The purpose of this Modification P00009 is to: (1) correct CLIN 0003 Option I, SubCln 000301, ACRN: AC - funding total from P0005 and P0008; (2) add incremental funding to SubCln 000302 in the amount of \$1,354,615 to fully fund CLIN 0003 (3) Exercise CLIN 0004 Option II and incrementally fund SubCln 000401 in the amount of \$108,385 and (4) to definitize CLIN 0005 by decreasing SubCln 000501 from \$47,888 to the definitized amt of \$35,649.					
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]				15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
[REDACTED]				16C. DATE SIGNED 30 Oct 2007	
[REDACTED]				[REDACTED]	

(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

000074

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,658,360.00 from \$4,710,715.00 to \$6,369,075.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000301

Corrected funding total for ACRN: AC from Modifications P00005 and P00008 to a total amount of \$1,370,000.

SUBCLIN 000302

Incrementally funded in the amount of \$1,354,615 to fully fund CLIN 0003.

CLIN 0004

The option status has changed from Option to Option Exercised. Also, incrementally funded SUBCLIN 000401 in the amount of \$108,385.

SUBCLIN 000501

A definitized action has occurred in this modification decreasing NTE amount of \$47,888 to definitized amount of \$35,649.

000075

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

CLINs 0003 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$1,563,611	\$1,354,615	\$2,918,226
5. Net Amount Required for Full Funding:	\$1,354,615	(\$1,354,615)	\$0

(b)(4)

CLINs 0004 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,622,711	\$0	\$1,622,711
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	\$0	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	\$0	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$0	\$108,385	\$108,385
5. Net Amount Required for Full Funding:	\$1,622,711	(\$108,385)	\$1,514,326

(b)(4)

CLIN 0005	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$47,888 NTE	(\$12,239)	\$35,649 Defintized Amt
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	TBD	\$0	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	TBD	\$0	[REDACTED]
4. Total Amount Allotted and Obligated:	\$47,888	(\$12,239)	\$35,649
5. Net Amount Required for Full Funding:	TBD	(\$12,239)	\$0 Defintized & fully funded

(b)(4)

000076

SUBCLIN 000302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	CLIN 0003 and 0002 Option I CPFF SOW per instructions in CLIN 0003. FOB: Destination		DPPH		
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>
	ACRN AE CIN: 00000000000000000000000000000000				\$1,354,615.00

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Funding for CLINs 0004 and 0002 Option II CPFF SOW per CLIN 0004 FOB: Destination		DPPH		
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>
	ACRN AE CIN: 00000000000000000000000000000000				\$108,385.00

000077

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 \$2,712,761.00 from \$2,141,988.00 to \$4,854,749.00.

SUBCLIN 000301:

AC: 217 2040 5L 5L68 P172419E555L 255Y 4M7J730100 S01021 4M7J730100/74MJLE/4M (CIN 000000000000000000000000000000) was increased by \$1,262,000.00 from \$108,000.00 to \$1,370,000.00

SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: AE

CIN: 000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J713000 S01021 4M8J713000/84MJLE/4M5

Increase: \$1,354,615.00

Total: \$1,354,615.00

SUBCLIN 000401:

Funding on SUBCLIN 000401 is initiated as follows:

ACRN: AE

CIN: 000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J713000 S01021 4M8J713000/84MJLE/4M5

Increase: \$108,385.00

Total: \$108,385.00

SUBCLIN 000501:

AD: 217 2040 5L 5L68 P172419E555L 255Y 4M7J733000 S01021 4M7J733000/74MJLE/4M (CIN 000000000000000000000000000000) was decreased by \$12,239.00 from \$47,888.00 to \$35,649.00

(End of Summary of Changes)

0000'78.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE U	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00010	3 EFFECTIVE DATE 15-Jan-2008	4 REQUISITION PURCHASE REQ NO	5 PROJECT NO (If applicable)	
6 ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO 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 35898-0001		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P O BOX 5368 HUNTSVILLE AL 35814-5368			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO W9113M-05-C-0128	
			X 10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 3B2J2	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)				
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) The "Changes" Clause				
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: [REDACTED] The purpose of this Modification P00010 is to revise Section J - List of Attachments to incorporate Rev. 3 of the DD254, Contract Security Classification Specification. (b)(1)				
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 [REDACTED] EMAIL [REDACTED] (b)(1)	
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 15-Jan-2008

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

000079

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

<u>IDENTIFIER</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	19 July 2006	12
Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 2)	20 Mar 2007	6
Revised Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 3) Hand-carried to Contractor On 15 January 2008 due to SMDC requirement Not to send DD Form 254's electronically (Modification P00010 dated 15 January 2008)	26 Dec 2007	11
Attachment 2	Government Furnished Property List	5 Jan 2005	1

(End of Summary of Changes)

000080

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING	
		a. FACILITY CLEARANCE REQUIRED	(b)(7)(e)
		b. LEVEL OF SAFEGUARDING REQUIRED	(b)(7)(e)
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>		3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER W9113M-05-C-0128	a. ORIGINAL <i>(Complete date in all cases)</i>	DATE (YYYYMMDD) 40924
	b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/>	b. REVISED <i>(Supersedes all previous specs)</i>
	c. SOLICITATION OR OTHER NUMBER	REVISION NO. 3	DATE (YYYYMMDD) 20071226
	DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>	DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following. Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <i>(Include Commercial and Government Entity (CAGE) Code)</i>			
a. NAME, ADDRESS, AND ZIP CODE Decibel Research Inc. 1525 Perimeter Pkwy NW Ste 500 Huntsville AL 35806 - 3563		b. CAGE CODE 3B2J2	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service Bldg 3216 Little John Road Redstone Arsenal, AL 35898-0000
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>
8. ACTUAL PERFORMANCE			
a. LOCATION Same as block 6a		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Stimulator support for the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor Systems (JLENS).			
10. CONTRACTOR WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
<input type="checkbox"/>	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
<input type="checkbox"/>	b. RESTRICTED DATA	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
<input type="checkbox"/>	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
<input type="checkbox"/>	d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
<input type="checkbox"/>	e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	e. PERFORM SERVICES ONLY
<input type="checkbox"/>	(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
<input type="checkbox"/>	(2) Non-SCI	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
<input type="checkbox"/>	f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT
<input type="checkbox"/>	g. NATO INFORMATION	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS
<input type="checkbox"/>	h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
<input type="checkbox"/>	i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
<input type="checkbox"/>	j. FOR OFFICIAL USE ONLY INFORMATION	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>
<input type="checkbox"/>	k. OTHER <i>(Specify)</i>		Requires classified computer processing

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

Adobe Professional 7.0

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(b)(7)(e)

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

Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. Public release of SCI, [REDACTED] is not authorized and prohibited for public release. See [REDACTED], Attachment 2 for additional guidance.

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.

(b)(7)(e)

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.)

Technical POC is [REDACTED], telephone [REDACTED].

Estimated date of completion of the contract is 30 September 2012.

See continuation pages for additional security guidance.

(b)(6)

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.)

[REDACTED] ment, Attachment 2 for additional guidance.

(b)(7)(e)

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL [REDACTED]	b. TITLE JLENS Program Security Officer	c. TELEPHONE (Include Area Code) [REDACTED]
--	--	--

(b)(6)

d. ADDRESS (Include Zip Code)
Cruise Missile Defense Systems Project Office
SFAE-MSLS-CMDS-JLN
Redstone Arsenal AL 35898-5000
[REDACTED] (b)(6)

17. REQUIRED DISTRIBUTION

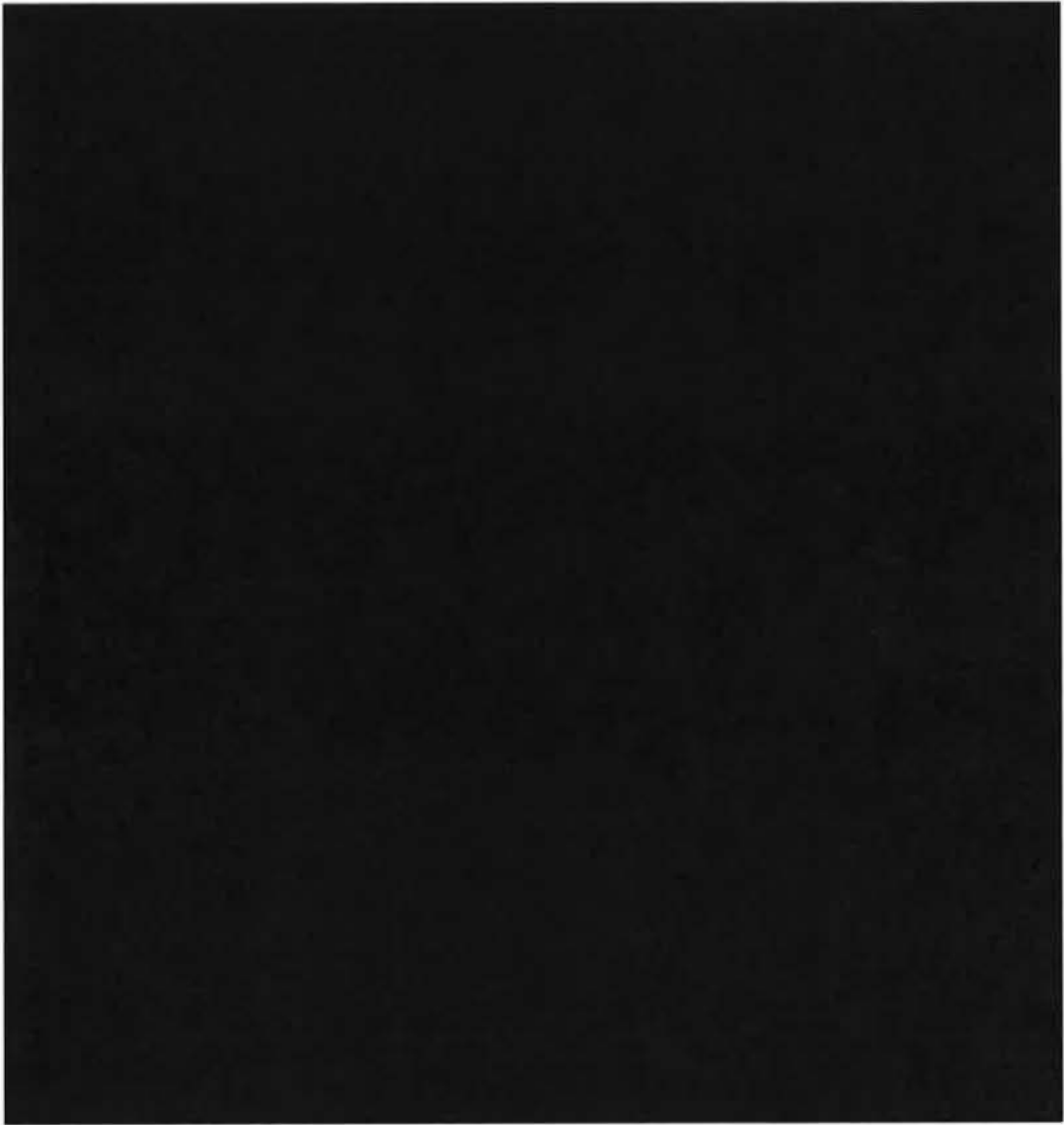
<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY (b)(7)(E)

(b)(6)

(b)(7)(E)



000083

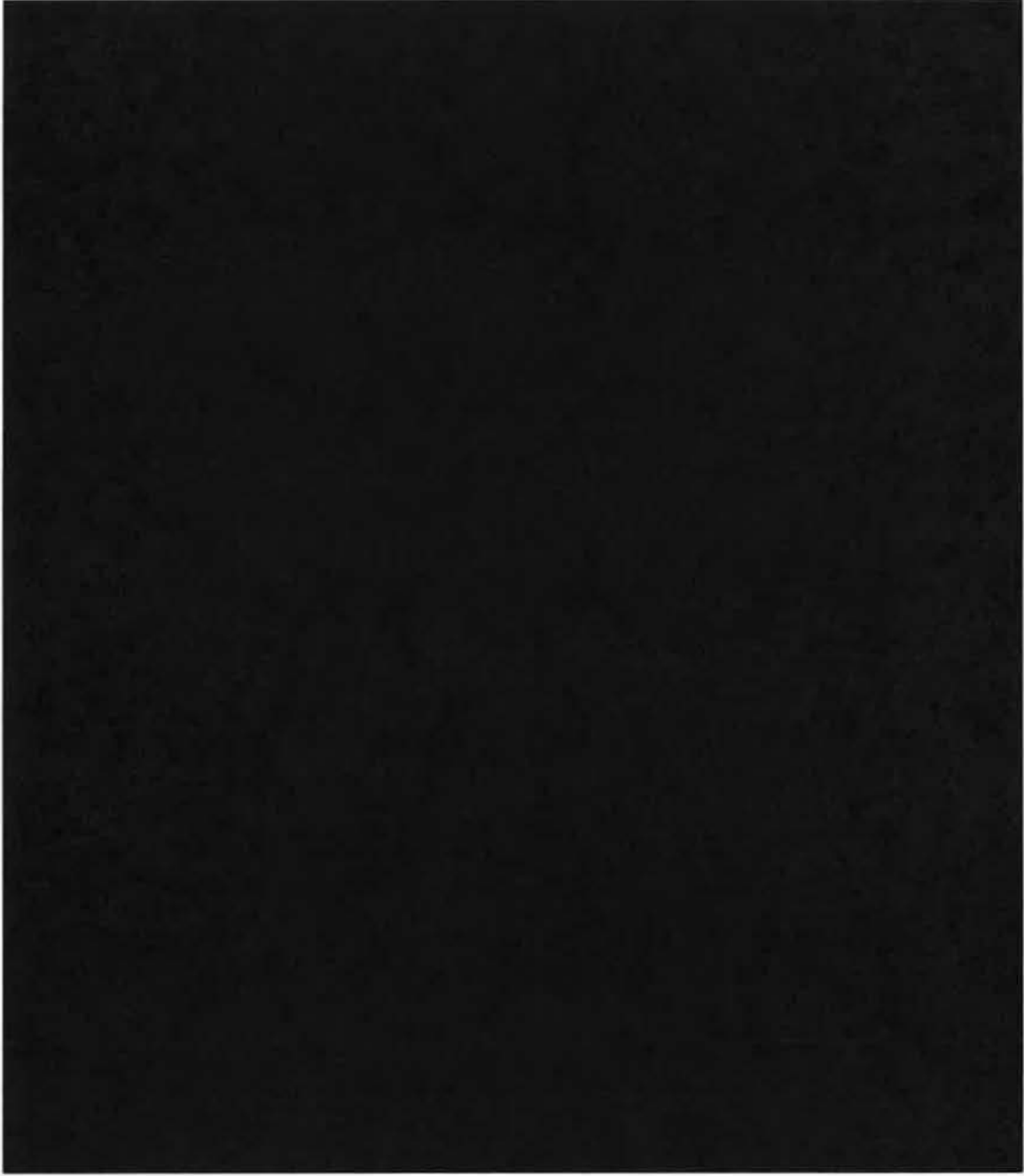


(b)(7) (E)



0000.84

(b)(7) (E)

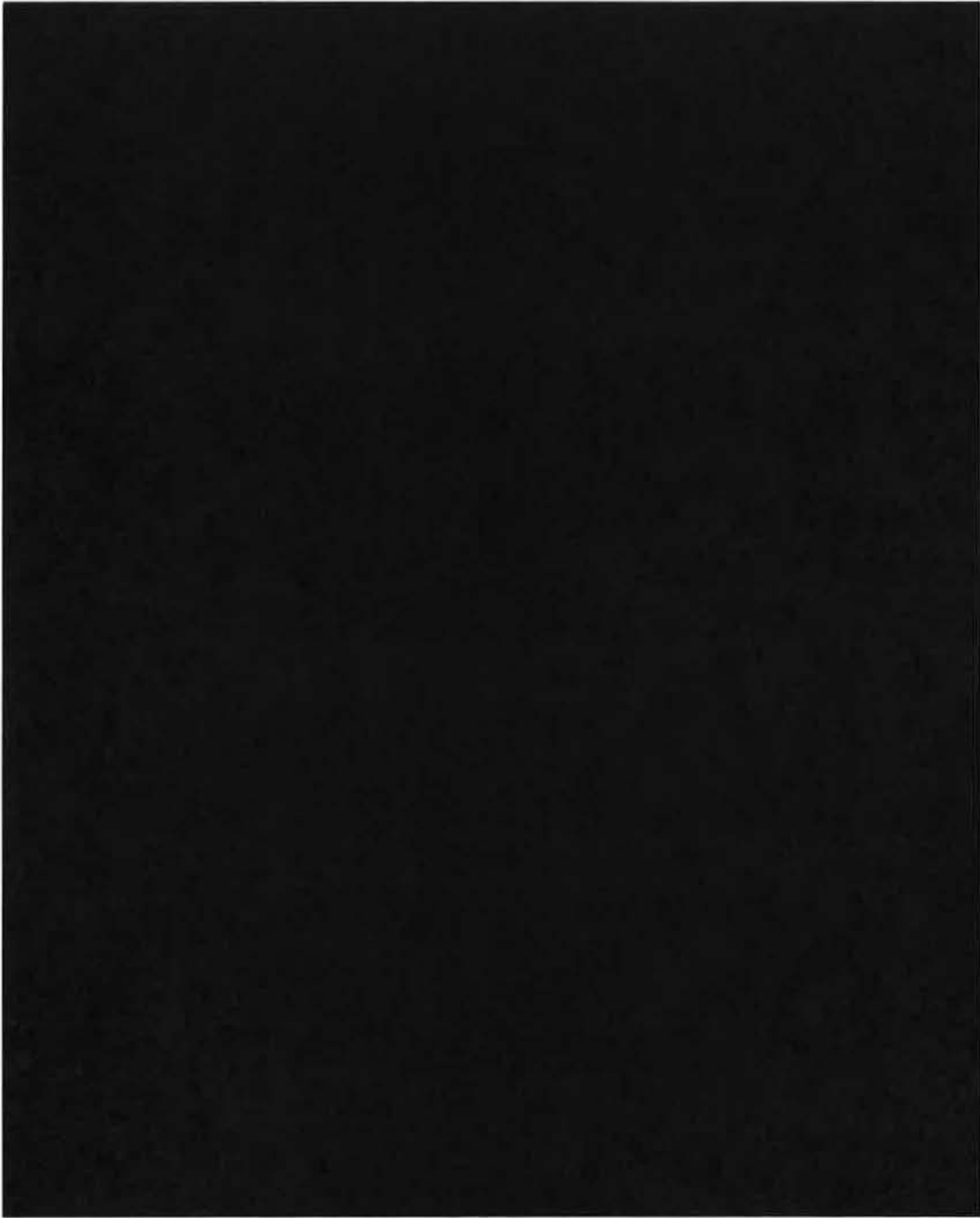


(b)(7) (E)



(b)(7) (E)

000085

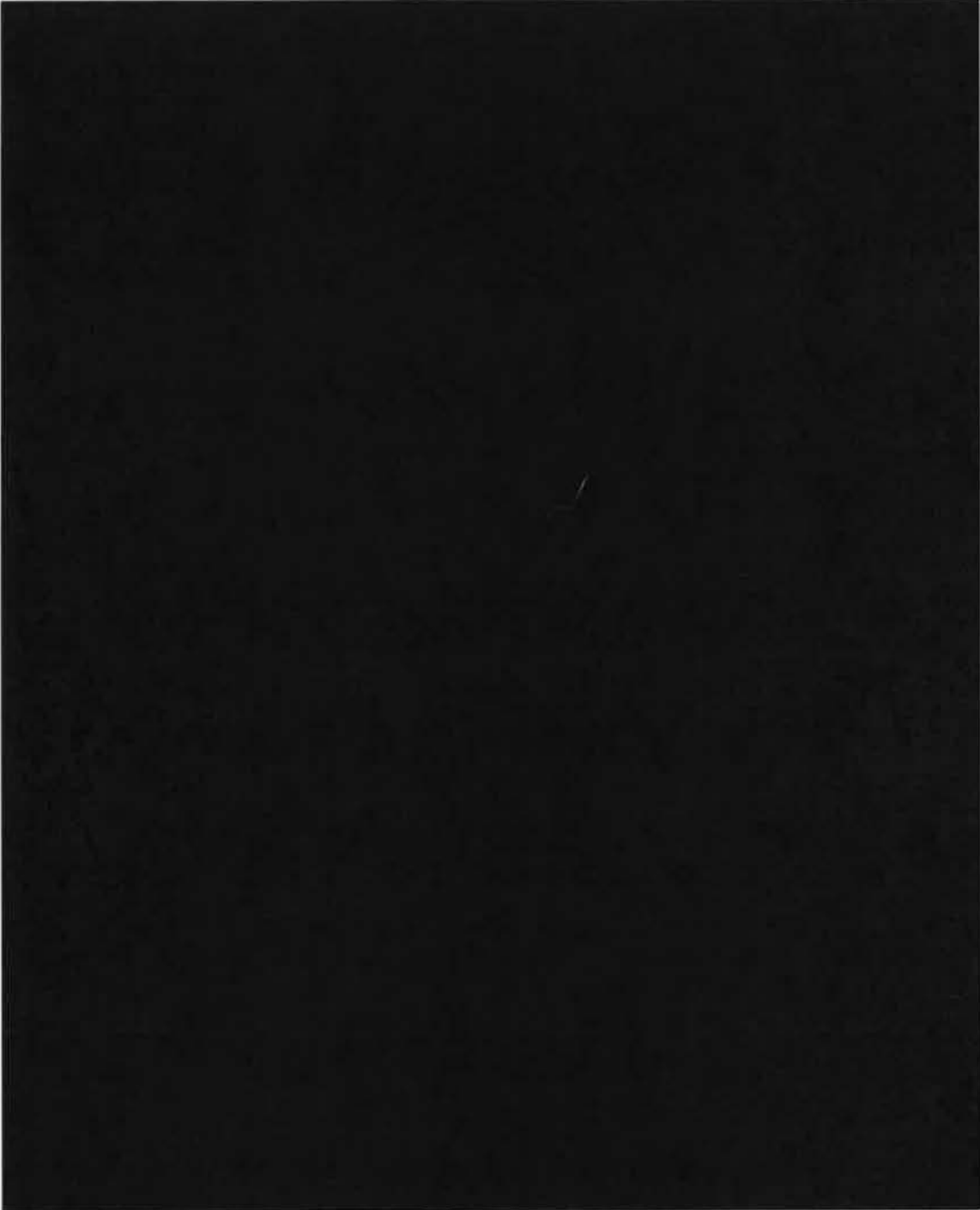


(b)(7) (E)



000086

(b)(7) (E)



(b)(7) (E)



2 (b)(7) (E)

000087



(b)(7)(E)



3

(b)(7)(E)

000088



(b)(7) (E)



(b)(6)

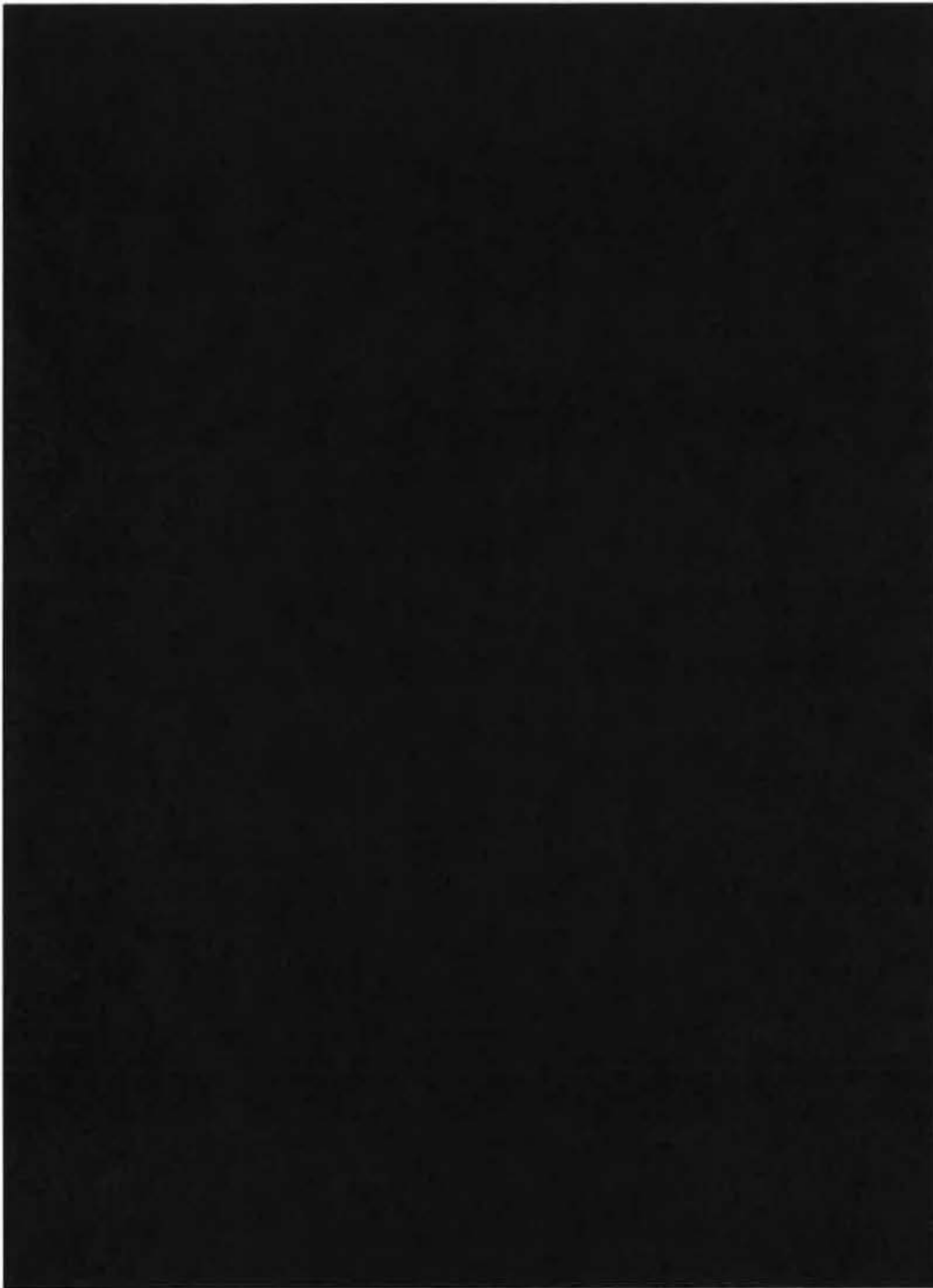
JLENS Program Security Manager
Cruise Missile Defense System
Project Office



(b)(7) (E)

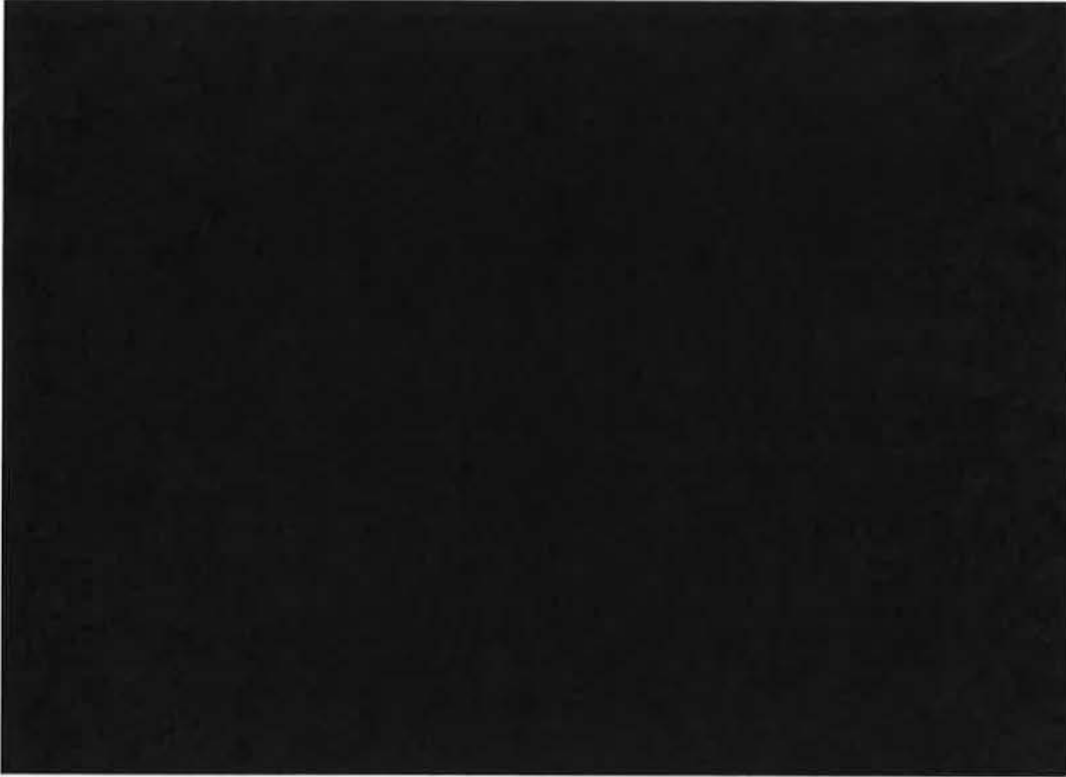
000089

(b)(7) (E)



0000.90

(b)(7) (E)



(b)(7) (E)



(b)(7) (E)

000091

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	3
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 23-Apr-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO 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 35898-0001		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128		
				X 10B. DATED (SEE ITEM 13) 04-Apr-2005		
CODE 3B2J2		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) UNILATERAL: 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.) Modification Control Number: [REDACTED] To provide incremental funding in the amount of \$641,000 for Option II, CLINs 0004 and 0002 and to revise Section G, CONTRACTING ACTIVITY REPRESENTATIVES, to reflect a change with regards to contractual matters. (b)(6)						
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: [REDACTED] EMAIL: [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]		23-Apr-2008	
			(Signature of Contracting Officer)			

EXCEPTION TO SF 30

20 105 04

STANDARD FORM 30 (Rev. 10-83)

000092

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 \$641,000.00 from \$4,854,749.00 to \$5,495,749.00.

SUBCLIN 000401:

AE: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J713000 S01021 4M8J713000/84MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$641,000.00 from \$108,385.00 to \$749,385.00

The following have been modified:

CONTRACTING ACTIVITY REPRESENTATIVES:

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

(b)(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.

CLINs 0003 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$1,563,611	\$1,354,615	\$2,918,226
5. Net Amount Required for Full Funding:	\$1,354,615	(\$1,354,615)	\$0

(b)(4)

CLINs 0004 and 0002 (Option II)	FROM	CHANGE	TO
---------------------------------	------	--------	----

000093

1. Amount Required for Full Funding:	\$1,622,711	\$0	\$1,622,711
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
4. Total Amount Allotted and Obligated:	\$108,385	\$641,000	\$749,385
5. Net Amount Required for Full Funding:	\$1,514,326	(\$641,000)	\$ 873,326

(b)(4)

(End of Summary of Changes)

000094

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. F00012		3. EFFECTIVE DATE 23-Apr-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO 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 35898-0001		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128	
				X 10B. DATED (SEE ITEM 13) 04-Apr-2005	
CODE 3B2J2		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 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 <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: [REDACTED] To correct funding information contained in Modification F00011 relative to CLINs 0003 and 0002. No additional funding is provided.					
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]		
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED]			[REDACTED]		23-Apr-2008
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30

20 105 04

STANDARD FORM 30 (Rev. 11-83)

000095

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

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

CLINs 0003 and 0002 (Option I)	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$2,918,226	\$0	\$2,918,226
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	\$0	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	\$0	[REDACTED]
4. Total Amount Allotted and Obligated:	\$2,918,226	\$0	\$2,918,226
5. Net Amount Required for Full Funding:	\$ 0	\$0	\$ 0

(b)(4)

(End of Summary of Changes)

000096

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE NO.	
2. AMENDMENT/MODIFICATION NO. F00013		3. EFFECTIVE DATE 20-May-2008	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT NO. (if applicable) 1 2	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4605, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001			CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128			
				X 10B. DATED (SEE ITEM 13) 04-Apr-2005			
CODE 3B2J2		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 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 <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: [REDACTED] To correct funding information contained in Modification F00009 relative to SUBCLIN 000301, ACRNAC.							
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]			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
[REDACTED]		[REDACTED]		BY [REDACTED]		20-May-2008	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

000097

6)
6)
6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION G - CONTRACT ADMINISTRATION DATA
ACCOUNTING DATA

1. The following statement from Modification P00009 is hereby corrected as follows:

FROM:

As a result of this modification, the total funded amount for this document was increased by \$2,712,761.00 from \$2,141,988.00 to \$4,854,749.00.

TO:

As a result of this modification, the total funded amount for this document was increased by \$1,450,761.00 from \$3,403,988.00 to \$4,854,749.00.

2. The following statement from Modification P00009 is hereby deleted:

SUBCLIN 000301:

AC: 217 2040 5L 5L68 P172419E555L 255Y 4M7J730100 S01021 4M7J730100/74MJLE/4M (CIN 00000000000000000000000000000000) was increased by \$1,262,000.00 from \$108,000.00 to \$1,370,000.00

NOTE: Additional funds for SUBCLIN 000301, ACRN AC, were not obligated in Modification P00009. The total of \$1,370,000 had previously been obligated as follows: Modification P00005 - \$1,262,000 and Modification P00008 - \$108,000.

000098

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I CONTRACT ID CODE **U** PAGE OF PAGES **1 | 11**

2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 23 JUN 08	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3601		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	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DECIBEL RESEARCH, INC P.O. BOX 5368 HUNTSVILLE AL 35814-5368	9A. AMENDMENT OF SOLICITATION NO.	
	9B. DATED (SEE ITEM 11)	
	X	10A. MOD. OF CONTRACT/ORDER NO. W9113M-05-C-0128
	X	10B. DATED (SEE ITEM 13) 04-Apr-2005

CODE **3B2J2** 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.

<input type="checkbox"/> 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 type="checkbox"/> 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 <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clauses - Limitation of Funds and Changes
<input type="checkbox"/> 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.)
 Modification Control Number: **[REDACTED]**
 See Page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15C. DATE SIGNED 6/20/08		15D. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)	
		16C. DATE SIGNED 23 JUN 08	

000099

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$6,021,123.00 from \$6,369,075.00 to \$12,390,198.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0004

The CLIN description has changed from Option II to JLENS Stimulator Change Order.
The CLIN extended description has changed:

FROM: Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", dated 21 September 2004, incorporated herein and set forth in Section C.

TO: Contractor shall perform all effort as stated in SOW entitled, "JLENS Stimulator", Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes delivery of one (1) Fire Control Radar (FCR) JLENS Stimulator (JSTM) and one Surveillance Radar (SuR) JSTM and support equipment for JLENS field testing.

The estimated/max cost has increased by [redacted] from [redacted] to [redacted].

The fixed fee has increased by [redacted] from [redacted] to [redacted]. (b)(4)

The total cost of this line item has increased by \$6,021,123.00 from \$1,622,711.00 to \$7,643,834.00.

CLIN 0006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	JLENS Stimulator Change Order-Option I				
OPTION	CPFF				

Contractor shall perform all effort as stated in Scope of Work, entitled "JLENS Stimulator," Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes delivery of one (1) Fire Control Radar (FCR) JLENS Stimulator (JSTM) and one (1) Surveillance Radar (Sur) JSTM and support equipment for the government System Integration Laboratory (SIL).

FOB: Destination

ESTIMATED COST	[redacted] (b)(4)
FIXED FEE	[redacted]
TOTAL EST COST + FEE	\$1,451,332.00

CLIN 0007 is added as follows:

000.100

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		26,771			
OPTION	JLENS Stimulator Change Order-Option II CPFF				
	Contractor shall perform all effort as stated in Scope of Work, entitled "JLENS Stimulator," Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes Fiscal Year (FY) 2011 Test Support for the JLENS Stimulators.				
	FOB: Destination				

ESTIMATED COST	[REDACTED]	(b)(4)
FIXED FEE	[REDACTED]	(b)(4)
TOTAL EST COST + FEE	\$3,208,307.00	

CLIN 0008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		15,831			
OPTION	JLENS Stimulator Change Order-Option III CPFF				
	Contractor shall perform all effort as stated in Scope of Work, entitled "JLENS Stimulator," Revision 3, dated 03 December 2007, incorporated herein and set forth in Section C. Includes Fiscal Year (FY) 2012 Test Support for the JLENS Stimulators.				
	FOB: Destination				

ESTIMATED COST	[REDACTED]	(b)(4)
FIXED FEE	[REDACTED]	(b)(4)
TOTAL EST COST + FEE	\$2,068,990.00	

The following have been added by full text:

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

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

b. CLINs 0004 and 0006 will be considered complete based upon satisfactory completion of the Section C Statement of Work, entitled "JLENS Stimulators," Revision 3, dated 03 December 2007.

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2. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

(b)(3)

This effort shall address three major technical tasks:

- a. Design, develop, integrate, test, and deliver JLENS digital real-time Stimulators, to include successful integration with JLENS Fire Control and Surveillance Systems for use with JLENS testing
- b. Integrate and support the JSTM system in the JLENS PO system integration laboratory (SIL)
- c. Integrate the JSTM systems in Raytheon's system integration labs; integrate the Fire Control Radar (FCR) JSTM system in the FCR SIL and integrate the Surveillance Radar (SuR) JSTM in the SuR SIL

2.1. The contractor shall design, build, integrate and test a digital real-time JLENS Stimulator, leveraging from past experience and available Government-owned models and tools. The contractor shall design JSTM using a flexible architecture that can be reconfigured to meet evolving JLENS orbit design characteristics without major redesign and recoding. The Contractor shall develop and deliver a System Requirement Specifications (SRS) (CDRL A001) and a Software Design Description (SDD) (CDRL A002). The contractor shall prepare trade studies to ensure that the design and development process is consistent with the JLENS objectives and requirements. (CDRL A003).

2.1.1. The contractor shall deliver the stimulator fully assembled, integrated and tested. The contractor shall provide support hardware that is required to integrate the stimulator. The contractor shall design a Stimulator to be portable, self-contained and provide required interfaces to the JLENS tactical system components. The JLENS Stimulator hardware suite shall be comprised of Commercial Off-the-Shelf (COTS) and Government-furnished Equipment (GFE). The COTS equipment shall be packaged for transport via commercial and military modes of travel. JSTM shall be capable of operating in a shelter environment provided by the JLENS PO. The contractor shall provide the Stimulator physical 'footprint' and heating, cooling, and power requirements to the government and shall determine if the JLENS PO provided equipment shelter has adequate space and heating, cooling, and power supply margins to host the Stimulator. The contractor shall integrate the JSTM into the GFE shelter.

2.1.2 The contractor shall leverage from existing government-furnished models to identify, analyze, and document the JSTM internal and external interfaces.

2.1.3 The contractor shall design and develop the JSTM to serve as the principal component of the JLENS orbit. The contractor shall design and develop the stimulator to be used in conjunction with JLENS, and joint service models and simulations in support of the engineering, design, and analysis of the JLENS orbit.

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2.1.4 [REDACTED]

(b)(3)

2.1.5 [REDACTED]

((b)(3)

2.1.6 [REDACTED]

(b)(3)

2.1.7 The contractor shall prepare a Software Version Description for each Stimulator build. (CDRL A005).

2.1.8 [REDACTED]

(b)(3)

2.2 The contractor shall support the development of mission analysis tools for the JSTM in support of a System of Systems Integrated Fire Control Test Bed.

3.0 The contractor shall support the test phase of the JLENS orbit to include support of operator training, use evaluations, operational exercises, and DT&E/IOT&E events. The contractor shall develop and submit a Stimulator Test Plan that addresses System Acceptance Test with associated Test Procedures. (CDRL A006). The contractor shall prepare Test Reports for Stimulator and program level tests supported by the Stimulator. (CDRL A007). The contractor shall support the design and development of mission analysis tools in support of the JLENS test effort. The contractor shall support the design and development of target and mission scenario signature generation tools in support of the JLENS test effort. The Stimulator will be used to support the JLENS test program, thus requiring it to go through a formal verification, validation, and accreditation (VV&A) process. The contractor shall provide support to the government and designated VV&A agents to achieve the required level of VV&A of the Stimulator. This includes providing Stimulator source code to VV&A agents, providing input to and reviewing VV&A

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documents, assisting in analyzing test and simulation results in support of Stimulator validation, and developing scenarios to be used as test cases.

4.0 (b) (3) (A)

[REDACTED] The contractor shall develop and submit training plan documentation including System User Manuals. (CDRL A008). The contractor shall train the government staff in (b) (3) r operation to include training [REDACTED] operators in support of the JLENS PO SIL.

5.0 The contractor shall develop and submit a Stimulator Integrated Support Plan (CDRL A009) to address system support planning. The contractor shall prepare plans describing procedures for integration of the stimulator with tactical components and external simulations at select test sites. This task includes building a separate copy of the Stimulator (both hardware and software) for use by the Product Assurance, Test and Logistics Division, for operational testing and training.

6.0 (b) (3) (A)

[REDACTED]
[REDACTED]
[REDACTED]

7.0 The contractor shall support the use of the JSTM system during the software Independent Verification and Validation and software performance engineering efforts in the JLENS PO SIL for each FCR and SuR software delivery. The contractor shall perform integration and test of the JSTM in the Government SIL prior to supporting the JLENS PO efforts. The contractor shall support mission/setup quality assurance and shall provide JSTM training to the JLENS PO SIL support team for each build. The contractor shall support the JLENS PO SIL support team in identifying problems during mission execution where the JSTM system is utilized. The contractor shall support unique data capture and data reduction requirements resulting from JSTM execution. The contractor shall support the design and development of mission analysis tools and target and mission scenario signature generation tools in support of the JLENS PO SIL.

8.0 The contractor shall perform integration and test of the JSTM in the Raytheon System Integration Labs. The contractor shall perform integration and test of the FCR JSTM system at the Raytheon (b) (7)(E) [REDACTED]. The contractor shall perform integration and test of the SuR JSTM system at the Raytheon (b) (7)(E) [REDACTED].

9.0 The contractor shall support modifications to the Stimulator as directed by the Government. The contractor shall develop and follow documented Configuration Management processes and procedures in order to establish and maintain Stimulator attributes traceable to the requirements and design documentation. The contractor shall develop and follow documented Data Management processes and procedures in order to assure quality of Stimulator data including deliverables.

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10.0 The contractor shall provide team members to working groups and integrated product teams.

11.0 The contractor shall prepare and provide a Funds and Man-Hours Expenditure report (CDRL A010) and a Contract Funds Status Report. (CDRL A011). The contractor shall prepare status reports describing accomplishments during the reporting period, progress against milestones, problems encountered, and plans for the next reporting period. (CDRL A012).

12.0 The contractor shall deliver one FCR JSTM system, one SuR JSTM, and required support equipment to be used in the JLENS PO SIL after the test systems are sent to the Raytheon SILs for integration.

13.0 The contractor shall use the Government unclassified Management Information System (MIS) portal for delivery of unclassified data. The contractor shall notify the Government POC designated on the corresponding CDRL via email when data is posted to the classified repository and the unclassified MIS portal. The contractor shall include the filename and path to the posted data in the email. The Government POC designated on the corresponding CDRL will provide notification of CDRL receipt to the contractor via email. [REDACTED]

[REDACTED]

(b)(3)

SECTION E – INSPECTION AND ACCEPTANCE

The following have been added:

INSPECTION AND ACCEPTANCE TERMS

- a. Hardware for the Government System Integration Laboratory (SIL): Inspection and acceptance of system hardware shall be at destination utilizing deciBel Research, Incorporated test procedures for internal handover of the system consisting of one (1) Fire Control Radar (FCR) JLENS Stimulator (JSTM) and one (1) Surveillance Radar (SuR) JSTM and support equipment in accordance with the Acceptance Test Plan (ATP). Acceptance at destination is only applicable in the event of the government's decision to exercise Option I and will therefore take place within 45 days of the initiation of that Option.
- b. Hardware for the Stimulator Shelter: Inspection shall be conducted at origin by certificate. Acceptance of hardware system consisting of one (1) FCR JSTM and one (1) SuR JSTM and support equipment and component installation in shelter shall occur thirty (30) days prior to Limited User Testing (LUT). Upon successful installation and integration into the shelter, acknowledge of completion will be by certification via a DD250 signed by authorized United States Government (USG) representatives. A signed Certificate of Conformance (COC) signed by deciBel Research, Incorporated and USG representatives for the system shall be provided as supporting documentation to the DD250.
- c. Contract Data Requirements List (CDRL): Inspection and acceptance of CDRLs shall be at destination by the Procuring Contracting Officer (PCO) or authorized USG representative.

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SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

- a. **CLINs 0001/0002:** The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0001 and 0002 within nineteen (19) months after the effective date of the contract.
- b. **CLINs 0003/0002:** The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINS 0003 and 0002 within twenty-four (24) months after the effective date of the option exercise, NLT 19 July 2008.
- c. **CLINs 0004/0002:** The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0004 and 0002 **not later than 30 September 2010.**
- d. **CLINs 0006/0002:** The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0006 and 0002, if exercised, **not later than 30 September 2010.**
- e. **CLINs 0007/0002:** The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0007 and 0002, if exercised, for Fiscal Year (FY) 2011 from **01 October 2010 through 30 Sep 2011.**
- f. **CLINs 0008/0002:** The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0008 and 0002, if exercised, for Fiscal Year (FY) 2012 from **01 October 2011 through 30 Sep 2012.**

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 \$701,118.00 from \$5,495,749.00 to \$6,196,867.00.

SUBCLIN 000401:

AE: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J713000 S01021 4M8J713000/84MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$701,118.00 from \$749,385.00 to \$1,450,503.00

The following have been modified:

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

CLINs 0004 and 0002	FROM	CHANGE	TO
1. Amount Required for Full Funding:	\$1,622,711	\$6,021,123	\$7,643,834
2. Total Amount Allotted Under LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
3. Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]

(b)(4)

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4. Total Amount Allotted and Obligated:	\$749,385	\$701,118	\$1,450,503
5. Net Amount Required for Full Funding:	\$873,326	\$5,320,005	\$6,193,331

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

OPTION:

Any or all of Option CLINs 0003, 0007, and 0008 may be exercised at the unilateral option of the Government, by the contracting officer through the issuance of a unilateral modification to this contract. The parties agree the option shall be considered to have been exercised, for the purpose of this contract, at the time the Government issues the modification.

Option CLIN 0003, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, [REDACTED] will be used to exercise CLIN 0003.

Option CLIN 0007, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, [REDACTED] will be used to exercise CLIN 0007. (b)(4)

Option CLIN 0008, may be exercised in increments up to the amount of DPPHs specified in Section B of the contract. The CPFF unit price per DPPH, [REDACTED] will be used to exercise CLIN 0008.

If the Government exercises an option, all contractual terms and conditions shall apply during the option period. The total duration of this contract, including the exercise of options, shall not exceed sixty-seven (67) months.

The contractor shall incur no costs chargeable to the option until the contracting officer has provided written notification that the option has been exercised. The exercise of any portion of the options must be accomplished in accordance with the requirements of this clause.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

SECTION J - LIST OF ATTACHMENTS

<u>IDENTIFIER</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Exhibit A	Contract Data Requirements List, (CDRL), DD Form 1423, Exhibits Line Item Nos. A001 through A012.	19 July 2006	12
Revised Exhibit A	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit Line Item No. A005	30 Nov 07	1
Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 2)	20 Mar 2007	6
Revised Attachment 1	DD Form 254, Contract Security Classification Specification (Rev. 3) Hand-carried to Contractor On 15 January 2008 due to SMDC requirement	26 Dec 2007	11

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Not to send DD Form 254's electronically
(Modification P00010 dated 15 January 2008)

Attachment 2	Government Furnished Property List	5 Jan 2005	1
Revised Attachment 2	Government Furnished Property List	Undated	2

(End of Summary of Changes)

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