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CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

SECTION A - SUPPLEMENTAL INFORMATION

A-1 SUPPORT FOR JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS) ENGINEERING SERVICES CONTRACT SHALL BE ALLOCATED AMONG ENGINEERING SERVICE MEMORANDUMS (ESMS). THE ESMS SHALL DESCRIBE THE FUNCTIONAL AREA AND/OR EFFORTS WITHIN THE AREA THAT MAY BE REQUIRED OF THE CONTRACTOR DURING PERFORMANCE. THE SPECIFIC PERFORMANCE OF EFFORTS, AFTER OPTION EXERCISE BY A BILATERALLY SIGNED MODIFICATION, WILL BE INDICATED BY SIGNATURE OF ESMS. THIS REQUIREMENT IS SOLE SOURCE TO RAYTHEON INTEGRATED DEFENSE SYSTEM, 350 LOWELL STREET, ANDOVER, MA 01610 (LARGE BUSINESS).

A-2 THE ESMS WILL DELINEATE THE TECHNICAL DIRECTION OF THE RESPECTIVE EFFORTS WITHIN THE CONTENT OF THE SCOPE OF WORK (SOW). TO EXERCISE OPTIONS, ESMS WILL BE PLACED ON CONTRACT BY MODIFICATION IN THE FORM OF Sub-CLINS. EACH Sub-CLIN WILL HAVE A BASE ESM(S) AND A DESCRIPTION OF THE Sub-ESMS THAT FALL WITHIN THE BASE ESM(S). ALL ESMS AND SUB-ESMS WILL BE REVIEWED AND APPROVED BY THE CONTRACTING OFFICER. THE CONTRACTOR SHALL NOT PERFORM SPECIFIC EFFORTS UNTIL THE GOVERNMENT ISSUES AN APPROVED ESM ATTACHED TO A MODIFICATION THAT DESCRIBES THE SPECIFIC EFFORTS THAT ARE REQUIRED OF THE CONTRACTOR. THE ESM(S) WILL BE ATTACHED TO EACH MODIFICATION IN WHICH AN OPTION IS EXERCISED OR FUNDING IS DECREASED OR REALIGNED, HOURS MAY BE MOVED FROM ONE ESM TO ANOTHER ESM TO FULFILL PROGRAM REQUIREMENTS.

A-3 THE JLENS PRODUCT DIRECTOR AND CRUISE MISSILE DEFENSE SYSTEM PROJECT OFFICE, IS DESIGNATED AS THE GOVERNMENT TECHNICAL MANAGER FOR THIS CONTRACT. ESMS WILL BE INCORPORATED INTO THE CONTRACT AND WILL ONLY BE EXECUTABLE UPON CONTRACT MODIFICATION BY THE CONTRACTING OFFICER. THIS REQUIREMENT WILL RESULT IN A COST PLUS FIXED FEE CONTRACT. NO EFFORT SHALL BE DUPLICATED ON CONCURRENT CONTRACTS, OVERLAPPING CONTRACTS, OR ESMS IN THIS CONTRACT. THIS CONTRACT HAS A BASE, A BASE YEAR OPTION, AND FOUR ADDITIONAL OPTION YEARS FOR A TOTAL OF SYEARS AND A TOTAL OF

\*\*\* END OF NARRATIVE A0001 \*\*\*

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

Page 3 of 41

MOD/AMD Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO QUANTITY UNIT UNIT PRICE AMOUNT SUPPLIES/SERVICES SECTION B - SUPPLIES OR SERVICES AND FRICES/COSTS 0001 FY 10 BASIC JLENS ENGINEERING SERVICES NOUN: BASIC FY10 ENG SVC RANGE OPT SECURITY CLASS: Unclassified Labor Material Total FY10 Basic PCL COST G&A TCL COST (W/O COM) CPFF Hours Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS COMPOSITE HOURLY RATE IS FOR (End of narrative B001) HR 0001AA FY10 BASIC ESM PM/CM10-01 LABOR NOUN; IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 01 ACRN: AA AMS CD: 172419E5551 Estimated Cost COM Fixed Fee Total Description PM/CM10-01 PM/CM Labor COMPOSITE HOURLY RATE (End of narrative B001)

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Page 4 of 41 Reference No. of Document Being Continued CONTINUATION SHEET PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL REL CD QUANTITY DATE 001 30-SEP-2010 0001AB FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 01 ACRN: AA AMS CD: 172419E5551 Estimated Cost COM Pixed Fee TOTAL Description Hours PM/CM10-01 PM/CM Material/ODC (End of narrative B001) inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD QUANTITY DATE 30-SEP-2010 001 0001AC HR FY10 BASIC ESM EN10-01 LABOR NOUN: IV&V SPT & PROG/CONF

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Page 5 of 41

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Page 6 of 41

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0003	FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified				
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PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

Page 7 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO AMOUNT SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY12 Labor Material Total PCL COST GGA TCL COST (W/O COM) CPFF Hours Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL COMPOSITE HOURLY RATE IS FOR (End of narrative BCO1) 0005 FY13 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Material Total FY13 PCL COST G&A TCL COST (W/O COM) Hours Hours Description PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL COMPOSITE HOURLY RATE IS FOR (End of narrative B001)

Reference No. of Document Being Continued CONTINUATION SHEET

MOD/AMD

Page 8 of 41

PHN/SHN W31P4Q-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES UNIT PRICE QUANTITY UNIT AMOUNT 0006 FY14 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY14 Material Total PCL COST TCL COST (W/O COM) CPFF Hours Hours PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL COMPOSITE HOURLY RATE IS FOR (End of narrative B001)

#### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD

Page 9 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date

D-1 52.208-4701 WOOD PACKING MATERIALS REQUIREMENTS

JUL/2007

- A. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, venser, and oriented strand board (OSD).
- B. All Wood Packaging Material (WPM)) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Fackaging Materials International Trade." DOD shipments inside and ouside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.
- All WPW shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see http://www.alsc.org/).
- (2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Marking shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.
- C. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.
- D. Replacement Preservative for Pentachlorophenol

If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

- (1) Heat Treatment: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.
- (2) Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention
  Standard. The quality mark shall be placed on both ends of the outter packaging, between the end cleats or end battens: on two sides of
  the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood proces verified in accordance with their
  National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered
  with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

(End of Clause)

D-2 52.247-4700 BAR CODE MARKINGS (USAAMCOM) JUN/2003

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Contin	nued Page 10 of 41
CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003 MC	DD/AMD

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
E-1	52.246-5	INSPECTION OF SERVICES COST-REIMBURSEMENT	APR/1984
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

#### E-3 NOTICE OF COMPLETION

CONTRACT COMPLETION FOR EFFORT PERFORMED UNDER THIS CONTRACT W31P4Q-10-C-0003 JLENS ENGINEERING SERVICES SHALL BE EVIDENCED BY A CERTIFICATE OF COMPLETION TO BE ISSUED BY THE CONTRACTING OFFICER.

WITHIN 60 DAYS AFTER COMPLETION OF THE PERIOD OF PERFORMANCE OF EACH OPTION YEAR AWARDED UNDER THIS CONTRACT W31P4Q-10-C-0003 JLENS ENGINEERING SERVICES, AND WITHIN 90 DAYS FOR ESMS/SUB-ESMS WHOSE PERIOD OF PERFORMANCE HAVE BEEN EXTENDED, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER OF THE COMPLETION IN WRITING. THE NOTICES WILL IDENTIFY THE GOVERNMENT'S MAXIMUM MONETARY COST LIABILITY AND THE RESULTING EXCESS AMOUNTS AVAILABLE FOR DE-OBLIGATION, AS APPLICABLE.

\*\*\* END OF NARRATIVE E0001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Be	Page 11 of 41	
CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARA.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

F-4 PERIOD OF PERFORMANCE FOR OUT YEAR OPTIONS:

THE GOVERNMENT HAS THE RIGHT TO EXERCISE THE FOLLOWING OPTIONS SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT W31P4Q-10-C-0003 JLENS ENGINEERING SERVICES.

THE OPTION PERIODS ARE AS FOLLOWS:

OPTION PERIOD		_	PE	RIOD	OF PE	RFOI	RMAN	CE
FY10 BASIC	1	01	oct	2009	THRU	30	SEP	2010
FY10 OPTION		01	ocr	2009	THRU	30	SEP	2010
PY11 OPTION		01	ocr	2010	THRU	30	SEP	2011
FY12 OPTION		01	OCT	2011	THRU	30	SEP	2012
FY13 OPTION		01	OCT	2012	THRU	30	SEP	2013
FY14 OPTION		01	OCT	2013	THRU	30	SEP	2014

\*\*\* END OF NARRATIVE F0001 \*\*\*

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001AB	4M0J731300 172419E5551	AA	1	21	02040000005L5L68P1724192516	801021	04MJLE	W31G3H	\$	
001AC	4M0J731300 172419E5551	AA	1	21	02040000005L5L68P1724192516	501021	04MJLE	W31G3H	\$	4
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								TOTAL	\$	293,868.00
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rmy		AA		21	0204000000SL5L68P1724192516	S S01021	W31G3	H	\$ _	293,868.00
		5)						TOTAL	\$	293,868.00
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			TION H - SPECIAL CONTRACT REQUIREMENTS	
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Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

a. DEFINITION. Information that has not been given a security classification pursuant to the criteria of an Executive Order, but

a. DEFINITION. Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Preedom of Information Act (FOIA) Exemptions 3 through 9 shall be considered as a form of classification to protect national security interests.

#### b. SAFEGUARDING FOUD INFORMATION.

- (1) During Duty Hours: During normal working hours information determined to be FOUC shall be placed in an out-of-sight location if visitors, casual traitic and other nongovernment/noncontractor personnel have access to the work area.
- (2) During Wonduty Wours: At the close of business, FOUO records shall be stored so as to preclude unsuchorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normally control is not dovernment or exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, POUO material shall be atored in locked receptacles such as file cabinets, desks or bookcases.
- c. TRANSMISSION OF FOUR INFORMATION. FOUR information may be sent via first-class mail or percel post. Bulky shipments that otherwants will call strention to the presence of FOUR attachments will call strention to the presence of FOUR attachments.

#### d. TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES.

- (1) Termination: The oxiginator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall ellace or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.
- (2) Disposal: POUO materials may be destroyed by tearing each copy into pieces to preclude reconstruction, and placing them in regular trash containers. When local circumstances or experience indicates that this destruction method is not sufficiently protective of POUO information, local suchorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of POUO information contained in the records.
- (3) Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information constituted for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

(guq of Clause)

H-2 52.232-4711 SPECIAL BILLING INSTRUCTIONS (USAAMCOM)

a. The supplices/services procured under this contract are controlled by Contract Line Item Number described in the schedule. The funding is structured by either Line Item, subline Item, or Exhibit Line Item, to satisfy Command Management requirements, the provisions of DPASS PART 4 and provisions of the Military Standard Contract Administrative Procedures (MILSCAP) manual, DOD 4000.25-M. Billing, therefore, will be against the Line Item, Subline Item or Exhibit Line Item actuating and Appropriation Date. The Covernment reserves the right to change the Line Item, subline Item actuating and Appropriation Date. The Covernment reserves the right to change the Line Item, and MILSCAP without change in contract cost or fee.

b. The Contractor shall maintain his records to facilitate and support billings by Line Item, Subline Item, or Exhibit Line Item.

Reference No. of Document Being Continued

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

(End of Clause)

PIIN/SIIN W31P4Q-10-C-0003

YEAR 2000 WARRANTY - NON-COMMERCIAL SUPPLY ITEMS (USAAMCOM) The contractor warrants that each non-commercial item of hardware, software, and firmware product delivered or developed under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, to the extent that all delivered or developed products (e.g. hardware, software, firmware) used in combination with such delivered or developed products properly exchanges date/time data with it. If the contract requires that specific delivered or developed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those delivered or developed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the terms and limitations of the contractor's warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary, in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any delivered item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after 29 February 2000 or 90 days after acceptance, whichever occurs last. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of clause)

H-4 52.239-4702 REQUIREMENT FOR INFORMATION TECHNOLOGY TO BE YEAR 2000 COMPLIANT

NOV/1998

Page 14 of 41

(UBAAMCOM) a. Definitions. As used in this clause --

- 1. "Information technology" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, dispay, switching, interchange, transmission, or reception of data or information by the agency.
- (a) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency which --
- (1) Requires the use of such equipment; or requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (b) The term "information technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
  - (c) The term "information technology" does not include --
    - (1) Any equipment that is acquired by a contractor incidental to a contract; or
- (2) Any equipment that contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or receiption of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.
- 2. "Year 2000 Compliant" means information technology which accurately processes date/time data (such as calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculation, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges accurate date/time data with it.
  - b. All information technology must be Year 2000 compliant.

The Contractor guarantees that the hardware, software, and firmware which is acquired by this contract, shall include design and/or performance specifications to ensure that the Government shall not experience performance abnormalities associated with such calculations. The design to ensure year 2000 compliancy shall include date/century recognition, calculations that accommodate same century and multi-century formulas and date values, and date data interface values that reflect an accurate and correct day, month, year and century. In the manipulation of external data, the contractor is responsible for ensuring that the system works accurately based on

# CONTINUATION SHEET Reference No. of Document Being Continued Page 15 of 41 PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

correct data input. When a total system is contracted for, the contractor is responsible for ensuring that calculations are accurate and successful in computations involving any year. In addition, the Contractor guarantees that leap year calculations will be accommodated and will not result in hardware, firmware, and/or software failures. The prime contractor is responsible for their subcontractor's products and services provided under this contract.

(End of clause)

#### H-S NONDISCLOSURE ACREEMENTS

During performance of this contract, it may be necessary for the contractor to exchange data and interface with Government support Contractors. The Contractor agrees to negotiate in good faith any non-disclosure agreements required with such support Contractors.

#### H-6 NOTIFICATION OF PERSONNEL CHANGES

The Contractor shall notify the Contracting Officer Representative of any personnel changes involved in their Contractor Delivery System (CDS) Manager and Contractor Field Engineers 14 days in advance, except in times of emergencies.

#### H-7 OPTIONS

The Government may require the delivery of the numbered line items, identified in the schedule as option items, in the quantities shown in the schedule. The option CLINs for Engineering Services hours will be exercised by ESMs at the prices stated in the schedule. The Contracting Officer may exercise each option at the times shown in Section F of the contract. Range options may be exercised in varying amounts, for any portion thereof, one or more times, up to the maximum cumulative number of hours and dollar amounts shown for each option items. Manhours for the range options may be moved from one year to the next or moved from a future year to a current year and purchased at the rate for the year in which actually purchased provided the total number of hours purchased does not exceed the cumulative total for all option manhours of \_\_\_\_\_\_\_\_ The Material/ODC allotted for each option may also be moved provided the total cumulative amount is not exceeded.

#### H-8 52.242-4702 TECHNICAL LIAISON AND SURVEILLANCE CLAUSE (USAAMCOM) JUN/1997

Performance by the Contractor of the technical aspects of this contract shall be under the cognizance of the <u>JLENS COTR</u>, REDSTONE ARSENAL, AL. 35898. All technical liaison with and technical surveillance of the contractor, within the scope of this contract, will be furnished by the Project Manager, or his authorized representative. Communication of technical matters pertaining to this contract shall be directly between the Contractor and the U.S. Army Aviation and Missile Command, ATTN: <u>CMDS Project Office</u>, Attn: <u>SPAE-MSLS-CMDS-JLN</u>, Redstone Arsenal, AL, 35898-5249, with a copy of such correspondence to the ACO and PCO.

The above clause is governed by the following:

No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorisation of the Contracting Officer shall be the responsibility of the Contractor.

## H-9 GOVERNMENT-CONTRACTOR RELATIONSHIPS

- A. Contractor personnel under this contract shall not:
  - 1. Be placed in a position where they are employed by a Federal Officer, or are under the supervision, direction, or evaluation
  - of a Federal Officer, military or civilian;
  - 2. Be placed in a quasi-Government or policy making position;
  - 3. Be placed in a position of command, supervision, administration or control over Department of Army military or civilian personnel.
  - or become part of the Government organization;
  - 4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of Army or other applicable Federal

Agencies:

- 5. Be used in administration or supervision of Government procurement activities.
- B. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.
- C. All contract personnel attending meetings, answering Government telephones, sending electronic mail, and working in other situations where their contractor status has not been made known to third parties shall identify themselves as such to avoid creating an impression that they are Government officials. Contractor personnel shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Page 16 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

IF ALL OR ANY PART OF THE WORK IS TO BE PERFORMED AT A GOVERNMENT-OWNED INSTALLATION OF RESERVATION, THE CONTRACTOR PERSONNEL WORKING AT SUCH INSTALLATION OF RESERVATION SHALL BE REQUIRED TO OBSERVE ALL SPECIFIC RULES AND REGULATIONS PROMULGATED FOR ALL PROVATE CONTRACTOR PERSONNEL PERTAINING TO CONDUCT, SAFETY AND SECURITY PRESCRIBED BY THE AUTHORITIES AT SAID INSTALLATION AND RESERVATION IN THE PERFORMANCE OF THEIR DUTIES.

#### H-11 LOSS, DAMAGE, OR RELATED EXPENSE

ANY LOSS, DAMAGE OR EXPENSE, BORNE BY THE CONTACTOR OR ITS EMPLOYEES, INCLUDING ANY LOSS OR DAMAGES TO ANY PROPERTY LOCATED IN THE COUNTRY AND OWNED OR LEASED BY THE CONTRACTOR OR ITS EMPLOYEES, RESULTING FROM ANY WAR, CIVIL STRIFE, OR ACT FOR POLITICAL OR TERRORIST PURPOSES, OF ANY PERSON OR PERSONS, WHETHER OR NOT AGENTS OF A SOVEREIGN POWER, WHETHER SUCH LOSS, DAMAGE OR EXPENSE IS ACCIDENTAL OR INTENTIONAL, SHALL BE REIMBURSED TO THE CONTRACTOR, PROVIDED COST OR SUCH LOSS, DAMAGE OR EXPENSE IS NOT REIMBURSED TO THE CONTRACTOR THROUGH INSURANCE COVERAGE THEREOF.

#### H-12 GOVERNMENT FURNISHED PROPERTY (USAAMCOM)

IN THE PERFORMANCE OF CONTRACTUAL ACTIONS. THE CONTRACTOR IS AUTHORIZED TO USE THE GOVERNMENT PROPERTY HELD BY THE CONTRACTOR, OR TO BE ACQUIRED BY THE CONTRACTOR FOR THE GOVERNMENTS ACCOUNT OR FURNISHED BY THE GOVERNMENT UNDER THE TERMS OF THE FOLLOWING CONTRACTS OR AGREEMENTS ON A RENT-FREE, NONINTERFERENCE BASIS ON CONTRACT DASG60-98-C-0001 RAYTHEON COMPANY ANDOVER, MA.

#### H-13 SERVICES FURNISHED BY THE GOVERNMENT

IN ACCORDANCE WITH SERVICES TO BE RENDERED HEREUNDER, THE GOVERNMENT SHALL FURNISH AND SUPPLY THE CONTRACTOR THE POLLOWING FACILITIES AND SERVICES:

A. USE OF GOVERNMENT COMMUNICATION FACILITIES FOR THE EXCHANGE OF MESSAGES BETWEEN CONTRACTOR PERSONNEL AND THE CONTRACTOR, WHERE AND WHEN AVAILABLE IF THE CONTRACTOR IS UNABLE TO PRECURE COMMERCIAL COMMUNICATION SERVICES; USE THEREOF SHALL BE SUBJECT TO

#### GOVERNMENT APPROVAL.

B. USE OF GOVERNMENT SERVICES AND AGENCIES IN THE TRANSMITTAL OF FUNDS TO CONTRACTOR PERSONNEL AND AS A MEDIUM OF COMMERCIAL EXCHANGE FOR SAID PERSONNEL WHEN ADEQUATE COMMERCIAL SERVICES AND FACILITIES ARE NOT AVAILABLE, SUBJECT TO AVAILABILITY AND TO THE

APPROVAL OF THE INSTALLATION/SITE COMMANDER.

#### H-14 SPECIAL DEFINITIONS

CONTRACTOR REPRESENTATIVES LOCATED ON SITE ARE ELIGIBLE FOR CONSIDERATIONS PROVIDED TO COMPANY GRADE OFFICERS, SUBJECT TO AVAILABILITY AND TO THE APPROVAL OF THE INSTALLATION/SITE COMMANDER.

## H-15 GOVERNMENT NOTIFICATION OF FOLLOW-ON CONTRACT

THE GOVERNMENT WILL NOTIFY THE CONTRACTOR PRIOR TO THE END OF THE FERIOD OF PERFORMANCE OF THIS CONTRACT OF ITS INTENT TO AWARD A FOLLOW-ON CONTRACT OR ITS INTENT NOT TO AWARD A FOLLOW-ON CONTRACT; IN TURN THE CONTRACTOR WILL NOTIFY THE GOVERNMENT OF HOW MANY RAYTHEON EMPLOYEES WILL REMAIN ON THE WORK SITE AND THE NUMBER TO BE DEMOBILIZED AS WELL AS THE MOBILIZATION OF REPLACEMENT PERSONNEL, IF APPLICABLE. MOBILIZATION/DEMOBILIZATION COST WILL BE ADDED TO THE CONTRACT AT AN AGREED TO RATE.

#### H-16 LEAVE

COST ASSOCIATED WITH ONE WEEK'S HOME LEAVE AFTER 6 MONTHS IN THEATER FOR EACH CONTRACTOR MAJOR ITEMS TECHNICIAN ARE ALLOWABLE.

## H-17 PLY MILITARY AIRCRAFT

THE CONTRACTOR MAY BE REQUIRED TO FLY VIA FIXED WING OR ROTARY AIRCRAFT TO REMOTE SITES IN ORDER TO PERFORM TECHNICAL EVALUATION/INSTRUCTIONS.

#### H-18 PHYSICAL SECURITY REGULATIONS

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-13, THE ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF
THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL; DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY; AND AMC SUPPLEMENT 1 TO AR 190-13.
THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATORS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN THAT
PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY OF THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT
PERTAINS TO THEIR MISSION.

## H-19 LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS

1. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS WILL BE PURNISHED IN AREAS WHERE SOPA PROVILEGES ARE

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Page 17 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

AVAILABLE FOR OCONUS SUPPORT OF THIS CONTRACT AS FOLLOWS:

- A. COMMISSARY (INCLUDES RATIONED ITEMS).
- B. AAFES FACILITIES (MILITARY EXCHANGE) (INCLUDES RATIONED ITEMS).
- C. ARMED FORCES RECREATION FACILITIES.
- D. CLASS VI (ALCOHOLIC BEVERAGES, INCLUDES RATIONED ITEMS).
- E. CUSTOMS EXEMPTION.
- F. LEGAL ASSISTANCE.
- G. LOCAL GOVERNMENT TRANSPORTATION FOR OFFICAL GOVERNMENT BUSINESS (NONTACTICAL VEHICLE).
- H. LOCAL MORALE/WELFARE RECREATION SERVICES.
- I. MILITARY BANKING FACILITIES.
- J. MILITARY POSTAL SERVICE
- K. MORTUARY SERVICE OFFICER OR NCO/EM CLUBS.
- L. POV (PRIVATELY-OWNED VEHICLES).
- M. POV REGISTRATION FOR USAREUR.
- N. PURCHASE OF POL (PETROLEUM AND OIL PRODUCTS).
- O. TRANSIENT BILLETS.

NOTE: TRANSIENT BILLETS MAY BE AUTHORIZED ON A SPACE-AVAILABLE BASIS AFTER ALL OTHER ELIGIBLE PERSONNEL HAVE BEEN BILLETED.

- P. MESSING FACILITIES AT REMOTE SITES ONLY (REIMBURSABLE).
- Q. ARMY CONTINUING EDUCATION SERVICES.
- R. CREDIT UNION FACILITIES.
- S. DEPENDENT SCHOOLS, ON A SPACE-AVAILABLE, TUITION-PAYING BASIS.

NOTE: DEPENDENT SCHOOLS ARE NOT AUTHORIZED ON A SPACE-REQUIRED BASIS FOR CONTRACTOR PERSONNEL.

- T. MEDICAL/DENTAL SERVICES ON A REIMBURSABLE BASIS: DENTAL CARE, AVAILABLE ONLY FOR EMERGENCY
- CONDITIONS, ON A REIMBURSABLE BASIS.
- U. PET/FIREARMS REGISTRATION AND CONTROL.
- V. NATO STATUS OF FORCES AGREEMENT STAMP.
- 2. LOGISTIC SUPPORT OF DEPENDENTS IS HEREBY AUTHORIZED UNDER THIS CONTRACT.
- 3. CONTRACT PERSONNEL MUST NOT BE ORDINARILY RESIDENT IN THE HOST COUNTRY, NATIONALS OF NON-NATO COUNTRY OR STATELESS PERSONS. THEY MUST BE ENGAGED FULL TIME IN SUPPORT OF A US FORCES MISSION.
- 4. SPECIFIC ATTENTION IS INVITED TO THE FACT THAT QUATERMASTER LAUNDRY, DRY-CLEANING, AND PERMANENT FAMILY OR BACHELOR GOVERNMENT QUARTERS ARE NOT INCLUDED AS ITEMS OF INDIVIDUAL LOGISTIC SUPPORTS.
- 5. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS FOR OCONUS WILL BE CHARGED ACCORDING TO ANY APPLICABLE STATUS OF FORCES AGREEMENTS (SOFA), AT THE DISCRETION OF THE LOCAL U.S. ARMY COMMAND.

#### H-20 TAXES AND CUSTOMS DUTIES

THE NEGOTIATED PRICE HEREIN INCLUDES NO AMOUNT FOR PAYMENT TO ANY FOREIGN GOVERNMENT FOR ANY TAXES (INCLUDING "INCOME"), IMPORT OR EXPORT DUTIES, LICENSES, EXCISES, IMPORT BONDS, DEPOSITS, OR ANY OTHER IDENTIFIABLE CHARGES. IT IS AGREED THAT THE CONTRACT PRICE SHALL BE EQUITABLY ADJUSTED IN THE EVENT THAT A FOREIGN GOVERNMENT IMPOSES ANY SUCH CHARGES RELATING TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT.

H-21 PHYSICAL SECURITY REGULATIONS PERFORMED AT WHITE SANDS MISSILE RANGE (WSMR)

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-11, PHYSICAL SECURITY OF ARMS, AMMUNITION, AND EXPLOSIVES; AR 190-13, THE ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL: DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY: AND AMC SUPPLEMENT 1 TO 190-11 AND 190-13. THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATIONS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN THAT PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY OF THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT PERTAINS TO THEIR MISSION.

H-22 HOURS OF WORK

- A. CONTRACTOR PERSONNEL UNDER THIS CONTRACT SHALL BE SUBJECT TO CALL TWENTY-FOUR (24) HOURS PER DAY, SEVEN (7) DAYS PER WEEK.
  NORMALLY, CONTRACTOR PERSONNEL WILL PERFORM THEIR WORK DURING NORMAL WORKING HOURS ON THE NORMAL WORKING DAYS OBSERVED BY THE
  INSTALLATION OR ACTIVITY TO WHICH THEY ARE ASSIGNED. MORMAL WORKING HOURS IS DEPINED AS FORTY (40) PER WEEK WITHIN THE DESIGNATED WORK
  PERIOD.
- B. PREMIUM PAY FOR OVERTIME IS NOT AUTHORIZED.
- C. AN EXTENDED WORK WEEK IS AUTHORIZED FOR CONTRACTOR PERSONNEL AT ALL OCONUS LOCATIONS. AN EXTENDED WORK WEEK IS DEFINED AS FORTY-ONE (41) HOURS UP TO FIFTY-SIX (56) HOURS PER WEEK WITHIN THE DESIGNATED WORK PERIOD. THE EXTENDED WORK WEEK MUST BE APPROVED ON A CASE-BY-CASE BASIS BY THE COR OR CONTRACT TECHNICAL MANAGER.
- D. UNDER CONTINGENCY OPERATION CONDITIONS, AN EXTENDED WORK WEEK UP TO EIGHTY-BIGHT (88) HOURS IS AUTHORIZED FOR CONTRACTOR PERSONNEL WITHIN THE DESIGNATED WORK PERIOD. "CONTINGENCY OPERATION CONDITIONS" IS DEFINED AS AN EMERGENCY SITUATION DECLARED BY THE COMMANDER OF THE UNIT THAT THE CONTRACTOR PERSONNEL IS SUPPORTING. A CONTINGENCY OPERATION RELATED WORK WEEK MUST BE APPROVED ON A CASE BY CASE BASIS BY THE COR OR CONTRACT TECHNICAL MANAGER.

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Page 18 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

Continued Performance During Crisis Situation

- 1. The requirements of this contract have been identified by the U.S. Government (USG) as being essential to the mission and operational readiness of the U.S. Army and Allied Porces. Therefore, the contractor may be required to perform this contract on best effort basis during crises situations subject to the requirements and provisions listed below:
- a. The contractor's obligations under this contract are limited to providing its reasonable best efforts to provide personnel to deploy with a military unit in a crisis situation that could involve hostilities. The contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations including the existence of any state of war, whether declared or undeclared by the United States, operations-other-than-war (OOTW), declared state of emergency, civil disturbance, or activity of any type which could endanger the welfare and security of the U. S. and/or its Allied Forces. The contractor's inability to provide personnel under these circumstances shall be considered an excusable delay. Except when required by statute, contractor personnel shall not be subject to the Uniform Code of Military Justice (UCMJ) including the absence/desertion provisions.
- b. The existence of a crises situations will be determined by the National Command Authority, the overseas Theater Commander or when defense readiness condition (DEFCON) three (3) is declared for a specific area.
- c. Continued performance hereunder may require an equitable adjustment to the contracts estimated cost, fee and/or schedule; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during crisis situations. The contractor shall notify the contracting officer (KO) of any increase or decrease in cost within ninety (90) days after the event has occurred or performance has been directed by the KO, or within any additional period that the KO may approve in writing (email acceptable), but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the KO. Within ninety (90) days receipt of the contractor's proposal, the parties shall negotiate an equitable adjustment in the contract cost and fee. Failure to agree on any adjustments shall be handled as a dispute under the dispute clause of this contract.
- d. In the event a crisis situation is declared by the Theater Commander for an area of operation (AO) in which contractor personnel and/or dependents are currently deployed, contractor personnel and deployed dependents will be integrated into Government contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security, housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other available support afforded to Government employees and military personnel to contractor personnel and dependents, and, should conditions warrant, evacuation of dependents from the theater or area of operation (AO).
- e. The contractor shall be relieved of the requirement for continuing service in the theater or area of operations during the crisis situation or period of hostilities to the extent that qualified personnel willing to serve in the theater or area of operations are not available. The return to the contractor's plant of any employee not willing to serve in the theater of operations or area of deployment shall be determined to be for the convenience of the contractor. However, the contractor shall make reasonable efforts to provide uninterrupted contract performance by qualified, willing personnel. The contract cost and fee shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance, when and if appropriate.
- f. To ensure that personnel selected for deployment are capable of enduring the rigors of deployment in support of a military operation, the contractor shall conduct periodic medical and dental evaluations of all its contractor's deployable personnel. Personnel that have physical or mental conditions that require continuous monitoring by health care professionals and those with disabilities, pregnancy, and special-needs will not be considered deployable.
- g. The activities and responsibilities of the USG under this program may be suspended at any time upon determination by the Theater Commander that, due to war, armed conflict, insurrection, military or civil unrest, or any other condition, the best interests of the USG so require. The parties hereto shall negotiate an equitable adjustment to the contract to reimburse the Contractor for any special or additional costs resulting from such suspension and return to Contractor's plant of all contractor personnel, equipment and material.
- h. Contractor Personnel assigned to support crisis situations will be entitled to receive hazardous duty pay premium of IAW the contractor's published hazardous pay policy. Other direct cost items, to include travel and per diem, additional insurance coverage and any special equipment associated with the performance of work during a crisis that the volunteering personnel purchase on their own or that the Contractor purchases for the employee may be reimbursed by the USG.
- In the event that the contractor deploys personnel into an AO in support of a crises situation, the following will apply:
- a. To the extent that qualified personnel are willing to serve in the AO, contractor personnel shall deploy, if at all practical, with the supported unit, if directed by the PCO. Contractor personnel arriving in the AO separate from the unit to be supported shall process through the designated CONUS Replacement Center (CRC) to verify requirements for deployment have been met. If applicable, the USG will use its best efforts to cause the host country or pertinent third party countries to minimize delays in

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 19 of 41

PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

## Name of Offeror or Contractor: RAYTHEON COMPANY

transporting personnel, parts and materials of and for the contractor. Under no circumstances will contractor personnel be deployed as a part of the initial attacking/invading forces or prior to such time as the Theater Commander has established a secure base of logistics operations.

- b. The USG will facilitate the establishment of required lines of communication to allow the contractor to communicate with locations necessary to perform the requirements of this contract.
- c. The contractor shall ensure that contractor employees comply with all guidance, instructions and General Orders applicable to U.S. Armed Forces and Department of Defense (DOD) civilians issued by the Theater Commander or his/her representative. This will include any/all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.
- d. The contractor shall ensure that all contractor employees comply with pertinent Service and DOD directives, policies and procedures, as well as Federal Statues, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations (AO).
- e. The contractor shall take reasonable steps to ensure the good conduct of its employees. The contractor shall promptly resolve, to the satisfaction of the KO, all contractor employee performance and conduct problems identified by the KO or his/her designated representative.
- f. The contracting officer may direct the contractor, at the contractor's expense, to remove and replace, to the extend qualified, willing personnel exist, any contractor personnel failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative,
- g. The contractor shall place all employees deploying to support this contract under administrative control of the designated Logistics Support Element.
- h. The KO or his/her representative (in coordination with the Logistics Support Element Commander) shall provide the contractor with all required reporting instructions and procedures.
- i. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military.
- j. To the extent that qualified, willing personnel are available, the contractor will replace employees within 72 hours, at contractor expense, if the employee departs an AO without permission from the Theater Command or his designated representative.
- k. As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations.
- Contractor personnel will be integrated into USG contingency plans and afforded the same rights, privileges, protection and
  priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security (force protection),
  housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other
  available support afforded to Government employees and military personnel, and should conditions warrant, evacuation from the
  theater or area of operation (AO).
- m. While contractor employees are deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions:
  - 1). The legal assistance is in accordance with applicable international or host nation agreements.
- The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal correspondence and documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.
- n. For any contractor employee determined by the Government at the deployment processing site to be non-deployable for any reason, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, the contractor shall (to the best of their ability and to the extend the qualified, willing personnel are available), provide a replacement in time for a scheduled deployment.
- o. As a part of deployment processing at the CONUS Replacement Center (CRC), the USG will provide deploying contractor personnel, at no cost, the following:
- 1). Access to medical immunizations. Injections against biological and chemical warfare will be provided to contractor personnel as appropriate.

Page 20 of 41	MOD/AMD	MIN/SIIM MATEGO-10-C-0003	Table MONTANTANOS	
	ng Continued	Reference No. of Document Bei	CONTINUATION SHEET	

3). Special training commensurate with that provided to deploying DOD divilian employees including, but not limited to, training and lesuance of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) to be used in the event of the use of biological or chemical weaponry by any party associated with the operation. Successful completion of NBC training will be required for deployment.

- 3). Legal assistance in accordance with the following conditions:
- a). The legal assistance is in accordance with applicable international or host nation agreements.
- b). The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.
- 4). The USO will supply the contractor with a Letter of Accreditation and/or Individual Travel Orders (DD Form 1610), personal in a crisis situation tags, and DD Form 1173 identification (ID) Cards, or its equivalent, when necessary for performance of the contract in a crisis situation.
- 5). The USG will provide to the contractor all required military unique organizational clothing and individual equipment. Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment, but will not include the battle dress uniform (BDU) worn by members of the armed services. (As non-combatants on the battlefield, contractors are prohibited from the wearing of U.S. Army uniforms.)
- p, The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, coknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- q. Upon redeployment or at the direction of the XO, the contractor shall ensure that all issued identification cards, tags, organizational clothing and individual equipment is returned to the USG. The XO will require the contractor to reimburse the USG for organizational clothing and individual equipment lost or damaged due to contractor negligence.
- r. The USG will granted contractor personnel Status of Forces Agreement (SOFA) protection where available. Contractor personnel will personnel accompanying U.S. Armed Forces may be subject to hostile actions, it captured, the status of Contractor personnel will depend upon the type of conflict, applicability of any relevant international agreements, and the nature of the hostile force. The full protections granted to Prisonars of War (PONs) under the Geneva (1949) and Hague (1907) conventions apply only during international armed conflicts between signatories to these conventions. Therefore, contractor personnel status will depend on the protected as PONs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper granted are entitled to be protected as PONs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper personnel are entitled to be protected as PONs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper personnel are entitled to be protected as PONs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper contractor personnel in contract cost and fee as a result of the Contractor or contractor personnel incurring any counsel fees, equitable adjustment in contract cost and fee as a result of the Contractor or contractor personnel incurring any counsel fees, equitable adjustment in contract cost and fees as a result of the Contractor or contractor personnel incurring any counsel fees, equitable adjustment in contract cost and fees as a result of the Contractor or contractor personnel incurring any counsel fees, equitable adjustment in contract cost and fees as a result of the Contractor or contractor personnel incurring any counsel fees,
- a. Contractor Personnel deployed oversess to perform work for the United States quality, if injured or killed while deployed, for Workers Compensation under the Defense Base Act is amended or revoked during the performance of the contract, the contractor shall be entitled to an equitable adjustment in the cost, fee, schedule or terms and conditions of this contract, for all personnel deployed during a crisis situation, the Contractor may obtain special insurance for coverage in the event of death or dismemberment. In addition, short and long term disability insurance may be provided.
- t. The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment. Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative. The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.
- u. At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports, visas, or subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and contractor employees shall be procedures, laws, and duties of the United States upon re-entry.
- v. PAR 28,305 Overseas Workers' Compensation and War-hazard Insurance.
- M. DFAR 352,228-7003 Capture and Detention. As prescribed in 228.370(d), use the following clause:

CAPTURE AND DETENTION (DEC 1991)

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 21 of 41

PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

- (a) As used in this clause-
  - (1) "Captured person" means any employee of the Contractor who is-
    - (i) Assigned to duty outside the United States for the performance of this contract; and
- (ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or
- (iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either-
  - (A) Engaged in activity directly arising out of and in the course of employment under

this contract; or

- (B) Captured in an area where required to be only in order to perform this contract.
- (2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.
  - (3) "United States" comprises geographically the 50 states and the District of Columbia.
- (4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.
- (b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of-
- (1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or
- (2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.
- (c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.
- (d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.
- (e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

## Reference No. of Document Being Continued

Page 22 of 41

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARA.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
1-1	52.202-1	DEPINITIONS	JUL/2004
1-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
1-3	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-4	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
1-5	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
1-6	52,209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	SEP/2006
I-7		CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2000
1-8	52.211+5	MATERIAL REQUIREMENTS DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
1-9	52.211-15 52.212-4	CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS	MAR/2009
I-10		AUDIT AND RECORDSNEGOTIATIONS	JUN/1999
1-10	52.215-2	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-11	52.215-0	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) ALTERNATE	OCT/1997
1-12	52.215-9	I (OCT 1997)	
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
1-16	52,215-13	SUBCONTRACTOR COST OR PRICING DATAMODIFICATIONS	OCT/1997
1-17	52,215-14	INTEGRITY OF UNIT PRICES	OCT/1997
1-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
1-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
1-20	52.216-8	FIXED FEE	MAR/1997
1-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR/2008
1-22	52.219-16	LIQUIDATED DAMAGESSUBCONTRACTING PLAN	JAN/1999
1-23	52.222-3	CONVICT LABOR	JUN/2003
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION	JUL/2005
1-25	52.222-26	EQUAL OPPORTUNITY	MAR/2007
1-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE	SEP/2006
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
1-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
1-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
1-29	52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG/2007
1-30	52.223-6	DRUG-PREE WORKPLACE	MAY/2001
1-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN FURCHASES	JUN/2008
1-32	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
1-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
1-34	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
1-35	52,228-7	INSURANCELIABILITY TO THIRD PERSONS	MAR/1996
1-36	52,230-2	COST ACCOUNTING STANDARDS	OCT/2008
1-37	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT/2008
1-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
1-39	52,232-1	PAYMENTS	APR/1984
I-40	52,232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984
1-42	52.232-17	INTEREST	OCT/2008
I-43	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-44	52.232-20	LIMITATION OF COST	APR/1984
1-45	52.232-22	LIMITATION OF FUNDS	APR/1984
1-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
1-47	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)	APR/1984

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD

Page 23 of 41

	Regulatory Cite	Title	Date
1-48	52.232-25	PROMPT PAYMENT	OCT/2008
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
1-50	52.233-1	DISPUTES	JUL/2002
1-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)	JUN/1985
1-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-54	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
1-55	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
1-56	52.242-13	BANKRUPTCY	JUL/1995
1-57	52.243-1	CHANGESFIXED PRICE (AUG 1987) ALTERNATE I (APR 1984)	APR/1984
I-58	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) ALTERNATE I (APR 1984)	APR/1984
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
1-60	52.245-9	USE AND CHARGES	JUN/2007
1-61	52.246-25	LIMITATION OF LIABILITYSERVICES	FEB/1997
1-62	52,248-1	VALUE ENGINEERING	FEB/2000
I-63	52.248-1	VALUE ENGINEERING (FEB 2000) ALTERNATE I (APR 1984)	APR/1984
1-64	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-65	52,249-14	EXCUSABLE DELAYS	APR/1984
1-66	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
1-67	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
1-69	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
1-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
1-72	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
1-73	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
1-74	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA SUBMISSION AFTER AWARD	MAY/2007
1-75	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
1-76	252,225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAR/2008
1-77	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-79	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-80	252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS (NOV 1995) ALTERNATS I (JUN 1995)	JUN/1995
I-81	252,227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
1-82	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE	JUN/1995
I-83	252.227-7021	RIGHTS IN DATAEXISTING WORKS	MAR/1979
I-84	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
1-85	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-86	252,227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-87	252,227-7039	PATENTS REPORTING OF SUBJECT INVENTIONS	APR/1990
I-88	252.228-7003	CAPTURE AND DETENTION	DEC/1991
1-89	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
1-90	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
1-91	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
1-92	252,243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
1-93	252,249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/2006
I-94	52,216-7	ALLOWABLE COST AND PAYMENT (DEC 2002) ALTERNATE I (FEB 1997)	FEB/1997

<sup>(1)</sup> The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 24 of 41
CONTINUATION SHEET	PHN/SHN W31P4Q-10-C-0003	MOD/AMD	

- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52,232-25.
- (3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- (b) Reimbursing costs.
- (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b) (2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --
- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --
- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made
  - (1) In accordance with the terms and conditions of a subcontract or invoice; and
  - (2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;
  - (B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;
  - (C) Direct labor:
  - (D) Direct travel;
  - (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of progress and other payments to the Contractors subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled Prompt Payment for Construction Contracts. Payments shall be made by cash, check, or other form of payment to the Contractors subcontractors under similar cost standards.
  - (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless
    - (i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of costreimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  - (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 41
CONTINUATION SHEET	PHN/SHN W31P4Q-10-C-0003	MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

- (ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify
  - (i) the agreed-upon final annual indirect cost rates,
  - (ii) the bases to which the rates apply,
  - (iii) the periods for which the rates apply,
  - (iv) any specific indirect cost items treated as direct costs in the settlement, and
  - (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.
- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
  - (A) Determine the amounts due to the Contractor under the contract; and
  - (B) Record this determination in a unilateral modification to the contract.
  - (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --
  - (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --
  - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
  - (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment.
- (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d) (5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract: and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --
  - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-95

52.216-7

ALLOWABLE COST AND PAYMENT

DEC/2002

Page 26 of 41

#### (a) Invoicing.

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- (b) Reimbursing costs.
- (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --
- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) Where the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --
- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made
  - (1) In accordance with the terms and conditions of a subcontract or invoice; and
  - (2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;
  - (B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Page 27 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
  - (iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.
  - (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless
    - (i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting torth the final indirect cost rates. The understanding shall specify
  - (i) the agreed-upon final annual indirect cost rates,
  - (ii) the bases to which the rates apply,
  - (iii) the periods for which the rates apply,
  - (iv) any specific indirect cost items treated as direct costs in the settlement, and
  - (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 28 of 41
CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
  - (A) Determine the amounts due to the Contractor under the contract, and
  - (B) Record this determination in a unilateral modification to the contract.
  - (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --
  - (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures, Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --
  - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
  - (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment.

I-96

- (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --
  - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (8) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES NOV/1999

#### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD

Page 29 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by a written modification notice to the Contractor within 60 days.

(End of Clause)

1-97

52.245-2

GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES

JUN/2007

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is' condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
- (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (e) Government property provided under this clause:

-1-

(End of Clause)

I-98

252.225-7043

ANTITERRORISM/PORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES

MAR/2006

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall
  - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
  - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is:
  - (1) A foreign government:
  - (2) A representative of a foreign government; or
  - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from -1-.

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 30 of 41

PillySiin W31P4Q-10-C-0003 MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

(End of clause)

I-99 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012)

JUN/200

(a) Definitions. As used in this clause

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
  - (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

#### Reference No. of Document Being Continued

Page 31 of 41

PHN/SHN W31P4Q-10-C-0003

Name of Offeror or Contractor: EAYTHEON COMPANY

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property-

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Pederal agency as determined by the Administrator of the General Services Administration (GSA).

#### (b) Property management.

- (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.
- (2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).
- (3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.
- (c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

## (d) Covernment - furnished property.

- (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. 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 and subsequently transferred to another contract with this Contractor.
- (2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.
- (i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.
- (ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).
- (iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.
  - (3) (i) The Contracting Officer may by written notice, at any time

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 32 of 41
CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

- (A) Increase or decrease the amount of Government-furnished property under this contract;
- (B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or
  - (C) Withdraw authority to use property.
- (ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.
- (e) Title to Government property.
- (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
  - (2) Fixed-price contracts.
- (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.
- (ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.
- (iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract
- (A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
  - (B) Title to all other material shall pass to and vest in the Government upon
    - (1) Issuance of the material for use in contract performance;
    - (2) Commencement of processing of the material or its use in contract performance; or
    - (3) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line Items under Fixed-Price contracts.
- (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
  - (ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon
    - (A) Issuance of the property for use in contract performance;
    - (E) Commencement of processing of the property for use in contract performance; or
    - (C) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (iii) All Covernment-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.
- (f) Contractor plans and systems.
- (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:
- Acquisition of Property, The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.
  - (ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information

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Page 33 of 41	ng Continued	Reference No. of Document Bein	CONTINUATION SHEET

necessary to meet the record requirements of paragraph (f)(1)(11)(11)(1) through (S) of this clause, identify as dovernment owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepencies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortcages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and warional stock number (if needed for additional item identification tracking and/or disposition).

- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.

(8) Disposition.

- (9) Posting reference and date of transaction.
- (10) Date placed in service,
- (H) Use of a Receipt and Issue System for Government Material, When approved by the Property Administrator, the Contractor may maintain, in liteu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.
- (iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).
- (v) Subcontractor control.
- (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).
- (B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the
- (vi) Reports, The Contractor shall have a process to create and provide reports of discrepandies; loss, damage, destruction, or the the inventory results; sudits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.
- (A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish, a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts Decome known or when requested by the Government.
- (B) Such reports shall, at a minimum, contain the following information:

## Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Page 34 of 41

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
  - (11) Copies of all supporting documentation.
  - (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
- (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
  - (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
  - (viii) Utilizing Government property.
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closecut, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases, physically inventorying all property upon termination or completion of this contract, and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.
- (3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 35 of 41

PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

- (g) Systems analysis.
- (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.
- (2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.
- (3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.
- (4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.
- (h) Contractor Liability for Government Property.
- (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies
- (i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.
- (ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.
- (iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.
- (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
- (3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
- (4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.
- (i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:
  - (1) Any delay in delivery of Government-furnished property.
  - (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
  - (3) An increase, decrease, or substitution of Government-furnished property.
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Flant Clearance Officer.
  - (1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 36 of 41
CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD	

- (i) Contractor with an approved scrap procedure.
- (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval.

  However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.
- (B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that
  - (1) Requires demilitarization;
  - (2) Is a classified item;
  - (3) Is generated from classified items;
  - (4) Contains hazardous materials or hazardous wastes;
  - (5) Contains precious metals; or
  - (6) Is dangerous to the public health, safety, or welfare.
- (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.
  - (2) Predisposal requirements.
- (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority
  - (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
  - (B) May purchase the property at the acquisition cost; or
- (C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
- (ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j) (2) (i) (h) of this clause, property that was not purchased under paragraph (j) (2) (i) (B) of this clause, and property that could not be returned to a supplier under paragraph (j) (2) (i) (C) of this clause.
  - (3) Inventory disposal schedules.
    - (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify
- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another
   Government contract do not require the Government to furnish that property for performance of this contract;
- (B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and
  - (C) Termination inventory.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for
  - (A) Special test equipment with commercial components;
  - (B) Special test equipment without commercial components;
  - (C) Printing equipment;

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Page 37 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

- (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
- (E) Precious metals;
- (F) Mononuclear hazardous materials or hazardous wastes; or
- (C) Nuclear materials or nuclear wastes.
- (iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.
  - (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than
- (i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;
- (ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
- (iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.
  - (5) Corrections. The Plant Clearance Officer may
    - (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
    - (ii) Require the Contractor to correct an inventory disposal schedule.
- (6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.
  - (7) Storage.
- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
- (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.
  - (8) Disposition instructions.
- If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.
- (ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.
- (iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.
- (9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.
- (10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.
- (k) Abandonment of Government property.

#### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

- (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.
- (2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.
- (3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.
- (1) Communication. All communications under this clause shall be in writing.
- (m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of clause)

I-100

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

Page 38 of 41

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 svailable. Also, the full text of a clause may be accessed electronically at this/these address:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saalzp/procurement/afars.doc

(End of Clause)

I-10

252.219-7004

SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEVIATION -- #2008-

000081

(a) Definition.

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Subcontract" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (b) The Contractor's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.
- (c) The Contractor shall --
- (1) Ensure that subcontractors with subcontracting plans agree to submit an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS).
- (2) Provide its contract number, its DUNS number, and the e-mail address of the Contractor's official responsible for acknowledging or rejecting the ISR, to all first-tier subcontractors so they can enter this information into the eSRS when submitting their reports.
- (3) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans.
  - (4) Acknowledge or reject all ISRs submitted by its subcontractors using eSRS.
- (d) The Contractor shall submit SSRs using eSRS at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and

#### Reference No. of Document Being Continued

N.T.

Page 39 of 41

PIIN/SIIN W31P4Q-10-C-0003

MOD/AM

Name of Offeror or Contractor: RAYTHEON COMPANY

Universities and Minority Institutions. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the U.S. or its outlying areas should be included in these reports.

- (1) This report may be submitted on a corporate, company or subdivision (e.g., plant or division operating as a separate profit center) basis, as negotiated i the comprehensive subcontracting plan with the Defense Contract Management Agency.
- (2) This report encompasses all subcontracting under prime contracts and subcontracts with the Department of Defense, regardless of the dollar value of the subcontracts, and is based on the negotiated comprehensive subcontracting plan.
- (3) The report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days after the close of each reporting period.
- (4) The authority to acknowledge receipt or reject the SSR resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.
- (e) All reports submitted at the close of each fiscal year shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification system (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. The authority to acknowledge receipt or reject the Year End Report resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.
- (f) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (g) The Contractor shall include, in contracts that offer subcontracting possibilities, are expected to exceed \$550,000 (\$1,000,000 for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns
- (1) 52.219-9, Small Business Subcontracting Plan (DEVIATION) and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) with its Alternate I, when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to allow submission of SF 294s in lieu of ISRs.
- (2) 252.219-7004, Small Business Subcontracting Plan (Test Program) (DEVIATION) in subcontracts with subcontractors that participate in the test program described in DFARS 219.702.
- (3) FAR 52.219-9, Small Business Subcontracting Plan, and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEVIATION) when the Contracting Officer has included these clauses in the contract for purposes of flowing them down to subcontractors to require submittal of ISRs using eSRS.

(End of Clause)

I-102

52,219-4702

PILOT MENTOR-PROTEGE PROGRAM

NOV/2006

- The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.
- 2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.
  - b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --
    - 1) A graduated 6(a) firm that provides documentation of its ability to serve as a mentor;

CONTINUATION SHEET

Reference No. of Docume
PHN/SHN W31P4Q-10-C-0003

#### Reference No. of Document Being Continued

MOD/AMD

Page 40 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

- 2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and
- 3) A graduate of the 8(a) program. A firm's graduation can be validated by either
- (a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (http://www.ccr.gov/) if the firm retains its small business size, or
  - (b) Contacting the graduated 8(a) firm's SBA District Office.
- 3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZONE). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZONE Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.
- 4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.
- 5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.
- 6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.
- 7. Full details of the program are located at http://www.acq.osd.mil/osbp/mentor\_protege/, http://sellingtoarmy.info/, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.
- 8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD

Page 41 of 41

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	STATEMENT OF WORK FOR JOINT LAND ATTACK CRUISE MISSILE DEPENSE ELVEVATED NETTED SENSOR SYSTEM (JLENS) ENGINEERING SERVICES	17-DEC-2008	008	EMAIL
Exhibit B	DOCUMENT SUMMARY LIST	17-DEC-2008	002	EMAIL
Exhibit C	CONTRACT DATA REQUIREMENTS LIST	17-DEC-2008	026	EMAIL
Exhibit D	DD254	17-DEC-2008	009	EMAIL

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION

TITLE

Representations, Certifications and Other Statements of Offeror.

Instructions And Conditions, and Notices to Offerors.

## APPENDIX C

# STATEMENT OF WORK (SOW)

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

#### 1.0 GENERAL

1.1 This SOW delineates in general terms the overall requirements of the engineering services (ES) to be performed by the Contractor; the conduct of nonrepetitive investigation, inspection, analysis and corrective action, and test or evaluation effort which will or may likely impact the software or hardware of the systems, their components, and configuration variants; and support of the JLENS program and its associated role in Integrated Air and Missile Defense. The support shall be allocated among Base Engineering Service Memorandums (ESMs). These Base ESMs are delineated in Section B of the contract and include the allocated hours of support per the respective Base ESM. The base ESMs describe the functional area and/or tasks within the area that may be required of the contractor during performance.

Specific performance of tasks that will be required after option exercise will be indicated by signature of sub-ESMs. These sub-ESMS delineate the technical direction of the respective tasks within Base ESMs. The Contractor is not authorized to perform specific ES tasks (sub-Engineering Services Memorandum or sub-ESMs) until the Government issues an approved Engineering Services Memorandum (ESM) form that describes the specific tasks that are required of the Contractor. The JLENS Product Manager, JLENS Product Office, is designated as the Government Technical Manager for this engineering services contract and will have approval authority of Engineering Services Memoranda (ESMs.) The Deputy Product Manager, JLENS, CMDS Project Office is designated as the Alternate Technical Manager. Approval authority of ESMs and sub-ESMs may also be delegated in writing by the approval authority. Revisions to ESMs will be incorporated by contract modifications. Redirection of effort between ESMs can only be accomplished by means of a contract modification. Revision to sub-ESMs will not require a contract modification.

# 2\_0 ENGINEERING SERVICES MEMORANDUM (ESM) AREAS

#### 2\_1 General

2.1.1 All efforts performed under this SOW shall be provided in accordance with (IAW) the ESMs and this SOW. No task shall be duplicated on concurrent contracts, or overlapping contracts.

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page | Of 9
Date: 17 MARCH 2010

- 2.1.2 ESMs shall contain both man-hour and dollar value limitations. Sub-ESMs shall specify man-hours, a dollar value, and contain time phased technical milestones. Man-hours and dollar limitations in the Sub-ESMs shall not be exceeded.
- 2.1.3 When any effort is initiated, even if to be incrementally funded, the complete effort shall be described in the initial ESM to include phased effort identifying the total cost and cost for each phase.

#### 2.2 ESM Structure.

- 2.2.1 The contractor shall perform the Engineering Services IAW the Base ESMs. The contractor shall allocate to each Base ESM the total contract funds needed to support the ESM through the contract period. The cumulative allocation under the Base ESMs shall at no time exceed the total contract funds. For level of effort EMSs, such as Program Management, the Base ESM will specify whether or not Sub-ESMs are required. All work content in the Program Management Base ESM will be accounted for within the Base-ESM. Sub-ESMs are not required in Program Management unless specified by the Contracting Officer or Government Technical Monitor. Within all other Base ESMs, Sub-ESMs shall be prepared defining specific work content within a given Base ESM. In no case shall the Contractor exceed the allocated funds in either a Base ESM or Sub-ESM without a revision which adds funds or redefines the ESM SOW.
- 2.2.1.1 A Sub-ESM shall describe each specific effort under the Base ESM.
- 2.2.1.2 Funding required for a Sub-ESM shall be obtained from the Base ESM. The total of all specific expenditures under all Sub-ESMs shall at no time exceed the total funds allocated under the Base ESM.
- 2.2.1.3 At the completion of each Sub-ESM, the contractor shall prepare a final report on that Sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.
- 2.3 Origination of ESMs. Either the contractor or the Government Technical Manager may originate new Base ESMs or Sub-ESMs at any time during the performance of this contract.
- 2.3.1 Revision of ESMs. In the event it becomes necessary to make any additions, deletions, or revisions to a Base ESM or a Sub-ESM, the contractor shall prepare a revised Base ESM or Sub-ESM. The Government may also submit a revision to a Base ESM or Sub-ESM.
- 2.3.2 In no case shall the contractor expend funds on a Sub-ESM beyond the original estimated cost prior to approval by the Government Technical Manager of a revision establishing a new estimated cost. The Contractor shall notify the Government Technical Manager when 75 percent of the funds allocated to the Sub-ESM has been expended.
- 2.3.3 The Government Technical Manager may authorize the shifting of effort from one Sub-ESM to another Sub-ESM or new Sub-ESM (within the same Base ESM and CLIN). This shall

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 2 Of 8
Date: 17 MARCH 2010

be accomplished by official revision and/or preparation of the Sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.

- 2.3.4 The contractor shall prepare and submit, upon request by the Government Technical Manager, a Sub-ESM to provide the necessary effort to accomplish any related task required by the Government. The explicit requirements of a Sub-ESM shall take precedence over the more general requirements in the Base ESMs.
- 2.4 Priority of ESMs and Sub-ESMs. The Government reserves the right to establish priority of all tasks under this contract.
- 2.5 Duplication. Sub-ESMs shall not be submitted for tasks where any portion has previously been submitted on a Sub-ESM and disapproved, unless specifically requested by the Government.
- 2.6 Sub-ESM Preparation. A Sub-ESM shall not be submitted to cover the preparation of Sub-ESMs.
- 2.6.1 Numbers assigned to any Sub-ESMs (approved/disapproved) shall not be reassigned to subsequent Sub-ESMs.
- 2.6.2 Duplication of work covered by a previous Sub-ESM shall be sufficient basis for disapproval of a proposed Sub-ESM. The cost of duplication of work under this contract for effort performed under this or any other contract with the Government will not be reimbursable.
- 2.6.3 Content of Each Sub-ESM. Each Sub-ESM prepared for submittal shall be complete and shall include a statement as to the related effect(s) of the effort on any other Sub-ESM under this contract. Each Sub-ESM shall define as associated costs such as the man-hours, materials cost, and other costs (e.g., travel cost).
- 2.7 Receipt of Base ESMs or Sub-ESMs. The Government Technical Manager will review each Base ESM or Sub-ESM for conformance to the technical requirements of the contract.
- 2.7.1 Base ESMs will be incorporated into the contract by formal modification.
- 2.7.2 Sub-ESMs may be issued by the Government Technical Manager within the limitations of this SOW and the delegation of authority from the PCO.

2.8 Program Management

This area involves Contractor activities regarding summary management of ESMs, including engineering services program planning, control of hours and costs, control and release of reports, and program liaison with the Government. The Contractor shall be a member of the joint Government-Contractor Engineering Services Integrated Product Team (IPT).

2.8.1 The Office of the Assistance Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site to capture all direct labor hours and direct labor dollars incurred by prime contractors and subcontractors required for performance of this contract. The prime contractor is required to provide the information addressed in the contractor user guide at the following web address: <a href="https://cmra.army.mil">https://cmra.army.mil</a>. Subcontractors are required to provide the information addressed in the subcontractor user guide at the web address provided above.

The required information includes Contract Number, Delivery or Task Order Number (if applicable), Direct Labor Hours, Direct Labor Dollars, Country, State, Zip Code, City or Installation of Service, Total Obligated Dollars, Total Invoiced Amount, Contractor Company Name, Contractor Point of Contact First and Last Name, Phone Number and Email Address.

The Contractor agrees to include, and require inclusion of, this term in subcontracts at any tier under this contract (except to vendors providing goods and no services other than incidental services). NOTE: Subcontractors will not enter any contract level information, only location data to include direct labor hours, direct labor dollars and location where provided.

The prime contractor shall establish the record.

2.8.1.1 Financial Reporting

The contractor shall submit financial reporting base ESM and sub-ESM IAW Contract Data Requirement Lists (CDRL) A018 and A019.

2.9 Engineering

This area involves Contractor-engineering activities. Included are system engineering functions to include software engineering/support for total system integration or product engineering required for resolution of problems encountered throughout the program lifecycle. Tasks include special studies and investigations, initiation of design changes, reports and test support, and support of system test, integration, and troubleshooting including data acquisition and analysis. In addition, they include the design and fabrication of hardware/software or material necessary to support such activities.

#### 2.10 Product Assurance/Test

This area involves Contractor quality activities relating to maintenance of a reliable system as required by associated system performance requirements and the technical data package. Tasks include reliability assessments, failure analysis, support and collection of test data and review of proposed changes to technical documentation for incorporation of quality and reliability factors. Quality records shall be available for government review at the Contractor's facility.

2.11 Configuration Management

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 4 Of 8
Date: 17 MARCH 2010

This area involves all Contractor configuration management activities relating to maintenance of and updates to the JLENS specifications and technical data.

## 2.12 Logistics

- 2.12.1 As directed, the contractor shall perform logistics studies on all aspects of JLENS hardware components and logistics to include the 10 elements of AR 700-127 (i.e., Technical data (ITEMS), provisioning, tools, facilities, transportation, training, computers, etc.), material handoff/training/transfer/deployment, post-FUE support, and training devices. As directed by the Government may request data on costs, schedule, and impact on the program.
- 2.12.2 Additional data bases. Upon the direction of the government, the contractor shall prepare additional databases on logistics elements, devices/hardware, and fielding. Comments, changes, and revisions from the Government shall be incorporated into the RPSTL prior to final acceptance.

# 3.0 ENGINEERING SERVICES MEMORANDUM (ESM) PROCESS

#### 3.1 General

- 3.1.1 With written delegation of authority from the Procuring Contracting Officer (PCO) and within the limitations of this SOW, the Government Technical Managers or their delegates may issue approved sub-ESMs to the Contractor.
- 3.1.2 Funding required for a Base ESM shall be obtained from its designated contract CLIN(s). The total expenditures under all Base ESMs shall at no time exceed the total funds allocated under its designated contract CLIN(s).
- 3.2 Sub-ESM Origination and Preparation
- 3.2.1 At the request of the Government Technical Managers or their delegate, the Contractor shall prepare and submit an ESM form to describe the necessary effort to accomplish any task required by the Government within the limitations of this SOW. The Government Technical Manager may also prepare a new sub-ESM during the performance of this contract.
- 3.2.2 The Contractor is not authorized to perform specific tasks under this contract until the Government issues an approved sub-ESM that describes the specific tasks that are required of the Contractor.
- 3.3 ESM Form Content
- 3.3.1 Each ESM prepared for submittal IAW DI-MISC-80748 shall also include:
- 3.3.1.1 A unique ESM number in the following format: two-letter system designator (JL for JLENS), 2-digit year of execution designator (-08), two-digit sequential control number (-01, -02, etc), ie, JL-08-01.

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 5 Of 6
Date: 17 MARCH 2010

- 3.3.1.2 Designation of effort as 'level of effort' type or 'completion' type.
- 3.3.1.3 Associated CLIN(s) for billing (to be completed by Government) for Government purposes.
- 3.3.1.4 Associated funding type (to be completed by Government) for Government purposes.
- 3.3.1.5 Associated man-hours and dollar value limitations.
- 3.3.1.6 Applicable deliverables.
- 3.3.1.7 Monthly allocation of effort in terms of man-hours and dollars.
- 3.3.1.8 Functional allocation of effort in terms of man-hours.
- 3.3.1.9 Applicable time-phased technical milestones.
- 3.3.2 When any effort is initiated, even if it is to be incrementally funded, the complete effort shall be described in the initial sub-ESM and shall identify the scope, estimated cost, and completion date, if applicable for each phase, as well as applicable technical milestones, Government Furnished Property (GFP) requirements, and deliverables for each phase.
- 3.3.3 A sub-ESM shall include a statement as to the related effect(s) of the effort on any other sub-ESM under this contract.
- 3.4 Sub-ESM Performance
- 3.4.1 All efforts performed under this SOW shall be provided in accordance with (IAW) this SOW and associated approved Base ESMs. No task shall be duplicated on concurrent contracts, or overlapping contracts.
- 3.4.2 Man-hours and dollar limitations in the Base ESMs shall not be exceeded.
- 3.4.3 At the completion of each subESM, the Contractor shall prepare a final report on that sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.
- 3.5 Sub-ESM Revision
- 3.5.1 In the event it becomes necessary to make any additions, deletions, or revisions to a sub-ESM, at the request of the Government Technical Managers or their delegates, the contractor shall prepare a revised sub-ESM. The Government Technical Managers may also prepare a revised sub-ESM during the performance of this contract.
- 3.5.2 The Government Technical Managers may authorize the shifting of effort from one sub-ESM to another sub-ESM or new sub-ESM (within the same funded contract CLIN). This shall be accomplished by official revision and/or preparation of the sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.
- 3.6 Sub-ESM Prioritization
- 3.6.1 The Government reserves the right to establish priority of all tasks under this contract.

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 6 Of 8
Date: 17 MARCH 2010

#### 4.0 DATA

The contractor shall prepare the following data if required by sub-ESM direction:

IDENTIFICATION NO.
NOMENCLATURE (If Required)

a. CDRL A001 Engineering Services Memorandum

**DI-MISC-80748** 

Applies to both Base ESMs and sub-ESMs.

 CDRL A002 Engineering and Technical Services Accomplishment Report

DI-MGMT-80061

c. CDRL A003 Management Plan DI-MGMT-80004
All Contractor-generated plans IAW Base ESM and/or subESM technical direction shall be prepared IAW DI-MGMT-80004. As specific plans are required by ESM performance, a management plan shall be forwarded as required by the Government monitor for the respective ESM. Types of management plans may include different functional plans.

d. CDRL A004 Scientific and Technical Reports

DI-MISC-80711

All contractor generated reports IAW sub-ESM technical direction shall be prepared IAW DI-MISC-807II. As specific reports are required by sub-ESM performance, a scientific and technical report shall be forwarded as required by the government monitor for the respective sub-ESM. Types of scientific and technical reports may include different functional reports.

e. CDRLA005 Revisions to Existing Government Documents

DI-ADMN-80925

The list of existing Government documents that may require updating are as follows: Provisioning Parts Listing/Index, Specifications and Standards Usage Report, and Drawing Number Assignment Report.

f.	CDRL A006 Publication Cost Report (PCR)	DI-FNCL-80729
g.	CDRL A007 Engineering Release Record (ERR)	DI-CMAN-80463
h.	CDLR A008 Modification Work Order (MWO)	DI-CMAN-80529
i.	CDRL A009 Product Drawings/Models and Associated Lists	DI-SESS-81000
j.	CDLR A010 Parts Approval Request	DI-MISC-80071
k.	CDRL A011 Source Control Drawing Approval Request	DI-DRPR-81010
l.	CDRL A012 Proposed Critical Manufacturing Process Description	ion DI-DRPR-81012

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 7 Of 8
Date: 17 MARCH 2010

m.	CDRL A013 Engineering Change Proposal (ECP)	DI-CMAN-80639
n.	CDRL A014 Notice of Revision (NOR)	DI-CMAN-80642
0.	CDRL A015 Request for Nomenclature (DD61)	DI-CMAN-81254
p.	CDRL A016 Technical Publications - TM Changes with Associated Backup Pages	No citation

Files shall be included with delivery in a format compliant with Portable Document Format (PDF), and will be backed up with a separate CD-ROM of postscript or word processing files.

 Q. CDRL A017 Technical Publications - New and Changed RPSTL Pages w/Backup Pages No citation

Files shall be included with delivery in a format compliant with PDF, and will be backed up with a separate CD-ROM of postscript or word processing files.

- r. CDRL A018 Funds and Man-Hours Expenditure Report (FMER) DI-FNCL-80331
- s. CDRL A019 Contract Funds Status Report (CFSR)

DI-MGMT-81468

# DOCUMENT SUMMARY LIST FOR THE

# JLENS ENGINEERING SERVICES

(J.oint L.and-Attack-Cruise-Missile-Defense E.levated N.etted S.ensor System)

DO	CUMENT NUMBER	TITLE DATE/O	ATEGORY
1.	DI-MISC-80748 (DI# A001)	Engineering Services Memorandum (ESM)	23 Jan 89 Cat. 1
2.	DI-MGMT-80061A (DI # A002)	Engineering and Technical Services Accomplishment Report	28 Mar 91 Cat. 1
3.	DI-MGMT-80004A (DI # A003)	Management Plan	30 Oct 06 Cat. 1
4.	DI-MISC-80711A (DI # A004)	Scientific and Technical Reports	21 Jan 00 Cat. 1
5.	DI-ADMN-80925 (DI # A005)	Revisions to Existing Government Documents (Technical Manuals)	5 Jan 90 Cat. 1
6.	DI-FNCL-80729A (DI # A006)	Publication Cost Report (PCR)	15 May 98 Cat. 1
7.	DI-CMAN-80463C (DI # A007)	Engineering Release Record (ERR)	30 Sep 2000 Cat. 1
8.	DI-CMAN-80529 (DI # A008)	Modification Work Order (MWO)	05 Feb 88 Cat. 1
9.	DI-SESS-81000C (DI # A009)	Product Drawing/Models and Associated Li	sts 10 Sep 04 Cat. 1
10.	DI-MISC-80071E (DI # A010)	Parts Approval Request	5 Aug 98 Cat. 1
11.	DI-SESS-81010C (DI # A011)	Source Control Drawing Approval Request	10 Sep 04 Cat. 1
12.	DI-SESS-81012C (DI # A012)	Proposed Critical Manufacturing Process Description (PCMPD)	10 Sep 04 Cat. 1
13.	DI-CMAN-80639C (DI # A013)	Engineering Change Proposal (ECP)	30 Sep 2000 Cat. 1

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
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14.	DI-CMAN-80642C (DI # A014)	Notice of Revision (NOR)	30 Sep 2000 Cat. 1
15.	DI-SESS-81000C (DI # A015)	Request for Nomenclature (DD61)	8 Oct 97 Cat, 1
16.	N/A (DI # A016) SOW Para 4.0p	Technical Publications TM Changes with Associated Backup Pages	N/A Cat. 1
17.	N/A (DI # A017) SOW Para 4.0q	Technical Publications New and Changed RPSTL Pages with Backup Pages	N/A Cat. 1
18.	DI-FNCL-80331A (DI # A018)	Funds and Manhour Expenditure Report	30 Oct 06 Cat. 1
19.	DI-MGMT-81468 (DI # A019)	Contract Funds Status Report	19 Oct 95 Cat. 1
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Page 6 Of 26 Date: 17 MARCH 2010

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EXHIBIT A
Page 9 Of 2C
Date: 17 MARCH 2010

### MIL-DTL-31000C

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# MIL-DTL-31000C

	PRODUCT	DRAWINGS AN			TS
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8. OTHER TAILORING (Atta	ch additional she	ets as necessary) Cont			
(5) The Contractor shall delik external references to the JLI and packing of the respective	ENS TOP content	files (2D and CAD drawin	gs, part and asse	embly 3D solld r	DM Schema, that is complete with models, associated documentation)
BLK 4b: NOTE: See ASME	Y14.100, Y14.24	. Y14.34 and Y14.35.			
BLK 7a: 2D/3-D CAD Solid N	Model Associativity Section 7.0, to est	. All 2-D drawings reproductions and maintain 2-D C	CAD or 3D CAD S	solid model asso	AD data (master source) shall ocativity. Drawing shall have "THIS BE INCORPORATED BY THE the title block.

# TDP WORKSHEET 2-D PRODUCT DRAWINGS, DOCUMENTS & ASSOCIATED LISTS

# ASME Y14.100 TAILORING CHECKLIST - SHEET 1

A. Drawing Media (Choose all that apply)	
(1) Non-digital (Specify Convert 1:1 Digital)	
(2) Digital Data (3D & 2D CAD, Adobe PDF, 2D Raster, IAW DI-SESS-81000C&	×
MIS-STD-52406A-IS)	Ħ
(3) Other (If hardcopy is all that is available, then scan in hardcopy into PDF format)	_
B. Drawing Format (Choose One)	
(1) Contractor	67
(2) Government (forms supplied by the Government)	800
(3) Government (forms supplied by the Contractor)	H
Note: Item 3 and H should be consistent	1
C. Drawing Sheet Size and Format (Choose One)	
(I) ASME Y14.1	121
(2) ASME Y14.IM	
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D. Application Data (Choose all that apply)	
(1) Contractor option	П
(2) Required	
(a) On drawing	
(b) By reference (Specify )	
(c) Contractor option	
(3) General use or multi-use notations	⊠
(a) allowed	-
(b) not allowed	× ×
E. Drawing Detail (ASME Y14.24) (Choose all that apply)	
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(1) Monodetail (2) Multidetail (As applicable) Should be consistent with Block 6	
(3) Tabulated	
F. Dimensioning and Tolerancing (Choose all that apply)	
(1) Metric	
(2) Decimal-inch	⊠
(3) Application of ASME Y14.5M	ren .
(a) Specific issue (revision) required (Specify issue  (b) Issue in effect (ASME Y14.5M-1994)	⊠
G. Drawing Notes (Choose One)	
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(1) On drawing (2) By reference (Specify)	H
(3) Contractors option	
H. Types of Drawings (ASME Y14.24) (both, as needed)	
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(1) Contractor selects (as needed)	X X
(2) Government selects (as needed)	⊠

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
EXHIBIT A
Page 13. Of 36
Date: 17 MARCH 2010

# ASME Y 100 TAILORING CHECKLIST - S .ET 2

(1) Drawing revision level (DOD preferred) (2) All sheets same revision level (3) Sheet revision level (4) Redraw Drawings (redrawing without change) (ASME Y14.35M) (Choose case) (1) Advance revision level (2) Revision level is not advanced  (2) Revision level is not advanced  (3) Remove one or more revision record as required (4) Remove all previous revision history (5) Remove all previous revision history (6) Remove all previous revision history (6) Remove all previous revision preceding current (6) Maintain revision history in its entirety  (7) Adding Sheets (ASME Y14.35M) (Choose all that apply) (8) Remove all revision preceding current (9) Maintain revision history in its entirety  (9) Adding Sheets (ASME Y14.35M) (Choose all that apply) (1) Contractor option (2) Optional methods (a) Renumber sheets using consecutive whole numbers (b) Number added sheets in decimal-number sequence (c) Number added sheets in alpha-numeric sequence (c) Number added with notations such as CANC or DEL)  (1) Contractor option (2) Optional methods (a) Renumber all affected remaining sheets (b) Affected remaining sheets not renumbered (revision status of sheets block is updated with notations such as CANC or DEL)  (1) Special items and processes apply (1) Special items and processes apply (2) Special items and processes apply (3) Applicable special notes (ASME Y14.100-2004, Appendix E, Paragrapha E-4 through E-7) (2) Special items and processes do not apply  (1) Non-digital (Specify Convert 1:1 digital) (2) Digital Data (Native CAD Drawings IAW DI-SESS-81000C & MIS-STD-52406A-15) (3) Other (If Hardcopy) is all that is available, then sean in hardcopy into Acrobat® PDF format)	I. N	faintenance of Multi-Sheet Drawings (ASME Y14.35M) (Choose all that apply)	
C. Redrawu Drawings (redrawing without change) (ASME Y14.35M) (Choose one)		(1) Drawing revision level (DOD preferred)	$\boxtimes$
Redrawu Drawings (redrawing without change) (ASME Y14.35M) (Choose one)		(2) All sheets same revision level	
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(3) Other (If hardcopy is all that is available, then scan in hardcopy into Acrobat® PDF format)	-	(2) Digital Data (Native CAD Drawings IAW DI-SESS-81000C & MIS-STD-52406A-IS)	$\boxtimes$
	(	(3) Other (If hardcopy is all that is available, then scan in hardcopy into Acrobat® PDF format)	

# ASME Y14.100 TAILORING CHECKLIST - SHEET 3

P. Types of Associated Lists (ASME Y14.34M) (Choose all that apply)	
(1) Parts Lists (a) Integral (b) Separate (c) Contractors option (2) Application List (3) Data Lists (4) Index Lists (5) Indentured Data List (6) Wire List (when assemblies require interconnection) (7) Other (Specify)	
Q. Angle of Projection (ASME Y14.3M) (Choose one)	
(1) 3rd Angle	
(2) 1st Angle	
R. Language (Choose one)	XV
(1) English required	
(2) Other (Specify)	
S. Applicability of Appendices	
(1) Appendix B	F21
(a) as detailed herein (b) as modified	
(2) Appendix C	
(a) as detailed herein (b) as modified	
(3) Appendix D	ш.
(a) as detailed herein	⊠
(b) as modified	
(4) Appendix E (a) as detailed herein	×
(b) as modified	⊠ □

### MIL-DTL-31000C

		TOP OPTION SELECT				
		PRODUCT SOI			S	
A. CON	ITRACT NO	B. EXHIBIT/ATTACHMEN A	T NO.	C. CLIN	1	D. CORL DATA ITEM NO. A009
1. DEI	LIVERABLE PRODUC	CT (X and complete as applicable.)				
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		OR DESIGNATED COMMERCIAL ITEMS"				
X	b. GOVERNMENT Com	piete (1) and (2) or (3) "FOR DESIGNATED NO	N-COMM	ERCIAL IT	EMS AND SOUR	RCE CONTROL DOCUMENTS"
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3. 3-D	SOLID MODEL REQ	UIREMENTS (X one and complete as app	licable)			
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	specifications or SOW pa	tMATS, 3-D solid models built to Government requ aragraphs.)	drements	and formta	s (Specify Gove	amment modeling applicable
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5. OTHER TAILORING (Attach	additional shee	ts as necessary) Cont.		
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(2) MBData sets. The Contracto drawings, 3-D CAD solid models, installation and Kit Drawings, Spe Definition Sheet shall be included	associated lists scial Tools and I	s, material and process speci Materials, and specify Install	fications, and identify, bation Test and Calibratio	by reference or entity, all (PMO) 2-D
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Page 25 Of 26 Date: 17 MARCH 2010

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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page | Of 9
Date: 17 MARCH 2010

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14. ADDITIONAL SECURITY REQUIREMENTS	Requirements, in addition to ISM requirements, are established	Fished for this contract. (If Yes, identify the partinent Yes Ho Schlone) requirements. Provide a cupy of the regolarments.
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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 2 Of 1
Date: 17 MARCH 2010



JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 9001
Page 3 Of 7
Date: 17 MARCH 2010

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 4 Of 9
Date: 17 MARCH 2010

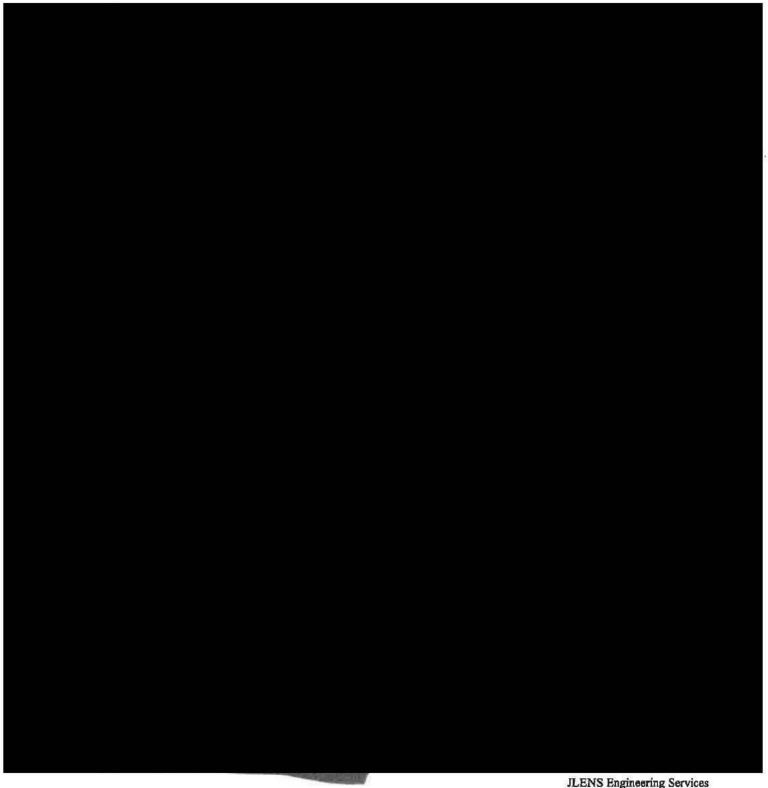
JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 ATTACHMENT 0001 Page S of 9 Date: 17 MARCH 2010

Contract #PAM JL-0050-08 DD Form 254 RFP Attachment 2

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page C Of T
Date: 17 MARCH 2010

Cruise Missile Defense System
Project Office

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 7 Of 9
Date: 17 MARCH 2010



JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 7 Of 7
Date: 17 MARCH 2010

Contract #PAN JL-0050-08 DD Form 254 RFP Attachment 3



JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 7 Of 7
Date: 17 MARCH 2010

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**CANCELLED** 

2. Amendment/Modific	ation No.	3. Effective Date	4. Requisition/Purc	hase Req	No.		o. (If applicable)		
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	CONTINU	ATION SHEET	(202000	w31P4Q-10-C-0003	MOD/AMD P00002	Page 2 of 8
Name	of Offeror or (	Contractor: RAYTHEO	N COMPANY			
		NTAL INFORMATION his modification(PO	0002) To contract W	31P4Q-10-C-0003 is as	follows:	
				ons" the US Government exercise ctal		which
-2 As		this modification S	LINS 0002AA and 000	2AB are established in	the total amount of	and are reflected as
LIN	ESM	FRON	HOURS	DOLLAR		
002AA	EN10-02 EN10-02	F10AF1W004 F10AF1W004				
Sept	ember 2010, a	of these tasks newly and 0002AB for Mater deptember 2010.			ith a period of performanc	e from date of modification t formance from date of
e to	error in its	creation, modificat	ion P00001 will not	be issued, this contr	act will start with modifi	cation P00002.
LIN 0	result of to	d by in Mat	erial/ODC FROM	To \$0. CLIN 0002 is		rcised under the range option erial/ODC FROM
4 The	breakout of	hours and associate	d costs for CLIMS 0	0002AA, and 0002AB are	shown in section B of this	Modification.

A-5 As a result of this modification, the contract price is increased by \$99,901 From \$293,868 to \$393,769.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0002 \*\*\*

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00002

Page 3 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FY 10 BASIC JLENS ENGINEERING SERVICES		1 1		
	NOUN: BASIC FY10 ENG SVC RANGE OPT		1 1		
	SECURITY CLASS: Unclassified		1 1		
			1 1		
	PY10 Basic Labor Material Total				
	PCL COST		1 1		
	GSA TCL COST (W/O COM)		1 1	1	
	COST OF MONEY		1 1		
	2200		1 1	-	
	CPFF		1 1		
	Hours Hours Description Hours Exercised Remaining		1 1	1	
	PM/CM ENGINEERING				
	PRODUCT ASSUR/TEST			1	
	LOGISTICS				
	IOIAD				
				1	
	Material Material				
	Description Material Exercised Remaining ESTIMATED COST		1 1	*	
	COST OF MONEY		1 1		
	PIXED FEE				
	- LEEF				
	COMPOSITE HOURLY RATE IS FOR				
	Som water moder with to ton		1 1		
	(End of narrative B001)			1	
	Commission of the Commission o				
				. 1	
0002	FY10 OPTION PERIOD JLENS ENG SRVS		1 1	1	
	SECURITY CLASS: Unclassified		1 1		
	PY10 Option Labor Material Total PCL COST				
	GEA				
	TCL COST (W/O COM) COST OF MONEY			1	
	CPFF				
	CEEE				
	Hours Hours		1 1		
	Description Hours Exercised Remaining				
		1			

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00002

Page 4 of 8

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL				
	Description Material Exercised Remaining RSTIMATED COST COST OF MONEY FIXED FRR CPFF				
	COMPOSITE HOURLY RATE IS FOR  (End of narrative B001)				
0002AA	FY10 OPTION ESM EN10-02 LABOR		HR		\$
	NOUN: JLENS Sim Spt for JI PRON: F10AF1W004 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0048G004				
	Estimated Cost COM Fixed Fee Total				
	ESM Description EN10-02 Engineering Labor				
	COMPOSITE HOURLY RATE				
	The contractor, as an independent contractor and not a Labor in support of the JLENS Engineering Services Company (End of narrative B001)		the Gove	rnment, shall fur	nish Engineering
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL RSL CD QUANTITY DATE - 001 30-SEF-2010				
	\$				

## Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00002

Page 5 of 8

	or or Contractor: RAYTHEON COMPANY		TT		
TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002AB	FY10 OPTION ESM EN10 MATERIAL/ODC				s
	NOUN: JLENS Sim Spt for JI				
	PRON: F10AF1W004 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: P1AF1W0048G004				
	Service System Constitution (Service State				
	Estimated Cost COM				
	Fixed Fee TOTAL				
	10110				
	ESM Description Hours				
	EN10-02 Engineering Material/ODC N/A				
	The contractor, as an independent contractor and not	as an agent of t	he Gove	nment, shall fur	sish Material and
	Travel in support of the JLENS Engineering Services	Contract.			
		1			
	(End of narrative B001)		1		1
		1			
	Inspection and Acceptance	1			
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance	1			
	DLVR SCH PERF COMPL	1			
	REL CD QUANTITY DATE 001 30-SEP-2010				
	\$				
	N	1			
003	FY 11 OPTION PERIOD JLENS ENG SRVS	-1		14	
	SECURITY CLASS: Unclassified				
	SECURITI CANAS, ONCIABATITEC				
	FY11 Labor Material Total				
	PCL COST G&A				
	TCL COST (W/O COM)				
	COST OF MONEY	4			
	CPFF				
	Hours Hours Description Hours Exercised Remaining		-		
	PM/CM ENGINEERING				
	PRODUCT ASSUR/TEST				
	LOGISTICS		1 1		I

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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00002

Page 6 of 8

EM NO	SU	JPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	TOTAL						
		A					
		Material Material			107		
	Description	Material Exercised Remaining					
	ESTIMATED COST COST OF MONEY						
	FIXED FEE						
	CPFF						
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	COMPOSITE HOURL	RATE IS FOR					
		(End of narrative B001)					
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CONTINUATION SHEET

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00002

Page 7 of 8

CUMULATIVE

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

LINE AMS CD/ ITEM MIPR 0002AA F10AF1W004

F1AF1W0048G004

0002AB F10AF1W004 F1AF1W0048G004 OBLG STAT/

ACRN JOB ORD NO AB 1

AB 1 PRIOR

99,901.00 NET CHANGE

INCREASE/DECREASE

NET CHANGE

BY ACRN ACCOUNTING CLASSIFICATION

97 004001202180JT016060516000085590265126J667100

ACCOUNTING

STATION

- AMOUNT 99,901.00

INCREASE/DECREASE

NET CHANGE

99,901.00

PRIOR AMOUNT

OF AWARD

293,868.00

INCREASE/DECREASE

AMOUNT

99,901.00

CUMULATIVE

OBLIG AMT 393,769.00

LINE

0002AB

SERVICE

NAME

Air Force

ITEM 0002AA

NET CHANGE FOR AWARD:

ACRN EDI ACCOUNTING CLASSIFICATION

97 101104001202 F67100 180JT016060516000085590265126J667100 AB 97 101104001202 F67100 180JT016060516000085590265126J667100 F1AF1W0048G004

F1AF1W004BG004

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00002

Page a of B

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	17-MAR-2010	026	ELECTRONIC IMAGE
Exhibit B	DOCUMENT SUMMARY LIST FOR JLENS ENGINEERING SERVICES	17-MAR-2010	002	ELECTRONIC IMAGE
Exhibit C	RESERVE			
Exhibit D	RESERVE			
Attachment 0001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION	17-MAR-2010	009	ELECTRONIC
				IMAGE
Attachment 0002	STATEMENT OF WORK FOR JLENS ENGINEERING SERVICES	17-MAR-2010	008	ELECTRONIC
				IMAGE
Attachment 0003	RNGINEERING SERVICES MEMORANDUM (ESM) PM/CM10-01	17-MAR-2010	002	ELECTRONIC
				IMAGE
Attachment 0004	ENGINEERING SERVICES MEMORANDUM (ESM) EN10-01	17-MAR-2010	002	ELECTRONIC
				IMAGE
Attachment 0005	ENGINEERING SERVICES MEMORANDUM (ESM) EN10-02	17-MAR-2010	002	ELECTRONIC
				IMAGE

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D. SYSTEM/ITE	M Engineering Servi	08	E. CONTRACT	T/PR NO.	F. CONT	TRACTOR					
1. DATA ITEM NO.	2 TITLE OF DATA ITE				3 SUBTIT	£			-	17. PRICE GROUP	
A001	Engineering Serv	ices Memo	orandum (ESM)		ESM						
	Acquisition Document A I-MISC-80748	kg. /	S CONTRACT RE	Para 3.3.1 and 4	1.0a	6 REQUIRING OFFICE SFAE-MSLS-C	MDS-	BMD-	AM	18 ESTIMATED TOTAL PRICE	
7. DD 250 REQ	9. DIST STATEMENT	10. FREQU		12. DATE OF PRET			BUTION		-		
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Page 1 of 26 Date: 17 MARCH 2010

12.	CONTRACT	OATA REQUIRE	MENTS LIST		Form Appro OMB No. 07				
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A. CONTRACT	LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:		v	735			
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	Engineering Service								
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A002	Engineering and T	echnical Services	Accomplishment Report						
	MGMT-80061A	5 CONTR	SOW Para 4.0b		8. REQUIREMS OFFICE SFAE-MSLS-C	MDS-6	3MD-	AM	18 ESTIMATED
. DD 250 REG	9. DIST STATEMENT	10 FREQUENCY	12 DATE OF FIRST S	UBMISON	14. DISTRIC	MOTTU			
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Page 5 Of 26 Date: 17 MARCH 2010

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CONTRACT	DATA	REQUIREMENTS	LIST

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Form Approved OMB No. 0704-0188

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PREVIOUS EDITION MAY BE USED.

JLENS Engineering Services
ONTRACT W31P4Q-10-C-0003
EXHIBIT A
Page 9 Of 2C
Date: 17 MARCH 2010

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			1	Α		1		A009		
DE	LIVERABLE PRODUCT	X and con	plete	e as applicable.)						
	ORIGINALS (Specify currecognized as official) (Identification)				wing	or digital data file(s)	on which is kept th	e revision record		
×	b. REPRODUCTIONS (iden Digitized files shall repla- raster images containing dimensionally accurate r	ce stable b un-dimens	ase A	rtwork Master Pattern d illustrated pictorials of	Drav f artv	wings, the Contract work Master and M	ester Pattern dra			
ζ.	c. DIGITAL DATA (Identify s SEE BLOCK 8	pecification,	excha	inge media, etc. and speci	fy on	iginal (master) or copy	)			
	GE CODE AND DOCUME	ENT NUME	FRS	(X ONF)	-					
				COMMERCIAL ITEMS"	-			THE RESERVE OF THE PERSON OF T		
K	b. GOVERNMENT Com	plete (1) and	(2) or	(3) "FOR DESIGNATED	NON	-COMMERCIAL ITE	S AND SOURCE	CONTROL DOCUMENTS"		
_		2) Use Docu				(3) To Be As				
AMCOM CAGE				See Blk 2b(3)		Obtain drawing/associated document numbers from the (PMO) Configuration Data Management representative, unless otherwise directed				
DR	AWING FORMATS AND				lete	as applicable)				
X	a. CONTRACTOR FORMA	TS. Forms to	be su	ipplied by contractor.	77 5.00					
	b. GOVERNMENT FORMA	TS Forms to	hee	unniled by contractor Con	nnle	s supplied by /Charle				
	SOVENIMENT FORWA	- Funna I	, na 2(	APPLIED OF CONTRACTOR, CAR	innes	a supplied by (abecily				
	e. GOVERNMENT FORMAT	TS. Forms to	be su	pplied as Government Fur	nish	ed Material by (Specif	y)			
rvi	ER OF SPANNINGS OF	FOTION O								
	ES OF DRAWINGS SEL © CONTRACTOR SELECT			101	- In	GOVERNMENT SEL	ECTE (Canally in	llam 9\		
(	a CONTRACTOR SELECT	S From ASIV	E TIA	1.24	X P	GOVERNMENT SEL	EC 15 (Specify in	iem e)		
SS	SOCIATED LISTS (X ar	nd complet	le as	applicable)	-					
	a. PARTS LISTS (X one)		X	(1) Integral	x 1(2	2) Separate	William William			
	b. DATA LISTS (X one)		X	(1) Not Required	-	(2) Required (Specify levels of assembly)				
-	C. INDEX LISTS (X one)		-	(1) Not Required	(2) Required (Specify levels of assembly)					
	d. WIRING LISTS (X one)		X	Les Nove Deserved	100		uired (Specify levels of assembly) Winng Lists shall be provided			
`					W	hen assemblies requi	assembles require interconnection.			
	8. INDENTURED DATA LIS			(1) Not Required )	X (2	2) Required	quired			
	f. APPLICATION LISTS (X o	ne)		(1) Not Required	X (2	2) Required				
ET	AILS (X as applicable)				1160	ACTUAL OF CONTRACT	V. 1			
	MULTIDETAIL DRAWING	S PERMITT	ED		K b.	MONODETAIL DRA	WINGS MANDATO	DRY		
PP	LICABILITY OF STAND	ARDS. Th	e foll	owing Standards app	V. (	X as applicable)				
	a. ASME Y14.100,	B. X	b. A	SME Y14.100,     c	ASI	ME Y14.34M		d. EXISTING STANDARDS		
	ENGINEERING	G V	WIT		SSO	CIATED LISTS		DO NOT APPLY		
1	DRAWING PRACTICES	C. X	4	8, C, D, E /			1	l .		
-1	(COMMERCIAL)	D. X					1			
		E. X	1					1		
TH	ER TAILORING (Attach	additiona	Isha	ets as necessary)			Committee Committee	M		
(10	L DATA: The contractor				dim	encional 20) drawi	nas includina al	those to which 3D Model		
18	attached, as MIL-PRF-2 lata, when prepared, shi	8002, type	I. CAI	LS Raster image Data	with	all associated met	adata IAW MIS-	STD-52406A-IS. 3D CAD		
ter	Digital Drawings and Do	CAD Solld I	all be	delivered IAW MIS-ST	D-5	2406A-IS formats ( r native 2-D CAD for	paragraph 4.2.4 ormat is accepta	1.1) with the associative ble provided it meets the		
irer	ments of ASME Y14.1-2	005.								
an	ery of data in 2-D comp product management	uter generation	losse	drawing formats source es.	d fro	om master native 3	D CAD solid mo	dels shall have no design		
her	shall be no conflict in	data betwe	en the	e 3-D solid model plans	e vie	w projections and	ts associated 2-	D drawing.		
ase	Authority. All name blo	ature Block	(ASN	ME Y14.1-2005, Section	n 4), I sici	Title Blocks, Conte	ents, Block G sh d name of the ar	all be used for Government		
	Formats.			ipicios with authorized	-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				

CONTRACT W31P4Q-10-C-0003 EXHIBIT A Page 10 Of 24 Date: 17 MARCH 2010

#### MIL-DTL-31000C

### PRODUCT DRAWINGS AND ASSOCIATED LISTS

Continuation Sheet

A. CONTRACT NO. B. EXHIBIT/ATTACHMENT NO. C. CLIN

D CORL DATA ITEM NO

A009

1

The Contractor shall deliver an ISO 10303 STEP data exchange export Part 21 file, compliant with PDM Schema, that is complete with references to the JLENS TDP content files (2D and CAD drawings, part and assembly 3D solid models, associated documentation) packing of the respective product (part-assembly) structure and user-defined metadata.

BLK 4b: NOTE: See ASME Y14.100, Y14.24, Y14.34 and Y14.35.

S

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
EXHIBIT A
Page 11 Of 24
Date: 17 MARCH 2010

# TDP WORKSHEET 2-D PRODUCT DRAWINGS, DOCUMENTS & ASSOCIATED LISTS

## ASME Y14.100 TAILORING CHECKLIST - SHEET 1

A. Dra	wing Media (Choose all that apply)	
(1)	New digital (County Council and Digital)	
	Non-digital (Specify Convert 1:1 Digital) Digital Data (3D & 2D CAD, Adobe PDF, 2D Raster, IAW DI-SESS-81000C&	H
,	MIS-STD-52406A-IS)	H
(3)	Other (If hardcopy is all that is available, then scan in hardcopy into PDF format)	
B. Dra	wing Format (Choose One)	
1.00	Contractor	$\boxtimes$
(2)	Government (forms supplied by the Government)	
(3)	Government (forms supplied by the Contractor)	
	tent 3 and B should be consistent	
C. Dia	wing Sheet Size and Format (Choose One)	
(1)	ASME Y14.1	150
	ASME Y14.1M	
D. App	lication Data (Choose all that apply)	
	Annual Common an unit apply)	
(1)	Contractor option	
	Required	
	(a) On drawing	
	(b) By reference (Specify )	
441	(c) Contractor option	
(3)	General use or multi-use notations	$\boxtimes$
	(a) allowed	-
	(b) not allowed	
E. Draw	ving Detail (ASME Y14.24) (Choose all that apply)	
(1)	Monodetail	E4
1.76	Multidetail (As applicable) Should be consistent with Block 6	
(3)	Tabulated	
F. Dime	ensioning and Tolerancing (Choose all that apply)	
(1)	Metric	
	Decimal-inch	
(3)	Application of ASME Y14.5M	CONTROL OF THE PARTY OF THE PAR
	(a) Specific issue (revision) required (Specify issue )	
	(b) Issue in effect (ASME Y14.5M-1994)	☒
G. Drav	wing Notes (Choose One)	
(1)	On devide	
(2)	On drawing By reference (Specify)	. H
	Contractors option	K
i. rype	s of Drawings (ASME Y14.24) (both, as needed)	
	Contractor selects (as needed)	
	Government selects (as needed)	⊠ ⊠

(1) Drawing revision level (DOD preferred) (2) All sheets same revision level (3) Sheet revision level (3) Sheet revision level (4) Advance revision level (5) Revision level is not advanced  K. Maintenance of Revision History (Choose all that apply) (1) Contractor option (2) Optional methods (a) Remove one or more revision record as required (b) Remove all previous revision history (c) Remove all except revision preceding current (e) Maintain revision history in its entirety  L. Adding Sheets (ASME Y14.35M) (Choose all that apply) (1) Contractor option (2) Optional methods (a) Remove did sheets in decimal-number sequence (b) Number added sheets in decimal-number sequence (c) Number added sheets in decimal-number sequence (c) Number added sheets in alpha-numeric sequence  M. Deleting Sheets (ASME Y14.35M) (Choose all that apply) (1) Contractor option (2) Optional methods (a) Remumber all affected remaining sheets (b) Affected remaining sheets not renumbered (revision status of sheets block is updated with notations such as CANC or DEL)  N. Mar kings on Engineering Drawings (Choose one) (1) Special items and processes apply (a) Applicable special notes (ASME Y14.100-2004, Table E-1 and Section 7. Table 1) (b) Applicable special notes (ASME Y14.100-2004, Appendix E, Paragraphs E-4 through E-7) (2) Special items and processes do not apply  D. Asso-cisted Lists (ASME Y14.34M) (Choose all that apply) (1) Non-digital (Specify Convert 1:1 digital) (2) Digital Data (Native CAD Drawings IAW DI-SESS-81000C & MIS-STD-S2406A-IS) (3) Other (fi hardcopy is all that is available, then sean in hardcopy into Acrobat® PDF format)	I. Main	tenance of Multi-Sheet Drawings (ASME Y14.35M) (Choose all that apply)	
2) All sheets same revision level   3) Sheet revision level   3 Sheet revision level   4   4   5   5   5   5   5   5   5   5	(1)	Drawing revision level (DOD preferred)	$\boxtimes$
J. Redrawn Drawings (redrawing without change) (ASME Y14.35M) (Choose one)			
(1) Advance revision level (2) Revision level is not advanced  K. Maintenance of Revision History (Choose all that apply)  (1) Contractor option (2) Optional methods (a) Remove one or more revision record as required (b) Remove all previous revision history (c) Remove all previous revision history (d) Remove all except revision preceding current (e) Maintain revision history but retain line entry for revision authorization and date of revision (d) Remove all except revision preceding current (e) Maintain revision history in its entirety  L. Adding Sheets (ASME Y14.35M) (Choose all that apply)  (1) Contractor option (2) Optional methods (a) Renumber sheets using consecutive whole numbers (b) Number added sheets in alpha-numeric sequence (c) Number added sheets in alpha-numeric sequence  M. Deleting Sheets (ASME Y14.35M) (Choose all that apply)  (1) Contractor option (2) Optional methods (a) Renumber all affected remaining sheets (b) Affected remaining sheets not renumbered (revision status of sheets block is updated with notations such as CANC or DEL)  N. Mar kings on Engineering Drawings (Choose one)  (1) Special items and processes apply (a) Applicable symbols (ASME Y14.100-2004, Table E-1 and Section 7. Table 1) (b) Applicable symbols (ASME Y14.100-2004, Appendix E, Paragraphs E-4 through E-7) (2) Special items and processes do not apply  D. Asso-ciated Lists (ASME Y14.34M) (Choose all that apply)  (1) Non-digital (Specify Convert 1:1 digital) (2) Digital Data (Native CAD Drawings IAW DI-SESS-81000C & MIS-STD-52406A-IS)	32.5		
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# ASME Y14.100 TAILORING CHECKLIST - SHEET 3

Р. Тур	es of Associated Lists (ASME Y14.34M) (Choose all that apply)	
(1)	Parts Lists	
2000	(a) Integral	
	(b) Separate	
	(c) Contractors option	
(2)	Application List	
(3)	Data Lists	
(4)	Index Lists	
(5)	Indentured Data List	
(6)	Wire List (when assemblies require interconnection)	$\boxtimes$
(7)	Other (Specify)	
Q. Ang	le of Projection (ASME Y14.3M) (Choose one)	many noviny to
(1)	3rd Angle	
	1st Angle	
R. Lan	guage (Choose one)	
(1)	English required	
(2)	Other (Specify)	
S. Appl	icability of Appendices	
(1)	Appendix B	22.20
	(a) as detailed herein	⊠ □
	(b) as modified	
(2)	Appendix C	area:
	(a) as detailed herein	
300000	(b) as modified	
(3)	Appendix D	
	(a) as detailed herein	⊠ □
992	(b) as modified	
(4)	Appendix E	F78
	(a) as detailed herein	
	(b) as modified	

# MIL-DTL-31000C

			TION WORKSHEET	
		PRODUCT SO	FEG175 (1975) 126-175 (1975) 127-175 (1975)	
A. COI	NTRACT NO.	B. EXHIBIT/ATTACHME	NT NO. C. CLIN	D. CORL DATA ITEM NO. A009
ne	I IVERABLE DECOLICE	(X and complete as applicable.)		
		D MODELS (Specify format(s) (Native CAD, ST	TEP AP IGES etc !!	
	a. o bineraloure oout	> mode to tope of formation (mains one, at	in the local story	
X	Native Format: Contrac Block 5.	ctor's Modeling CAD Software System and	d Neutral Format: ISO 10303 S	TEP Edition 2, AP 214 and 203, Se
	b. 3-D SOLID MODELS AS	SSOCIATED DRAWINGS (If 2-D drawings bas	ed on 3-D solid models are required	indicate here and fill out TDP OPTION
x	SELECTION WORKSHEE	T - PRODUCT DRAWINGS AND ASSOCIATE CAD Solid Models. All 2-D drawings and maste	ED LIST)	
2. CA	GE CODE AND DOCUM	MENT NUMBERS (X ONE)		
X		R DESIGNATED COMMERCIAL ITEMS"		
X	b. GOVERNMENT Compl	ete (1) and (2) or (3) "FOR DESIGNATED NO	ON-COMMERCIAL ITEMS AND SO	URCE CONTROL DOCUMENTS"
I) Use	CAGE Code	(2) Use Document Numbers	(3) To Be Assigned By:	
70-24-2	AMCOM CAGE	See Blk 2b(3)	Obtain new drawing/ass	sociated document numbers from the Data Management representative, unless
. 3-D	SOLID MODEL REQUI	REMENTS (X one and complete as ap		
x	a. CONTRACTOR FORM	ATS. Models built to contractor requirements.		
~	SEE BLOCK 5			
	b. GOVERNMENT FORM specifications or SOW para	ATS, 3-D solid models built to Government red	ulrements and formtas. (Specify Go	vernment modeling applicable
API	PLICABILITY OF STAN	DARDS. (Apply an X as applicable)		
		roduct Definition Data Practices	b. Existing Standar	rds Do Not Apply
X	SEE BLOCK 5			
3D 3WS 4.51 K 1 O 10 It ar	approximate for assemble CAD Solid Model FD8 (assigned in Contractor M for dimensions, tolerate A Neutral Formats: D303 STEP Edition 2, And associated assembly mass proprieties, mate	ons and tolerances, applicable interface of bly configuration items, and complete with a compl	th user-defined metadata attribut CAD models shall contain function). All 3-D CAD models dimension DDEL. 3-D CAD digital product dimedel, associated geometry, directly tes. Conversion of 3-D annotation	tes.  onal dimensioning and tolerancing one shall be in inches, complying with the shall be delivered containing a mensions, tolerances, annotations,
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# PRODUCT SOLID MODELS

Continuation Sheet

A CONTRACT NO. B. EXHIBIT/ATTACHMENT NO. C. CLIN 1 D. CDRL DATA (TEM NO. A009

5. OTHER TAILORING (Attach additional sheets as necessary) Cont.

## BLK 3a: Product Data Export Capability

- (1) PDM Schema. The Contractor shall deliver an ISO 10303 STEP data exchange export Part 21 file, compliant with PDM Schema, complete with external references to the JLENS TDP content files (2D and CAD drawings, part and assembly 3D solid models, associated documentation) and packing of the respective product (part-assembly) structure and user-defined metadata. Note: PM should specify file type depending on the intended use of the data.
- (2) MBData sets. The Contractor shall construct encapsulated 3-D product technical data sets that include part and assembly 2-D drawings, 3-D CAD solid models, associated lists, material and process specifications, and identify, by reference or entity, all (PMO) 2-D installation and Kit Drawings, Special Tools and Materials, and specify Installation Test and Calibration Requirements. Product Data Definition Sheet shall be included with the MBData set(s). (See sample Attachment XX)
- BLK 3a: Validation Checks. Contractor shall conduct 3-D CAD model data validation checks on native and neutral data as a quality function to identify part, assembly, and installation shape and fit (geometry and topology), dimension and tolerance problems that will affect downstream applications, such as analysis, simulation, rapid prototype, and NC manufacturing and data exchange. A 3-D CAD validation check report shall be provided to Government with each contract 3-D CAD solid model (part and assembly) product data set delivery. The contractor shall submit with each delivery, a statement that the 3-D CAD model data has been validated and is acceptable for manufacturing.
- BLK 4a: Government Approval. The Contractor shall permanently record the Government design engineer approval name and organization user-defined metadata attributes in part and assembly 3-D CAD model files, Contractor's PDM system, engineering release system, and CAD source software system.
- system, and CAD source software system.

  BLK 4a: Drawing/Document Creation Standards. The Contractor shall provide to the Government, at <a href="Initial">Initial</a> product data set submittal, the Contractors geometry and CAD / solid model data creation standard (in Contractor's format). Contractor shall provide any Revisions to this clocument(s) directly relating to changes in the process of developing and revising 2-D drawings, models and associated documents in subsequent TDP deliveries to the Government.

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EXHIBIT A
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Date: 17 MARCH 2010

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ILENS Engineering Services
CONTRACT W31P4Q-10-C-0003
EXHIBIT A
Page 18 Of 26
Date: 17 MARCH 2010

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Page 26 Of 26 Date: 17 MARCH 2010

# DOCUMENT SUMMARY LIST FOR THE

# JLENS ENGINEERING SERVICES

(J.oint L.and-Attack-Cruise-Missile-Defense E.levated N.etted S.ensor System)

DO	CUMENT NUMBER	TITLE DATE	/CATEGORY
1.	DI-MISC-80748 (DI# A001)	Engineering Services Memorandum (ESM	f) 23 Jan 89 Cat. 1
2.	DI-MGMT-80061A (DI # A002)	Engineering and Technical Services Accomplishment Report	28 Mar 91 Cat. 1
3.	DI-MGMT-80004A (DI # A003)	Management Plan	30 Oct 06 Cat. 1
4.	DI-MISC-80711A (DI # A004)	Scientific and Technical Reports	21 Jan 00 Cat. 1
5.	DI-ADMN-80925 (DI # A005)	Revisions to Existing Government Documents (Technical Manuals)	5 Jan 90 Cat. 1
6.	DI-FNCL-80729A (DI # A006)	Publication Cost Report (PCR)	15 May 98 Cat. 1
7.	DI-CMAN-80463C (DI # A007)	Engineering Release Record (ERR)	30 Sep 2000 Cat. 1
8.	DI-CMAN-80529 (DI # A008)	Modification Work Order (MWO)	05 Feb 88 Cat. 1
9.	DI-SESS-81000C (DI # A009)	Product Drawing/Models and Associated I	Lists 10 Sep 04 Cat. 1
10.	DI-MISC-80071E (DI # A010)	Parts Approval Request	5 Aug 98 Cat. 1
11.	DI-SESS-81010C (DI # A011)	Source Control Drawing Approval Reques	t 10 Sep 04 Cat. 1
12.	DI-SESS-81012C (DI # A012)	Proposed Critical Manufacturing Process Description (PCMPD)	10 Sep 04 Cat. 1
13.	DI-CMAN-80639C (DI # A013)	Engineering Change Proposal (ECP)	30 Sep 2000 Cat. 1

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
EXHIBIT B
Page | Of Q
Date: 17 MARCH 2010

14.	DI-CMAN-80642C (DI # A014)	Notice of Revision (NOR)	30 Sep 2000 Cat. 1
15,	DI-SESS-81000C (DI # A015)	Request for Nomenclature (DD61)	8 Oct 97 Cat. 1
16.	N/A (DI # A016) SOW Para 4.0p	Technical Publications TM Changes with Associated Backup Pages	N/A Cat. 1
17.	N/A (DI # A017) SOW Para 4.0q	Technical Publications New and Changed RPSTL Pages with Backup Pages	N/A Cat. 1
18.	DI-FNCL-80331A (DI # A018)	Funds and Manhour Expenditure Report	30 Oct 06 Cat. 1
19.	DI-MGMT-81468 (DI # A019)	Contract Funds Status Report	19 Oct 95 Cat. 1
20. 08	AR 700-127	Integrated Logistics Support	17 July

DEPARTMENT OF DEFEN	SE			CE AND SAFEGUARD	DING
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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 1 Of 9
Date: 17 MARCH 2010

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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 2 Of 1
Date: 17 MARCH 2010

Contract #PAN JL-005-08 DD Form 254 RFP Attachment 1

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 3 Of 7
Date: 17 MARCH 2010

Contract #PAM JL-0050-08 DD Form 254 RFP Attachment 2

CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 4 Of 7
Date: 17 MARCH 2010

Contract #PAM JL-0050-08 DD Form 254 RFP

JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 ATTACHMENT 0001 Page 5 of 1 Date: 17 MARCH 2010

Contract #PAM JL-0050-08 DD Form 254 RFP Attachment 2

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page C Of 1
Date: 17 MARCH 2010

Contract #PAM JL-0050-08
DD Form 254 RFP

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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 7 Of 9
Date: 17 MARCH 2010

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Contract #PAN JL-0050-08 DD Form 254 RFP Attachment 3

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 7 Of 7
Date: 17 MARCH 2010

Contract #PAN JL-0050-08 DD Form 254 RFP



JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 7 Of 7
Date: 17 MARCH 2010

#### APPENDIX C

# STATEMENT OF WORK (SOW)

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

#### 1.0 GENERAL

1.1 This SOW delineates in general terms the overall requirements of the engineering services (ES) to be performed by the Contractor; the conduct of nonrepetitive investigation, inspection, analysis and corrective action, and test or evaluation effort which will or may likely impact the software or hardware of the systems, their components, and configuration variants; and support of the JLENS program and its associated role in Integrated Air and Missile Defense. The support shall be allocated among Base Engineering Service Memorandums (ESMs). These Base ESMs are delineated in Section B of the contract and include the allocated hours of support per the respective Base ESM. The base ESMs describe the functional area and/or tasks within the area that may be required of the contractor during performance.

Specific performance of tasks that will be required after option exercise will be indicated by signature of sub-ESMs. These sub-ESMS delineate the technical direction of the respective tasks within Base ESMs. The Contractor is not authorized to perform specific ES tasks (sub-Engineering Services Memorandum or sub-ESMs) until the Government issues an approved Engineering Services Memorandum (ESM) form that describes the specific tasks that are required of the Contractor. The JLENS Product Manager, JLENS Product Office, is designated as the Government Technical Manager for this engineering services contract and will have approval authority of Engineering Services Memoranda (ESMs.) The Deputy Product Manager, JLENS, CMDS Project Office is designated as the Alternate Technical Manager. Approval authority of ESMs and sub-ESMs may also be delegated in writing by the approval authority. Revisions to ESMs will be incorporated by contract modifications. Redirection of effort between ESMs can only be accomplished by means of a contract modification. Revision to sub-ESMs will not require a contract modification.

# 2.0 ENGINEERING SERVICES MEMORANDUM (ESM) AREAS

#### 2.1 General

2.1.1 All efforts performed under this SOW shall be provided in accordance with (IAW) the ESMs and this SOW. No task shall be duplicated on concurrent contracts, or overlapping contracts.

JLENS Engineering Services
CONTRACT W3 IP4Q-10-C-0003
ATTACHMENT 0002
Page | Of 9
Date: 17 MARCH 2010

- 2.1.2 ESMs shall contain both man-hour and dollar value limitations. Sub-ESMs shall specify man-hours, a dollar value, and contain time phased technical milestones. Man-hours and dollar limitations in the Sub-ESMs shall not be exceeded.
- 2.1.3 When any effort is initiated, even if to be incrementally funded, the complete effort shall be described in the initial ESM to include phased effort identifying the total cost and cost for each phase.
- 2.2 ESM Structure.
- 2.2.1 The contractor shall perform the Engineering Services IAW the Base ESMs. The contractor shall allocate to each Base ESM the total contract funds needed to support the ESM through the contract period. The cumulative allocation under the Base ESMs shall at no time exceed the total contract funds. For level of effort EMSs, such as Program Management, the Base ESM will specify whether or not Sub-ESMs are required. All work content in the Program Management Base ESM will be accounted for within the Base-ESM. Sub-ESMs are not required in Program Management unless specified by the Contracting Officer or Government Technical Monitor. Within all other Base ESMs, Sub-ESMs shall be prepared defining specific work content within a given Base ESM. In no case shall the Contractor exceed the allocated funds in either a Base ESM or Sub-ESM without a revision which adds funds or redefines the ESM SOW.
- 2.2.1.1 A Sub-ESM shall describe each specific effort under the Base ESM.
- 2.2.1.2 Funding required for a Sub-ESM shall be obtained from the Base ESM. The total of all specific expenditures under all Sub-ESMs shall at no time exceed the total funds allocated under the Base ESM.
- 2.2.1.3 At the completion of each Sub-ESM, the contractor shall prepare a final report on that Sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.
- 2.3 Origination of ESMs. Either the contractor or the Government Technical Manager may originate new Base ESMs or Sub-ESMs at any time during the performance of this contract.
- 2.3.1 Revision of ESMs. In the event it becomes necessary to make any additions, deletions, or revisions to a Base ESM or a Sub-ESM, the contractor shall prepare a revised Base ESM or Sub-ESM. The Government may also submit a revision to a Base ESM or Sub-ESM.
- 2.3.2 In no case shall the contractor expend funds on a Sub-ESM beyond the original estimated cost prior to approval by the Government Technical Manager of a revision establishing a new estimated cost. The Contractor shall notify the Government Technical Manager when 75 percent of the funds allocated to the Sub-ESM has been expended.
- 2.3.3 The Government Technical Manager may authorize the shifting of effort from one Sub-ESM to another Sub-ESM or new Sub-ESM (within the same Base ESM and CLIN). This shall

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 2 Of 8
Date: 17 MARCH 2010

be accomplished by official revision and/or preparation of the Sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.

- 2.3.4 The contractor shall prepare and submit, upon request by the Government Technical Manager, a Sub-ESM to provide the necessary effort to accomplish any related task required by the Government. The explicit requirements of a Sub-ESM shall take precedence over the more general requirements in the Base ESMs.
- 2.4 Priority of ESMs and Sub-ESMs. The Government reserves the right to establish priority of all tasks under this contract.
- 2.5 Duplication. Sub-ESMs shall not be submitted for tasks where any portion has previously been submitted on a Sub-ESM and disapproved, unless specifically requested by the Government.
- 2.6 Sub-ESM Preparation. A Sub-ESM shall not be submitted to cover the preparation of Sub-ESMs.
- 2.6.1 Numbers assigned to any Sub-ESMs (approved/disapproved) shall not be reassigned to subsequent Sub-ESMs.
- 2.6.2 Duplication of work covered by a previous Sub-ESM shall be sufficient basis for disapproval of a proposed Sub-ESM. The cost of duplication of work under this contract for effort performed under this or any other contract with the Government will not be reimbursable.
- 2.6.3 Content of Each Sub-ESM. Each Sub-ESM prepared for submittal shall be complete and shall include a statement as to the related effect(s) of the effort on any other Sub-ESM under this contract. Each Sub-ESM shall define as associated costs such as the man-hours, materials cost, and other costs (e.g., travel cost).
- 2.7 Receipt of Base ESMs or Sub-ESMs. The Government Technical Manager will review each Base ESM or Sub-ESM for conformance to the technical requirements of the contract.
- 2.7.1 Base ESMs will be incorporated into the contract by formal modification.
- 2.7.2 Sub-ESMs may be issued by the Government Technical Manager within the limitations of this SOW and the delegation of authority from the PCO.

2.8 Program Management

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 3 Of 8
Date: 17 MARCH 2010

This area involves Contractor activities regarding summary management of ESMs, including engineering services program planning, control of hours and costs, control and release of reports, and program liaison with the Government. The Contractor shall be a member of the joint Government-Contractor Engineering Services Integrated Product Team (IPT).

2.8.1 The Office of the Assistance Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site to capture all direct labor hours and direct labor dollars incurred by prime contractors and subcontractors required for performance of this contract. The prime contractor is required to provide the information addressed in the contractor user guide at the following web address: <a href="https://cmra.army.mil">https://cmra.army.mil</a>. Subcontractors are required to provide the information addressed in the subcontractor user guide at the web address provided above.

The required information includes Contract Number, Delivery or Task Order Number (if applicable), Direct Labor Hours, Direct Labor Dollars, Country, State, Zip Code, City or Installation of Service, Total Obligated Dollars, Total Invoiced Amount, Contractor Company Name, Contractor Point of Contact First and Last Name, Phone Number and Email Address.

The Contractor agrees to include, and require inclusion of, this term in subcontracts at any tier under this contract (except to vendors providing goods and no services other than incidental services). NOTE: Subcontractors will not enter any contract level information, only location data to include direct labor hours, direct labor dollars and location where provided.

The prime contractor shall establish the record.

## 2.8.1.1 Financial Reporting

The contractor shall submit financial reporting base ESM and sub-ESM IAW Contract Data Requirement Lists (CDRL) A018 and A019.

## 2.9 Engineering

This area involves Contractor-engineering activities. Included are system engineering functions to include software engineering/support for total system integration or product engineering required for resolution of problems encountered throughout the program lifecycle. Tasks include special studies and investigations, initiation of design changes, reports and test support, and support of system test, integration, and troubleshooting including data acquisition and analysis. In addition, they include the design and fabrication of hardware/software or material necessary to support such activities.

#### 2.10 Product Assurance/Test

This area involves Contractor quality activities relating to maintenance of a reliable system as required by associated system performance requirements and the technical data package. Tasks include reliability assessments, failure analysis, support and collection of test data and review of proposed changes to technical documentation for incorporation of quality and reliability factors. Quality records shall be available for government review at the Contractor's facility.

## 2.11 Configuration Management

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 4 Of 3
Date: 17 MARCH 2010

This area involves all Contractor configuration management activities relating to maintenance of and updates to the JLENS specifications and technical data.

## 2.12 Logistics

- 2.12.1 As directed, the contractor shall perform logistics studies on all aspects of JLENS hardware components and logistics to include the 10 elements of AR 700-127 (i.e., Technical data (ITEMS), provisioning, tools, facilities, transportation, training, computers, etc.), material handoff/training/transfer/deployment, post-FUE support, and training devices. As directed by the Government may request data on costs, schedule, and impact on the program.
- 2.12.2 Additional data bases. Upon the direction of the government, the contractor shall prepare additional databases on logistics elements, devices/hardware, and fielding. Comments, changes, and revisions from the Government shall be incorporated into the RPSTL prior to final acceptance.

## 3.0 ENGINEERING SERVICES MEMORANDUM (ESM) PROCESS

#### 3.1 General

- 3.1.1 With written delegation of authority from the Procuring Contracting Officer (PCO) and within the limitations of this SOW, the Government Technical Managers or their delegates may issue approved sub-ESMs to the Contractor.
- 3.1.2 Funding required for a Base ESM shall be obtained from its designated contract CLIN(s). The total expenditures under all Base ESMs shall at no time exceed the total funds allocated under its designated contract CLIN(s).
- 3.2 Sub-ESM Origination and Preparation
- 3.2.1 At the request of the Government Technical Managers or their delegate, the Contractor shall prepare and submit an ESM form to describe the necessary effort to accomplish any task required by the Government within the limitations of this SOW. The Government Technical Manager may also prepare a new sub-ESM during the performance of this contract.
- 3.2.2 The Contractor is not authorized to perform specific tasks under this contract until the Government issues an approved sub-ESM that describes the specific tasks that are required of the Contractor.
- 3.3 ESM Form Content
- 3.3.1 Each ESM prepared for submittal IAW DI-MISC-80748 shall also include:
- 3.3.1.1 A unique ESM number in the following format: two-letter system designator (JL for JLENS), 2-digit year of execution designator (-08), two-digit sequential control number (-01, -02, etc), ie, JL-08-01.

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 5 Of 8
Date: 17 MARCH 2010

- 3.3.1.2 Designation of effort as 'level of effort' type or 'completion' type.
- 3.3.1.3 Associated CLIN(s) for billing (to be completed by Government) for Government purposes.
- 3.3.1.4 Associated funding type (to be completed by Government) for Government purposes.
- 3.3.1.5 Associated man-hours and dollar value limitations.
- 3.3.1.6 Applicable deliverables.
- 3.3.1.7 Monthly allocation of effort in terms of man-hours and dollars.
- 3.3.1.8 Functional allocation of effort in terms of man-hours.
- 3.3.1.9 Applicable time-phased technical milestones.
- 3.3.2 When any effort is initiated, even if it is to be incrementally funded, the complete effort shall be described in the initial sub-ESM and shall identify the scope, estimated cost, and completion date, if applicable for each phase, as well as applicable technical milestones, Government Furnished Property (GFP) requirements, and deliverables for each phase.
- 3.3.3 A sub-ESM shall include a statement as to the related effect(s) of the effort on any other sub-ESM under this contract.
- 3.4 Sub-ESM Performance
- 3.4.1 All efforts performed under this SOW shall be provided in accordance with (IAW) this SOW and associated approved Base ESMs. No task shall be duplicated on concurrent contracts, or overlapping contracts.
- 3.4.2 Man-hours and dollar limitations in the Base ESMs shall not be exceeded.
- 3.4.3 At the completion of each subESM, the Contractor shall prepare a final report on that sub-ESM, as required by the sub-ESM. If a specific report is not required, results of the sub-ESM will be recorded in the Quarterly Status Report.
- 3.5 Sub-ESM Revision
- 3.5.1 In the event it becomes necessary to make any additions, deletions, or revisions to a sub-ESM, at the request of the Government Technical Managers or their delegates, the contractor shall prepare a revised sub-ESM. The Government Technical Managers may also prepare a revised sub-ESM during the performance of this contract.
- 3.5.2 The Government Technical Managers may authorize the shifting of effort from one sub-ESM to another sub-ESM or new sub-ESM (within the same funded contract CLIN). This shall be accomplished by official revision and/or preparation of the sub-ESMs affected. This does not authorize the redirection of effort outside the contract scope.
- 3.6 Sub-ESM Prioritization
- 3.6.1 The Government reserves the right to establish priority of all tasks under this contract.

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 6 Of 8
Date: 17 MARCH 2010

#### 4.0 DATA

The contractor shall prepare the following data if required by sub-ESM direction:

IDENTIFICATION NO. NOMENCLATURE (If Required)

CDRL A001 Engineering Services Memorandum

**DI-MISC-80748** 

Applies to both Base ESMs and sub-ESMs.

b. CDRL A002 Engineering and Technical Services Accomplishment Report

DI-MGMT-80061

CDRL A003 Management Plan

DI-MGMT-80004

All Contractor-generated plans IAW Base ESM and/or subESM technical direction shall be prepared IAW DI-MGMT-80004. As specific plans are required by ESM performance, a management plan shall be forwarded as required by the Government monitor for the respective ESM. Types of management plans may include different functional plans.

d, CDRL A004 Scientific and Technical Reports DI-MISC-80711

All contractor generated reports IAW sub-ESM technical direction shall be prepared IAW DI-MISC-807II. As specific reports are required by sub-ESM performance, a scientific and technical report shall be forwarded as required by the government monitor for the respective sub-ESM. Types of scientific and technical reports may include different functional reports.

e. CDRLA005 Revisions to Existing Government Documents DI-ADMN-80925

The list of existing Government documents that may require updating are as follows: Provisioning Parts Listing/Index, Specifications and Standards Usage Report, and Drawing Number Assignment Report.

f.	CDRL A006 Publication Cost Report (PCR)	DI-FNCL-80729
g.	CDRL A007 Engineering Release Record (ERR)	DI-CMAN-80463
h.	CDLR A008 Modification Work Order (MWO)	DI-CMAN-80529
i.	CDRL A009 Product Drawings/Models and Associated Lists	DI-SESS-81000
j.	CDLR A010 Parts Approval Request	DI-MISC-80071
k.	CDRL A011 Source Control Drawing Approval Request	DI-DRPR-81010
t.	CDRL A012 Proposed Critical Manufacturing Process Descripti	on DI-DRPR-81012

JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 ATTACHMENT 0002 Page 7 Of 8 Date: 17 MARCH 2010

m.	CDRL A013 Engineering Change Proposal (ECP)	DI-CMAN-80639
n.	CDRL A014 Notice of Revision (NOR)	DI-CMAN-80642
0.	CDRL A015 Request for Nomenclature (DD61)	DI-CMAN-81254
p.	CDRL A016 Technical Publications - TM Changes with Associated Backup Pages	No citation

Files shall be included with delivery in a format compliant with Portable Document Format (PDF), and will be backed up with a separate CD-ROM of postscript or word processing files.

 q. CDRL A017 Technical Publications - New and Changed RPSTL Pages w/Backup Pages No citation

Files shall be included with delivery in a format compliant with PDF, and will be backed up with a separate CD-ROM of postscript or word processing files.

- r. CDRL A018 Funds and Man-Hours Expenditure Report (FMER) DI-FNCL-80331
- s. CDRL A019 Contract Funds Status Report (CFSR)

DI-MGMT-81468

	ICITATION/MODIFICATI		1. Contract I	ixed-Fee	
Amendmen/Modification No.	3. Effective Date	4. Requisition/Purchase Rec	No.	200	io. (If applicable)
Issued By	Code   W31P40	7. Administered By (If other	than Item 6)		Code   52205A
US ARMY CONTRACTING COMMA AMUCH CONTRACTING CENTER REDSTONE ARSENAL AL 3569	AND	DCMA RAYTHEON TEWKS 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBUKY MA 01876	BURY		
		SCD A	PAS NONE	AL	P PT HQ0337
Name And Address Of Contrac	ctor (No., Street, City, County, State and	d Zip Code)	9A. Amendmen	nt Of Solicita	tion No.
RAYTHEON COMPANY AMDS 350 LOWELL ST			9B. Dated (Sec	Item 11)	*****
ANDOVER, MA 01810-4400		(E)	10A. Modifica	tion Of Contr	ract/Order No.
		×	W31P4O-10-C-		NEW STANSS TANK
TYPE BUSINESS: Large Bus	iness Performing in U.S.		10B. Dated (Se	CELOS PAREN	
ode 05716 Facili	ity Code		2003MAR17		
	11. THIS ITEM ONLY APPLI	IES TO AMENDMENTS OF	OLICITATION	ës	
2. Accounting And Appropriation NO CHANGE TO OBLIGATION KIND MOD CODE: G	13. THIS ITEM ONLY APPLIES  It Modifies The Contr	TO MODIFICATIONS OF CO	n Item 14.		sorth In Town Id 4 Mode I-
A. This Change Order is I	No. In Item 10A.				orth to Item 14 Are Made In
	Contract/Order Is Modified To Reflect Pursuzat To The Authority of FAR 43,1		such as changes	in paying off	ice, appropriation data, etc.)
C. This Supplemental Ago	reement Is Entered Into Pursuant To A	uthority Of: FAR 43.103 (a	(3)		
D. Other (Specify type of	modification and authority)				
E. IMPORTANT: Contractor	is not, X is required to sig	n this document and return_		copies to the	Issuing Office.
4. Description Of Amendment?	Modification (Organized by UCF section		on/contract subj	ect matter w	tere feasible.)
	CRIPTION				
SEE SECOND PAGE FOR DESC					
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SEE SECOND PAGE FOR DESC					
SEE SECOND PAGE FOR DESC					
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	rms and conditions of the document ref	erençed in item 9A or 10A, as	heretofore chan	zed, remains	uochanged and in full force print)
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000143

## CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00003

Page 2 of 6

Name of Offeror or Contractor: RAYTHSON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00003) To contract W31P4Q-10-C-0003 is as follows:

a. To Re-align Engineering Hours as follows:

CLIN 0002 FY10 Option Period



As reflected in the total above, the hours are hereby re-aligned. However, the total amount of hours for CLIN 0002 remain unchanged.

b. Modification P00002 Re-align Material as follows:

		Prom	Change by	TQ
CLIN	0001			
CLIN	0002			
CLIN	0002			
CLIN	0003			

c. To Re-align Material Funding as follows:

		From	Change by	TO
CLIN	0002			
CLIN	0003			
CLIN	0004			
CLIN	0005			
CLIN	0006			

A-2 The breakout of hours and associated costs for CLINS 0001, 0002, 0003, 0004, 0005, and 0006 are reflected in section B of this Modification (P00003).

A-3 As a result of this modification, the contract price remains unchanged at a total amount of \$393,769.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0003 \*\*\*

000144

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00003

Page 3 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0001 FY 10 BASIC JLENS ENGINEERING SERVICES NOUN: BASIC FY10 ENG SVC RANGE OPT SECURITY CLASS: Unclassified Labor Material Total FY10 Basic PCL COST G&A TCL COST (W/O COM) CPFE Hours Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Material Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0002 FYIO OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY10 Option Labor Material Total PCL COST GAA TCL COST (W/O COM COST OF MONEY FES Hours Hours Description PM/CM

Redactions per (b)(4)

000145

Reference No. of Document Being Continued CONTINUATION SHEET

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00003

Page 4 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Exercised ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY11 Material Total PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Exercised Remaining Description Hours PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS Material Material Description Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0004 FY12 OPTION PERIOD JLENS ENG SRVS

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00003

Page 5 of 6

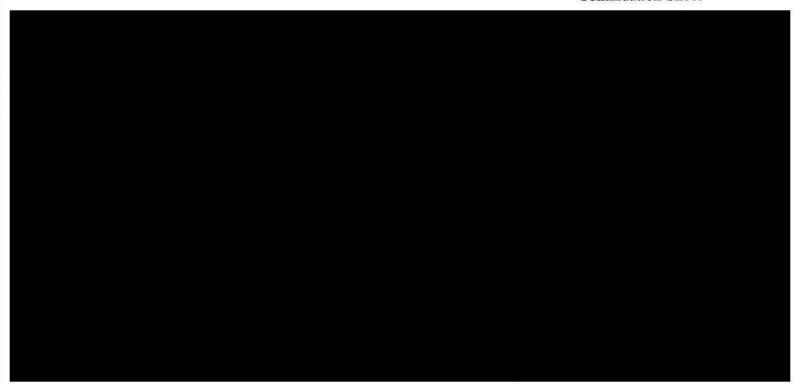
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CONTRACT SECURITY CLASSIFICATION SPEC	CIFICATION	1		1
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to all security aspects of this effort.)	ndar appry			
2. THIS SPECIFICATION IS FOR: (x and complete as applicable)	To Th	IS SDECIEICA	TION IS: (x and complete a	n analinahla)
a. PRIME CONTRACT NUMBER	3.11	IIS SPECIFICA	ITON 13. (x and complete a	DATE (YY)
₩31P4Q-10-C-0003		a. ORIGINAL (Co	mplete date in all cases)	2/15/10
L DURANUMA -				
b. SUBCONTRACT NUMBER	$\boxtimes$	<ul> <li>b. REVISED (Sup all previous spece</li> </ul>		BATE (YYMIV
		10 x x x x x x x x x x x x x x x x x x x		
c. SOLICITATION OR OTHER NUMBER DUE DATE (YYMMOD)  PAN JL-0050-08		c. FINAL (Comple	te Item 5 in all cases)	DATE (YYMN
THIS IS A FOLLOW ON CONTRACTO TO THE MAN AND THE				
1. THIS IS A FOLLOW-ON CONTRACT? YES NO. If Yes, com	plete the following:			
Classified material received or generated under	— (Preced	ling Contract Nur	nber) is transferred to the	nis follow-on contract.
5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, com	plete the following:			
In response to the contractor's request dated, rete	ention of the identifi	ed classified ma	terial is authorized for the	ne period of
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			/	
a. NAME, ADDRESS, AND ZIP CODE b. CA			Y OFFICE (Name, Address,	and Zip Code)
Raytheon Company	100000	fense Securi		
ntegrated Defense Systems 05716		Ballardyale S	Street	
350 Lowell Street		te B-206 mington MA 0	1997 1062	
Andover, MA 01810-4400	VVII	TIME OF WAY	1007-1002	
SUBCONTRACTOR		/		
b. CAGE	CODE C	GNIZANT ECURIT	Y OFFICE (Name ddress, a	and Zip code)
SIND Y	T/A	XP	$\gamma \gamma$	ē
B. ACTIVAL PERFORMANCE LOCATION Barne as Block 6a	CODE C. CO		TY OFFICE(Name, Address, a	ð
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Page 1 Of 16 Date: 19 JULY 2010

<ol> <li>PUBLIC RELEASE. Any information (classified or or unless it has been approved for public release by app:</li> </ol>	sified) pertaining to this contract shall te U.S. Government authority. Propos	I not be released for public diss sed public releases shall be sub-	tion except as provided by the NISPOM d for approval prior to release	Mr.
Direct Through (Specify):			000	
Land Land Land			ooo. additional guidance.	-
to the Directorate for Freedom of Information and Securit	y Review, Office of the Assistant Se	cretary of Defense (Public Affairs)	)* for review.	
*In the case of non-DoD User Agencies, requests for disc 13. SECURITY GUIDANCE. The security classification gu	losure shall be submitted to that ag	ency.		or if any other
contributing factor indicates a need for changes in this guidant assigned to any information or material furnished or generated	ce, the contractor is authorized and en d under this contract; and to submit any	couraged to provide recommended of v questions for interpretation of this of	changes; to challenge the guidance or the suldance to the official identified below. F	e classification Pending final
decision, the information involved shall be handled and protect forward under separate correspondence, any documents/guid	ted at the highest level of classification	assigned or recommended. (Fill in	as appropriate for the classified effort. A	ttach, or
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See continuation pages for additional security guid	ance.			
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A CONTRACTOR OF THE CONTRACTOR				
<ol> <li>ADDITIONAL SECURITY REQUIREMENTS.     pertinent contractual clauses in the contract document itself, or</li> </ol>				Yes No
a copy of the requirements to the cognizant security office. Us	e Item 13 if additional space is needed	(1)	conseque <u>P1169</u> 98.500,004	
	THE COLUMN TWO IS NOT THE PARTY.			
15. INSPECTIONS. Elements of this contract are outside the	e inspection responsibility of the cogni	zant security office. (If Yes, explain	and identify specific	Yes No
			and the second second	
16. CERTIFICATION AND SIGNATURE. Security information to be released or generated un	y requirements stated here der this classified effort. A	in are complete and adequ All questions shall be refe	uate for safeguarding the cla rred to the official named be	ssified low.
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE		TEL SOLIONS (Land Landrea Code)	
	JLENS Program Security			
d. ADDRESS (Incluide Zip Code)		17. REQUIRED DISTRIB	UTION	
Cruise Missile Defense Systems Project Office SFAE-MSLS-CMD-S-JLN-SO		a. CONTRACTOR  b. SUBCONTRACTOR		
Redstone Arsenal, AL 35898-5000		c. COGNIZANT SECURITY	OFFICE FOR PRIME AND SUBCONTR	ACTOR
		d. U.S. ACTIVITY RESPONS  e. ADMINSTRATIVE CONTI	JLENS Enginee	ering Services
	31	f. OTHERS AS NECESSAR	CONTRACT Wat	P4Q-10-C-0003
			Page 2	Of 16
			Date: 19 Л	JLY 2010

DD254 Continuation Sheet



JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0001
Page 5 Of 16
Date: 19 JULY 2010

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 000

Page 6 Of 16 Date: 19 JULY 2010

Attachment 2

JLENS Program Security Manager Cruise Missile Defense System Project Office

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
ATTACHMENT 000**2**Page 9 Of 16
Date: 19 JULY 2010

Contract #W31P4Q-10-C-0003 DD Form 254 Attachment 3

CONTRACT W31P4Q-10-C-0003
ATTACHMENT 0002
Page 15 Of 16

Date: 19 JULY 2010

## Appendix B

US Army Aviation and Missile Command Intelligence Division (AMSAM-IS-ID) G2 (Intelligence and Security) Redstone Arsenal, AL 35898



Fax: (256) 842-8705 (DSN 788)

TO Intelligence Officer (Name)

## CONTRACT INTELLIGENCE AUTHORIZATION

Prime Contract Number	Subcontract Number
Revision Number	Revision Number
DD Form 254 Date (YYYYMMDD)	DD Form 254 Date (YYYYMMDD)
Contractor Name, Address, Zip Code (Actual Performance Location)	Contractor Name, Address, Zip Code (Actual Performance Location)
Contract Officer (Name/Organization/E-ma	act Officer (KO) il/Phone
The acquisition official identified below will specific intelligence information as necessar Contract Monitor Name/Organization/E-ma	The state of the s
KO Signature and Date	
Senior Intel	lligence Officer (SIO)
	mation under this contract does not create an unfair
	a conflict of interest with the contractor's obligation

	ATION/MODIFICATI		Cost-Plus-P		
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.		5. Project No. (If applicable)	
P00004	109492010	SEE SCHEOULE JL 0004 10			
6. Issued By	Code W31P4Q	7. Administered By (If other			Code 52205
US ARMY CONTRACTING COMMAND		DCMA RAYTHBON TEWKS 50 APPLE HILL DRIVE			
		M/S T2FR2			
AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280		TEHKSBURY MA 01876	-1198		
13070-3200	103				
8. Name And Address Of Contractor (No.,	Street City County State and	SCD A	PAS NONE 9A. Amendmen	*****	P PT HQ0337
	, Street, City, County, State and	1 Zip Code)	7A. Amenumen	it Of Solicitati	OH 140.
RAYTHEON COMPANY AMDS					
350 LOWELL ST			9B. Dated (See	Item 11)	
ANDOVER, MA 01810-4400		×	10A. Modificat	tion Of Contra	ct/Order No.
			W31P4Q-10-C-	0003	
TYPE BUSINESS: Large Business P	erforming in U.S.		10B. Dated (Se	e Item 13)	
Code 05716 Facility Code			2003MAR17		
	11. THIS ITEM ONLY APPLI	es to amendments of s	OLICITATION	S	
The above numbered solicitation is as	mended as set forth in item 14.	The hour and date specified	for receipt of Off	fers	
Is extended, is not extende					
Offers must acknowledge receipt of this	amendment prior to the bour	and date specified in the solici	tation or as amo	nded by one of	f the following methods:
(a) By completing items 8 and 15, and re					
offer submitted; or (c) By separate lette					
ACKNOWLEDGMENT TO BE RECE					
	TION OF VALID OFFED IL	by virtue of this omendment v	an docine to chan	on on offer al	ready submitted such
SPECIFIED MAY RESULT IN REJECT change may be made by telegram or let					
change may be made by telegram or let opening hour and date specified.	ter, provided each telegram or				
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	CONTINU	JATION SHEET	MATERIAL PROPERTY AND A SECOND CO.	rence No. of Document B	eing Continued  MOD/AMD P00004	Page 2 of 11
Name	of Offeror or	Contractor: RAYTHEO	N COMPANY			
		NTAL INFORMATION his modification (PO	0003) To contract \	W31P4Q-10-C-0003 is as	follows:	
		ection N-7 to contr incering services f	경기가 하는 것이 보다가게 보고 있다. 그렇게 되었다.	ons" the US Government	hereby exercises eng	ineering services hours wh
	a result of t		INS 0002AC, 0002AD	, 0003AA and 0003AB are	e established in the total	amount of and a
CLIN	ESM	PRON	Hours	DOLLAR		
0002AC 0002AD 0003AA 0003AB	EN10-02A EN10-02A EN10-02A EN10-02A	F10AF1W011 F10AF1W011 F10AF1W011 F10AF1W011	MATERIAL/ODC			
perform a perio	ance from dat d of performa of performanc	e of modification t nce from date of mo e from date of modi	o 30 September 2013 dification to 30 Sept fication to 30 Sept	1, SLIN 0002AD for Mate eptember 2011, SLIN 000	hours in the amount of erial/ODC dollars in the to DIAA for hours in the BB for Material/ODC dollars 2011	amount of with a
CLIN 0	002 is reduce	d by in revised to show the	Material/ODC FROM number of Hours an	CLIN	Hours and Material/ODC exe 0002 is reduced by 1,412 E sed under the range option. incering Hours from	ngineering Hours from
		hours and associate in section B of th			0005, and 0006 and SLINS	0002AC, 0002AD, 0003AA and
				Form DD 254 Contract Se 002 and the Basic Contr	ecurity Classification Spec	ification. This revised
A-6 As	s result of t	his modification, t	he total amount of	the contract is increa	ase by \$2,417,359 from \$393	,769 to \$2,811,128.
	annous recognitions and a survival of the second	NOVEMBER OF THE STATE OF THE ST		CAROLINA DI SINOMONINA MENDENINA MEN	Make A total or Assert Michigan Assert Assert Assert Assert Assert	

000165

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00004

Page 3 of 11

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				Charles of Court of Cartes
0001	FY 10 BASIC JLENS ENGINEERING SERVICES			9 .	
	NOUN: BASIC FYIG ENG SVC RANGE OPT SECURITY CLASS: Unclassified				
	FY10 Basic Labor Material Total PCL COST G&A				
	TCL COST (W/O COM) COST OF MONEY FEB CPFF			ē	IK.
	Houre Hours  Description Hours Exercised Remaining				
	PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS				
	TOTAL				Det
	Material Material  Description Material Exercised Remaining			3	
	ESTIMATED COST COST OF MONEY FIXED FES CPFF				
	COMPOSITE HOURLY RATE IS FOR				
	(End of narrative B001)				
02	PY10 OPTION PERIOD JLENS ENG SRVS				
	SECURITY CLASS: Unclassified	1			
	FY10 Option Labor Material Total PCL COST				34%
	TCL COST (W/O COM) COST OF MONEY FEE			42	
	CPFF				N.
	Hours Hours Description Hours Exercised Remaining		1		

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00004

Page 4 of 11

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL  Material Material	-			graces 48 Shalipin
	Description Material Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEB CPFF				
	COMPOSITE HOURLY RATE IS FOR				
	(End of narrative B001)				
POOZAC	PY10 OPTION ESM EN10-02"A" LABOR		HR		\$
	NOUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 ACRN: AE CUSTOMER ORDER NO: F1AF1W0118G001				=
	Estimated Cost COM Fixed Fee Total				
	16				
	EN10-02 Engineering Labor				
	COMPOSITE HOURLY RATE				
	The contractor, as an independent contractor and not a Labor in support of the JLENS Engineering Services Con	s an agent of t tract.	he Gove	nment, shall fur	wish Engineering
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 30-SEP-2011				

Reference No. of Document Being Continued
PIIN/SIIN W31P40-10-C-0003 MOD/AMD P00004

Page 5 of 11

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT PRICE AMOUNT UNIT 0002AD FY10 OPTION ESM EN10-02"A" MATERIAL/ODC NOUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 CUSTOMER ORDER NO: FIAFIW0118G001 Estimated Cost Fixed Fee Total Description Hours EN10-02 Engineering Material/ODC COMPOSITE HOURLY RATE The contractor, as an independent contractor and not as an agent of the Government, shall furnish Material and Travel in support of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Destination Deliveries or Performance DLVR SCH PERF COMPL QUANTITY DATE REL CD 30-SEP-2011 001 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified PCL COST GEA TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description Hours Exercised Remaining PM/CM

Reference No. of Document Being Continued
PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00004

Page 6 of 11

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT ENGINEERING PRODUCT ASSUR/TES LOGISTICS TOTAL Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FEE COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0003AA FY11 OPTION ESM EN10-02"A" LABOR HR NOUN: JLENS Sim Spt for JI PRON: PloAFIW011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: FIAF1W0118G001 Estimated Cost COM Fixed Fee Total ESM Description EN10-02"A" Engineering Labor Composite Hourly Rate The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination. ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD DATE 30-SEP-2011 001

Page 7 of 11 Reference No. of Document Being Continued CONTINUATION SHEET PIIN/SIIN W31P40-10-C-0003 MOD/AMD POOGO4 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003AB FY11 OPTION ESM EN10-02"A" MATERIAL/ODC NOUN: JLENS Sim Spc for JI PRON: FloaFiwell PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: PIAPIW0118G001 Estimated Cost Fixed Fee ESM Description Hours EN10-02"A" Engineering Material/ODC Composite Hourly Rate The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Descination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 30-SEP-2011 001

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FY12 OPTION PERIOD JLENS ENG SRVS

SECURITY CLASS: Unclassified

PY12 Labor Material Total

PCL COST
GGA
TCL COST (W/O COM)
COST OF MONEY
FEE
CPFF

Hours Hours
Description Hours Exercised Remaining
PM/CM
ENGINEERING

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD

Page 8 of 11

MOD/AMD P00004 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO UNIT PRICE AMOUNT SUPPLIES/SERVICES QUANTITY UNIT PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Nacerial Description Exercised Remaining Material ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0005 FY13 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total PCL COST GEA TCL COST (W/O COM) COST OF MONEY PEE CPFF Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED PEE COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0006 PY14 OPTION PERIOD JLENS ENG SRVS

Reference No. of Document Being Continued

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Page 9 of 11

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Reference No. of Document Being Continued Page 10 of 11 CONTINUATION SHEET PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00004 Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ INCREASE/DECREASE LINE AMS CD/ OBLG STAT/ CUMULATIVE ACRN JOB ORD NO PRIOR AMOUNT AMOUNT THUOMA ITEM MIPR 0002AC F10AF1W011 AB 1 \$ F1AF1W0118G001 0002AD F10AF1W011 F1AF1W0118G001 0003AA F10AF1W011 F1AF1W0118G001 0003AB PIQAFIW011 F1AF1W0118G001 2,417,359.00 NET CHANGE SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE ACCOUNTING CLASSIFICATION AMOUNT STATION NAME BY ACRN Air Force AB 004001202180JT016060516000085590265126J667100 2,417.359.00 NET CHANGE 2,417,359.00 CUMULATIVE PRIOR AMOUNT INCREASE/DECREASE OF AWARD AMOUNT OBLIG AMT 2,811,128.00 NET CHANGE FOR AWARD: 2,417,359.00 393,769.00 LINE ITEM ACRN EDI ACCOUNTING CLASSIFICATION 97 101104001202 P67100 180JT016060516000085590265126J667100 F1AF1W0118G001 0002AC AB F67100 180JT016060516000085590265126J667100 F1AF1W0118G001 0002AD AB 97 101104001202 0003AA 97 101104001202 P67100 180JT016060516000085590265126J667100 F1AF1W0118G001 F1AF1W0118G001 P67100 180JT016060516000085590265126J667100 0003AB AB 97 101104001202

## Reference No. of Document Being Continued

MOD/AMD P00004

Page 11 of 11

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of	A CONTRACTOR OF THE CONTRACTOR		Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 0001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION	17-MAR-2010	016	ELECTRONIC IMAGE
Attachment 0006	ENGINEERING SERVICES MEMORANDUM (ESM) EN10-02"A"	04-AUG-2010	002	ELECTRONIC IMAGE

PHN/SHN W31P4Q-10-C-0003

DEPARTMENT OF DEFENSE				1. CLEARANCE AND SAFEGUARDING		
CONTRACT SECURITY CLASSIFICATION	ON SPECIFICA	TION		y.	15	
(The requirements of the DoD Industrial Se	curity Manual ann	lv.	I roei	SALE THARDS SECTION		
to all security aspects of this e		4				
2. THIS SPECIFICATION IS FOR: (1 and recognition and applicable)		3. TH	S SPECIFICATION IS	: (it end complete as applica	rb(e)	
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PAN JL-0050-08	YYVKOD)	lп	g. FINAL (Complete Item 5 t	n all cases)	TIATE (YYWW)	
4. THIS IS A FOLLOW-ON CONTRACT? YES NO. I	If Yes, complete the f	ollowing:	100		-	
Classified material received or generated under			ng Contract Number) is t	ranaformed to this folio	w-on contract	
	If Yes, complete the f					
					191191	
in response to the contractor's request dated	retantion of the	re identific	d classified material is a	uthorized for the perio	d of	
8. CONTRACTOR (Include Commontal and Government Entity (CAGE) Code)	S CAGE CODE	70	COGNIZANT SECURITY OF	FICE Name Address 4 st	So Coes	
Raytheon Company			anse Security Service	В	E SAM	
Integrated Defense Systems	05716		nington Field Office ( Ballardvalo Street, S			
350 Lawell Street Andover, MA 01810			nington, MA 01887-1			
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Same as above Block 6a and secondary Test Sites		1				
as directed by the JLENS Product Office	1	i i				
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				742 7-14		
GENERAL IDENTIFICATION OF THIS PROCUREMENT	The state where the state of th	e i de la constanta e cons				
The scope of this contract is to perform engineering s						
investigation, inspection, analysis, and corrective acti						
comporments and configuration variants; and support	of the JLENS sy	stem ar	to its associated re	ne in integrated	Air Delense.	
D. THIS CONTRACT WILL REQUIRE ACCESS TO:	11. IN PERFORM	ING THIS	CONTRACT, THE CONTR	ACTOR WILL:		
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inti Dan (s)	AIS Classified	compute	er processing.	JLENS Engine	erma	

CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page I Of 16 Date: 17 MARCH 2010

Dred Trough Steelil.	or undessalled) pertuning to this contract shall not be released for public dissensination outset as provided by the NISPOM surprised U.S. Government authority. Proposed public releases small be submitted for approved prior to release.  Sille Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. Public release of disself.
Information is not authorized and prohibi	ited for public release.
to the Directments for Trendom of Information and 3 To the case of non-Doll User Agencies, requests fo	Security Pawlow, Office of the Assistant Securitary of Orlange (Public Affairs) for period,
<ol> <li>SECURITY GUIDANCE. The security classificat committees facility websites a nined for changes in this g emission to any information or maker effurnation or may be maintained and in the small se familiar and and and and and and and and and and</li></ol>	bon guidance resided for this classified affect is 'devirted' below. If any difficulty is encountered in applying this guidance or if any phase publishme, may be contractor is such conditional and encouraged to provide recommended dhanges; to challenge the guidance or the classification rerated under the contract, and its subsidition any questions for transpiration of this guidance to the effects benefied below. Pending finely protected as the highset time of of descharch assigned or recommended. (Pill in an appropriate to the standard or appropriate to the standard or appropriate to the standard or appropriate the standard or appropriate to the standard or appropriate to the standard or appropriate the standard or appropriate the standard or appropriate to the standard or appropriate the standard or appropriate to the standard or appropriate the standard or appropriate to the standard or appropriate to the standard or appropriate the standard or appropriate to the standard or
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CERTIFICATION AND SIGNATURE. Secu- information to be released or generated	urity requirements stated herein are complete and adequate for safeguarding the classified under this classified effort. All questions shall be referred to the official named below.
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	. ADMINISTRATIVE CONTRACTING JLENS Engineering Service
	CONTRACT W3 1P4Q-10-C
	ATTACHMENT 0001

Page 2 Of 16 Date: 17 MARCH 2010

Contract #W31P4Q-10-C-0003

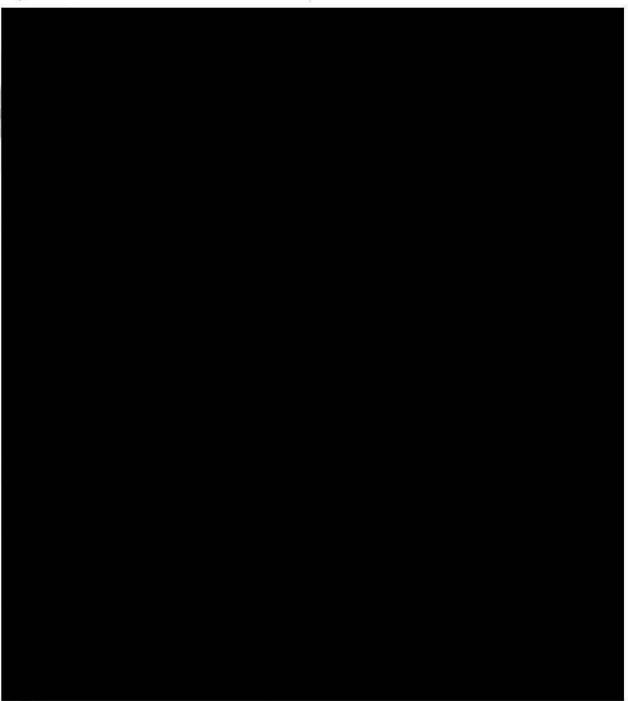
JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 3 Of 16 Date: 17 MARCH 2010

Contract #W31P4Q-10-C-0003



JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 4 Of 16 Date: 17 MARCH 2010

## ATTACHMENT!



Page 1 of 6

JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 5 Of 16 Date: 17 MARCH 2010



JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 6 Of 16 Date: 17 MARCH 2010

Page 4 of 6

CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 8 Of 16 Date: 17 MARCH 2010

Page 5 of 6

Mod P00004 ATTACHMENT 0001 Page 9 Of 16 Date: 17 MARCH 2010

Page 6 of 6

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 10 Of 16
Date: 17 MARCH 2010

JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 11 Of 16
Date: 17 MARCH 2010

Mod P00004
ATTACHMENT 0001
Page 12 Of 16
Date: 17 MARCH 2010

CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 13 Of 16 Date: 17 MARCH 2010

Cruise Missile Defense System
Project Office



JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 14 Of 16 Date: 17 MARCH 2010

Contract #W31P4Q-10-C-0003 DD Form 254 Rev 1

> CONTRACT W31P4Q-10-C-0003 Mod P00004 ATTACHMENT 0001 Page 15 Of 16 Date: 17 MARCH 2010

Contract #W31P4Q-10-C-0003 DO Form 254 Rev |



JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0001
Page 16 Of 16
Date: 17 MARCH 2010

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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00004
ATTACHMENT 0006
Page 2 Of 2
Date: 17 MARCH 2010

	ATION/MODIFICATI	ON OF CONTRACT	1. Contract II		Page 1 Of s
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req !		5. Project No. (1	fapplicable)
POGOOS	26 aug 2010	SEE SCHEDULE		JL con	5 10
6. Issued By	Code W31P40	7. Administered By (If other t	han Item 6)		Code S220
US ARMY CONTRACTING COMMAND		DCMA RAYTHBON TEWKSE	URY		
		50 APPLE WILL DRIVE M/S T2FR2			
AMCOM CONTRACTING CENTER		TEWKSBURY MA 01876-	1198		
REDSTONE ARSENAL AL 35898-5280					
		SCD A	PAS NONE	ADP P	Г НQ0337
8. Name And Address Of Contractor (No.	, Street, City, County, State and	Zip Code)	9A. Amendmen	t Of Solicitation !	No.
RAYTHEON COMPANY					
350 LOWELL ST		1 1	9B. Dated (See	Item 11)	P. (1-)
ANDOVER, MA 91810-4400			,		
		×	10A. Modificat	ion Of Contract/C	Order No.
			W31P4Q-10-C-	0003	
TYPE BUSINESS: Large Business			10B. Dated (Se	e Item 13)	
Code 05716 Facility Code			2003MAR17		
	11. THIS ITEM ONLY APPLE	ES TO AMENDMENTS OF SO	LICITATION	3	
SPECIFIED MAY RESULT IN REJE may be made by telegram or letter, pro hour and date specified.	CTION OF YOUR OFFER. If b ovided each telegram or letter ma	y virtue of this amendment you	desire to change	an offer already	
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PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 2 of 8

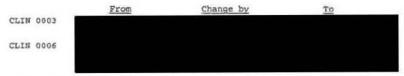
PIIN/SIIN M31P4Q-10-C-0003 MOD/AMD P00005

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00005) To contract W31P4Q-10-C-0003 is as follows:

A. To Re-align Material Funding as follows:



B. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises engineering services hours which are a portion of engineering services from CLIN 0003 and exercise otal Material/ODC Dollars from CLIN 0003.

A-2 As a result of this modification SLINS 0003AC, 0003AD, 0003AB and 0003AF are established in the total amount of

CLIN	ESM	PRON	HOURS	DOLLAR
0003AC	EN10-01A	4M0J731300		
0003AD	EN10-02B	F10AF1W014		
SAECOO	EN10-01A	4M0J731300	MATERIAL/ODC	
0003AP	EN10-02B	F10AF1W014	MATERIAL/ODC	

For accomplishment of these tasks newly established SLINS: SLIN 0003AC for thours in the amount of with a period of performance from date of modification to 30 September 2011, SLIN 0003AE for Material/ODC dollars in the total amount of with a period of performance from date of modification to 30 September 2011, SLIN 0003AE for Material/ODC dollars in the total amount of with a period of performance from date of modification to 30 September 2011, and SLIN 0003AF for Material/ODC dollars in the total amount of with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option.

CLIN 0003 is reduced by in Material/ODC FROM. CLIN 0003 is reduced by

A-4 The breakout of hours and associated costs for CLINS 0003 and 0006 and SLINS 0003AC, 0003AD, 0003AB, and 0003AF are reflected in section B of this Modification (P00005).

A-5 As a result of this modification, the total amount of the contract is increase by \$412,927 from \$2,811,128 to \$3,224,055.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect-

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00005

Page 3 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0003	FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified				
	FY11 Labor Material Total				
	PY11 Labor Material Total PCL COST G&A TCL COST (W/O COM) COST OF MONEY				
	CPFF			*	
	Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL				
	Material Material  Description Material Exercised Remaining ESTIMATED COST				
	COST OF MONEY FIXED FEE CPFF				
	COMPOSITE HOURLY RATE IS  (End of narrative ROO1)				
03AC	FY11 OPTION ESM EN10-01"A" LABOR		HR		\$
	NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551				
	Estimated Cost COM Fixed Fee Total				
	ESM Description Hours EN10-01*A" Engineering Labor				
	COMPOSITE HOURLY RATE IS				

000195

Reference No. of Document Being Continued

Page 4 of 8

CONTINUATION SHEET MOD/AMD P00005 PIIN/SIIN W31P4Q-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 30-SEP-2011 0003AD FY11 OPTION ESM EN10-02"B" NOUN: JLENS SIM SPT FOR JI PRON: F10AF1W014 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: FIAF1W0148G001 Estimated Cost Fixed Fee Total Description EN10-02"B" Engineering Labor COMPOSITE HOURLY RATE IS The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD DATE 30-SEP-2011 001

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00005

Page 5 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	FY11 OPTION ESM EN10-01"A" MATERIAL/ODC				\$
	NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E55S1				
	Estimated Cost COM Fixed Fee				
	Total				
	ESM Description Hours EN10-01"A" N/A				
	COMPOSITE HOURLY RATE IS				
	The contractor, as an independent contractor and not a Engineering Material/ODC in suppport of the JLENS Engi				ish
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 30-SEP-2011				
003AF	FY11 OPTION ESM EN10-02"B" MATERIAL/ODC				s
	NOUN: JLENS SIM SPT FOR JI PRON: F10AF1W014 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0148G001				
	Estimated Cost COM Pixed Fee				
	Total				
	ESM Description Hours EN10-02"B" N/A			*	
	COMPOSITE HOURLY RATE IS				

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00005

Page 6 of 8

RAYTHEON COMPANY UPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
as an independent contractor and not a cerial/ODC in suppport of the JLENS Engi	s a agent of th		ment, shall furn	
(End of narrative B001)				
i Acceptance estination ACCEPTANCE: Destination				
PERF COMPL DATE 30-SEP-2011				
RIOD JLENS ENG SRVS				
: Unclassified				
Labor Material Total				
Hours Hours Hours Exercised Remaining				
TEST				
Material Material Material Exercised Remaining				
(End of narrative B001)				
	(End of narrative B001)			

Reference No. of Document Being Continued Page 7 of 8 CONTINUATION SHEET PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD POOCOS Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE CUMULATIVE ACRN JOB ORD NO AMOUNT ITEM MIPR PRIOR AMOUNT AMOUNT 0003AC 4M0J731300 AA 1 0.00 \$ \$ 172419E5551 04MJLE 0003AD F10AF1W014 1 0.00 \$ \$ F1AF1W0148G001 0003AE 4M0J731300 0.00 \$ AA 1 172419E5551 04MJLE 0003AF F10AF1W014 1 0.00 \$ AB F1AF1W0148G001 NET CHANGE 412,927.00 SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE NAME BY ACRN ACCOUNTING CLASSIFICATION STATION Army 21 02040000005L5L68P1724192516 S01021 Air Force AB 97 004001202180JT016060516000085590265126J667100 NET CHANGE \$ 412,927.00 PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD AMOUNT OBLIG AMT NET CHANGE FOR AWARD: 412,927.00 3,224,055.00 2,811,128.00 LINE

ITEM	ACRN	EDI	ACCOUNTING CLAS	SSIFICATIO	N		
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0003AD	AB	97	101104001202	F67100	180JT016060516000085590265126J6671	00	F1AF1W0148G001
0003AE	AA	21	101120400000	W31G3H	05L5L68172419E555125164M0J731300	04MJLE	801021
0003AF	AB	97.	101104001202	F67100	180JT016060516000085590265126J6671	00	F1AF1W0148G001

000199

Reference No. of Document Being Continued Page 8 of 8 CONTINUATION SHEET MOD/AMD P00005 PHN/SHN W31P4Q-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Number Addenda Transmitted By Title of Pages Date Attachment 0007 ENGINEERING SERVICE MEMORANDUM (ESM) EN10-01"A" & EN10-EMAIL 25-AUG-2010 004 02"B"

### **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

U.S. ARMY AV			MAN	)	EN10-01	"A"
REDST	ONE ARSENAL	-, ALABAMA				
OJECTTITLE		ninke de desir	-	CONTRACT NO	08/11/201	0
JLENS Engineering (Basic Contr	ract)				10-C-0003	
STIMATED COMPLETION DATE OF ESM				COST ACCOUN		1577
09/30/11		-4-1				
ESCRIPTION OF PROPOSED WORK				_		
Performance of Research     ESM includes, but is not     Support to JLEN     Special Studies     Test Activities     Other development	ot limited to, the follows: IS Engineering Deve	owing: Hopment programs		ogram. Speci	ne work to be per	formed under this
<ul> <li>Performance of System requirements of the JLE</li> <li>Performance of Product JLENS System.</li> </ul>	Engineering to bette ENS System specific	er assure that the to ations.	otal inte			
All subtasks including studi	es, designs, analyses	, data collection, t	ests, ev	aluation, inve	stigations, configu	uration
documentation and hardwar				shall be speci		
GOVERNMENT FURNISHED EQUIPMEN	T DATERE	QUIRED RETU	RN DATE		CONDITION OF R	ETURN
o be specified in Sub-ESMs as required						
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ESULTING DOCUMENTATION, HARDWARE, BEN	ESTE AND DEL MEDY DATE			2000000		
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## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00005
ATTACHMENT 0007
Page 2 Of 4
Date: 25 August 2010

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

U.S. ARMY AVI. REDSTO	ATION AND N	2015-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Cartino Control Contro	EN10-	
ROJECT TITLE	VI		CONTRA		10
JLENS Engineering (FY10 Option ESTIMATED COMPLETION DATE OF ESM	)			4Q-10-C-0003	
09/30/11			COST A	COUNT	
DESCRIPTION OF PROPOSED WORK					
Special Studies     Test Activities     Other developmer     Performance of System I requirements of the JLEI Performance of Product JLENS System.  All subtasks including studies	limited to, the following Engineering Develor the programs related Engineering to bette NS System specific Engineering to reson, designs, analyses	to the JLENS Ser assure that the ations, olve problems en	ystem. total integrated s countered during tests, evaluation	ystem will comply w production, testing, a investigations, confi	ith the performance nd usage of the guration
documentation and hardware government furnished equipment	fabrication perform		ase ESM shall be	specified in sub-ESM condition of	
To be specified in Sub-ESMs as required  RESULTING DOCUMENTATION, HARDWARE, BENEFIT  To be specified in Sub-ESMs as required  ESTIMATED COST  * * THE FO  ORIGINAL ISSUE			"C"	TECTED UNDER P.	L. 100-679 * * * "E" CHANGE
DIRECT LABOR HOURS					- Januar
DIRECT LABOR & BURDEN \$	5	\$	\$		3
MATERIAL \$	\$	5	\$	1	3
RAVEL & PER DIEM \$	3	3	5	\$ s	5
THER	3	3	3	5	3
TOTAL S	3	8	\$	3	3
Raytheon IDS:			CMDS P.O.:		
ONCURRENCE SIGNATURES:	·s 1	DATE	CMDs	PROJECT OFFICE	I DATE
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REVISION					
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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
Mod P00005

ATTACHMENT 0007 Page 3 Of 4

Date: 25 August 2010

# **ENGINEERING SERVICES MEMORANDUM**

DESCRIPTION OF PROPOSED WORK (CON'T)					
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JLENS Engineering Services CONTRACT W31P4Q-10-C-0003 Mod P00005 ATTACHMENT 0007 Page 4 Of 4

FORM 5H-31-00-04

Date: 25 August 2010

#### **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

U.8	S. ARMY AVI REDSTO					ND	EN10-02	
PROJECT TITLE	0 54m 00 ±	e 115° 12	12	-2		CONTRACT NO		
Virtual Warfare Co		ire Exercis	se Suppo	ort			-10-C-0003	
ESTIMATED COMPLETION	DATE OF ESM					COST ACCOUNT	NT	
03/31/2011 DESCRIPTION OF PROPOS								
simulation a. Prob. Sune c. Sulod d. Su	model in St. Lo ovide simulation apport meetings, eded apport of Technications including	ouis, MO n hardward integratio cal Interch g: St. Lou hat discus	e and sof n, and op nange Mo is MO, I s mainter	tware for peration eetings ( funtsvill	r one or tw during into TIMs) to s le AL, Was	vo JLENS orbit egration, opera upport exercise shington DC, A	nulation in Real to ts during NF exertor checkout, and e planning as need andover MA JLENS represent	cises event weeks as ded at various
GOVERNMENT F	URNISHED EQUIPMENT		DATE RED	UIRED	RETURN D	ATE	CONDITION OF R	ETURN
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	ORIGWAL	1 .	"A" HANGE	1	"B"	CHANGE	"D"	"E" CHANGE
DIRECT LABOR HOURS	19901			-	2005		5104102	Virtide
DIRECT LABOR & BURDEN	5	5		5		5	5	\$
MATERIAL	5	\$		\$		\$	\$	5
OMPTRISUBCONTR LBR	3	5		3		\$	3	5
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TOTAL	- 5	5		3		5	5	3
ESM MONITORS	Raytheon DS:				CMDS	P.O.:		

	RAYTHEON IDS	DATE	CMDS PROJECT OFFICE	DATE
ISSUE ISSUE				
REVISION		8/16/0		8/16/
REVISION		-/-		11-11
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REVISION				

- Revision "A": Changes estimated completion date to 03/30/11 and provides additional Labor/Non-Labor funding. NOTE: Additional Labor/Non-Labor funding provided covers performance during FY11.

# **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

			ESM NO.
DESCRIPTION OF	F PROPOSED WORK (CON'T)		
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## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-09-04

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PROJECT TITLE	ant Caratas	n Integration	Laba/SILa	\	CONTRACT NO	10-C-0003	
Provide support to the Governme ESTIMATED COMPLETION DATE OF ESM	int Syster	ii iiitegiatioi	Labs (SILS		COST ACCOUNT		
09/30/11					3,000,000,000		
DESCRIPTION OF PROPOSED WORK							
<ol> <li>Support establishment and ma Software Engineering Directorat</li> </ol>		e of the real-	time HWIL	facility	at Building	5400 and the [V	&V facility at the
2. Support coordination, deliver	ry, and in	stallation of	software bui	ld deliv	eries and rel	evant mods	
3. Attend meetings, VTCs, and	or teleco	ns as request	ed in suppor	t of SIL	installation	maintenance ac	ctivities
4. Support configuration manage	ement and	d security ce	rtification pr	ograms	, as requeste	d	
5. Support SIL activities related	to integra	ation/use of 1	he RES/ST(	G softwa	are at the CM	IDS SIL and U'	TTR
GOVERNMENT FURNISHED EQUIPMEN	ит	DATE REQUI	REO RE	TURN DATE		CONDITION OF	RETURN
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Raytheon ID9:				CMDS P.O	La .	400	
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REVISION -D-						r/Non-Labor fun	ding. NOTE:

# ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

				ESM NO.		
DESCRIPTION OF PROPOSED WORK (CONT)						
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U.S. ARMY	AVIATIO	N AND M	ISSILE	COMM	AND	ë!	EN10-0	1-02 "A	"
RED	STONE A	RSENAL	, ALAB	AMA			DATE		
							08/11/20	010	
ROJECT TITLE		3 6			1	CONTRACT NO	The Contract of		
Provide support to Governme ESTIMATED COMPLETION DATE OF ESM	ent software	evaluations					-10-C-0003		
09/30/11						COST ACCOUN	a.		
DESCRIPTION OF PROPOSED WORK									
. Support coordination of so	oftware deliv	veries and re	elevant m	ods					
<ol> <li>Support Government effort independently evaluate softw</li> </ol>			nd execu	te non-Sy	stem	Capability	Review scenari	os to	
AND S. S. STANDARD CONT. P. C. CONT. PROSTOCIONE DE PRINCIPAL DE PRINC	(FILES STEPTON TON BULLION	(Tidosco							
Review findings/issues pro	ovided by th	e JPO as a r	result of	source cod	de an	alyses and	IV&V activities	, includes	review
of findings/issues of subconti	ractor softwa	are; where a	pplicable	•					
	2002	200	188						
. Document, receipt, review	, and dispos	ition accept	ed issues	3					
Amandarastinas VITCs a	- 1/ talana		and an one		V				
. Attend meetings, VTCs, a		ns as reques	THE RESERVE AND ADDRESS OF THE PARTY OF THE	PPORT SOIT		evaluation	S. CONDITION OF	RETURN	
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To be specified in Sub-ESMs as rec	quired								
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ORIC	SINAL	"A"	7	"B"	AIIC	"C"	TED UNDER P. I	1	"E"
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ESM MONITORS	- Contract								
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REVISION  REVISION  EXPLANATION OF REVISION:  Revision "A": Changes estin						tional Labo	or/Non-Labor fund	ling, NOT	E:
REVISION  REVISION  EXPLANATION OF REVISION:  Revision "A": Changes estin						tional Labo	r/Non-Labor fund	ling. NOT	E:
REVISION D						tional Labo	or/Non-Labor fund	ling. NOT	E:

	TATION/MODIFICATI	ON OF CONTRAC	T I. Contract	ID Code	Page 1 Of 4
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase			lo. (If applicable)
P00006	2250,2010	SEE SCHEDUL	•	44	AAAA AA
6. Issued By	Code W31P40	7. Administered By (If ot		- 00	Code   32205A
US ARMY CONTRACTING COMMAND  AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-528		DCMA RAYTHEON TE 50 APPLE HILL DR M/S T2FR2 TEMKEBURY MA 01	WKSBURY IVB		322038
Southern Coulders County of the Southern Souther	2.5				
. Name And Address Of Contractor (No	Street City County State and	SCD /		ent Of Solicitat	P PT HQ0337
RAYTHEON COMPANY	of on tell City, County, State and a	L	J 7A. Addendin	ent of sondial	ion ivo.
350 LOWELL ST					
ANDOVER, MA 01820-4400			9B. Dated (Se	e Item 11)	
*:		13	10A. Modific	ation Of Contr	act/Order No.
		L	- All States	n. 202	
TYPE BUSINESS: Large Business	Performing in U.S.		10B. Dated (	-	
ode 05716 Facility Cod	le		2003MAR17		
	11. THIS ITEM ONLY APPLI	ES TO AMENDMENTS O	FSOLICITATIO	NS	
A. This Change Order is Issued F The Contract/Order No. In It	(If required)  3. THIS ITEM ONLY APPLIES T  It Modifies The Contri Pursuant To: tem 10A.	kes reference to the solicits  O MODIFICATIONS OF act/Order No. As Describe	CONTRACTS/OI In Item 14.	dment, and is a	received prior to the opening
B. The Above Numbered Contrac Forth In Item 14, Pursuant T	o The Authority of FAR 43.103(b)		(such as changes	n paying office	appropriation data, etc.) Set
C. This Supplemental Agreement	ls Entered Into Pursuant To Auti	herity Of: PAR 43.103	(a) (3)		
C. 1 and Copplemental Watesment		1744 131,293	ATIO PTO		
D. Other (Specify type of modific	ation and authority)	176 131393			
D. Other (Specify type of modific		this document and return		copies to the Iss	uing Office.
D. Other (Specify type of modific	is not, s is required to sign ation (Organized by UCF section h	this document and return			
D. Other (Specify type of modific  IMPORTANT: Contractor  4. Description Of Amendment/Modifics  SBE SECOND PAGE FOR DESCRIPTI  Except as provided herein, all terms and ficet.	is not, serequired to sign ation (Organized by UCF section h	this document and return_ neadings, including solicitat	ion/contract subje	ct matter where	e feasible.) hanged and in full force and
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D. Other (Specify type of modific  IMPORTANT: Contractor  Description Of Amendment/Modifics  SEE SECOND PAGE FOR DESCRIPTI  Except as provided herein, all terms and feet.  A. Name And Title Of Signer (Type or	is not, sign of the document reference or nrint)	this document and return neadings, including solicitate enced in item 9A or 10A, as 16A Name And T	ion/contract subje	ed, remains unc	e feasible.)  thanged and in full force and

CONTINUATION SHEET	Reference No. of Document Be	ing Continued	Page 2 of 4
CONTINUATION SHEET	PHN/SHN W31P4Q-10-C-0003	MOD/AMD POODOG	

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00006) To contract W31P4Q-10-C-0003 is as follows:

A. To change the Performance Completion Dates (PCD) as follows:

	From	To
SLIN 0001AC	30 SEPTEMBER 2010	30 SEPTEMBER 2011
SLIN 0001AD	30 SEPTEMBER 2010	30 SEPTEMBER 2011
SLIN 0002AA	30 SEPTEMBER 2010	31 MARCH 2011
SLIN 0002AB	30 SEPTEMBER 2010	31 MARCH 2011

A-2 The PCD for the SLINs above are hereby reflected in Section B narrative of this modification (P00006).

A-3 As a result of this modification, the total amount of the contract is unchanged and remains at a total amount of \$3,224,055.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0006 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00006

Page 3 of 4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AC	FY10 BASIC ESM EN10-01 LABOR		HR		\$
	NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE  001 30-SEP-2011				
DOIAD	FY10 BASIC ESM EN10-01 MATERIAL/ODC				\$
	NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551				
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002AA	FY10 OPTION ESM EN10-02 LABOR		RR		\$
	NOUN: JLENS Sim Spt for JI PRON: FlOAF1W004 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: FlAF1W0048G004				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE				

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00006

Page 4 of 4

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 31-MAR-2011				
002AB	FY10 OPTION ESM EN10 MATERIAL/ODC	E.			\$
	NOUN: JLENS Sim Spt for JI PRON: F10AF1W004 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0048G004				
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	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 31-MAR-2011				
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AMENDMENT OF S	OLICITATIO	ON/MODIFICATIO	ON OF CONTRACT	1. Contract I		Page 1 Of 4
2. Amendment/Modification N	lo.	3. Effective Date	4. Requisition/Purchase Req		THE COMPANY OF THE PARTY OF THE	o. (If applicable)
P00007	-	30 Sep 2010	SEE SCHEDULE			0005 10
6. Issued By		Code N31P40	7. Administered By (If other	than Item 6)		Code   52205A
US ARMY CONTRACTING CONTRACT	HER		DOMA RAYTHBON TEMKS 50 APPLE HILL DRIVE M/S T2PR2 TEMKSBURY RA 01876			
			SCD A	PAS NONE	AD	P PT HQ0337
Name And Address Of Cont	ractor (No., Street,	, City, County, State and Zi	p Code)	9A. Amendmen	t Of Solicitati	en Ne.
RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-440	0			9B, Dated (See	Item (1)	2019
				10A. Modificati	Inn Of Contro	at/Order No
4			X		A STATE OF THE STA	coorder no.
TYPE BUSINESS: Large	Business Perfor	ming in U.S		W31P4Q-10-C-		
	scility Code			10B. Dated (See 2003MAR17	e item 13)	
11.		HIS ITEM ONLY APPLIE	5 TO AMENDMENTS OF SC			
I			ne hour and date specified for			
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CONTINUATION SHEET	Reference No. of Document Be	Page 2 of 4	
CONTENDATION SHEET	PHN/SHN W31P4Q-10-C-0003	MOD/AMD P00007	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification(P00007) To contract W31P4Q-10-C-0003 is as follows:

A. To change the Performance Completion Dates (PCD) as follows:

From

To

SLIN 0001AA

001AA 30 SEPTEMBER 2010

31 MARCH 2011

SLIN CODIAB

30 SEPTEMBER 2010

31 MARCH 2011

A-2 The PCO for the SLINs above are hereby reflected in Section B narrative of this modification (P00007).

A-3 As a result of this modification, the total amount of the contract is unchanged and remains at a total amount of \$3.224,055.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE ADDOT \*\*\*

CONTINUATION SHEET		Reference No. of Document Being Continued PIIN/SIIN #31P4Q-10-C-0003 MOD/AMD P00007			*	Page 3 of 4		
Name of Offer	FOR OF CONTRACTOR: RAYTHEON	COMPANY	11 22					
ITEM NO	SUPPLIES/S	ERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
67	SECTION B . SUPPLIES OR SE	RVICES AND PRICES/COSTS	-					
MAI000	FY10 BASIC ESM PM/CM10-01	LABOR		HR		s		
	NOUN: IVEV SPT & PROG/COM PRON: 4M0J731300 PRON AMS CD: 172419E5551	F AMD: 02 ACRN: AA			s" i			
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CONTINU	ATION SHEET	Reference No. of Document Being Continued PHN/SIIN #31940-10-C-0003 MOD/AMD P00007			age 4 of 4
Name of Offeror or C	Ontractor: Raytheon com	PANY			
List of Addenda		Title		Number of Pages	Transmitted

Modi cation poppor 7 Attuchment 0008 Page 10f 1

(PRI) MEP 24 2010 1 ./ST. 7:69/No. 9301826782 P

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JLENS Engineering Services
CONTRACT W31P4Q-10-C-0003
MOD P00007
ATTACHMENT 0008
Page 1 Of 1

Date: 22 September 2010

AMENDMENT OF SOLICITATION/MODIFICA	ATION OF CON	TRACT	1. Contract		Page 1 Of 7
2. Amendment/Modification No. 3. Effective Date	4. Requisition/P	rchase Req		5. Project N	o. (If applicable)
6, Issued By Code Name	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	CHEDULE Du /If other	6	J. JL	0005 10
AMCON CONTRACTING CENTER REDSTONS ARSENAL AL 35898-5280	DCMA RAYT 50 APPLE M/S T2FR2	HEON TEWKSE HILL DRIVE MA 01876-	JURY		Code <u>  82205A</u>
		SCD A	PAS NONE		P PT NQ0337
I. Name And Address Of Contractor (No., Street, City, County, State a	nd Zip Code)		9A. Amendme	nt Of Solicitati	en No.
RAYTHEON COMPANY					
ANDOVER, MA 01810-4400			9B. Dated (See	Item 11)	
1000,000, 100, 000,000		-		. 0//	at/Duday
		×	10A. Modifica	tion () Contra	coorder No.
CONTRACTOR OF THE PROPERTY OF			W31P4Q-10-C		78414
TYPE BUSINESS: Large Business Performing in U.S.	TRO- TENER	-	10B. Dated (Se	e Item 13)	
ade 05716 Facility Code			2003MAR17		
11. THIS ITEM ONLY AP  The above numbered solicitation is amended as set forth in item 1	*****				OCK STORES
hour and date specified.  Accounting And Appropriation Data (If required)  ACRN: AC NET INCREASE:					
XIND NOD CODE: G IS. THIS ITEM ONLY APPLIE  XIND NOD CODE: G IS Medifies The Co	ES TO MODIFICATION OF THE PROPERTY OF THE PROP			DERS	
A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			Constitution of		th (a Item 14 Are Made In
B. The Above Numbered Contract/Order Is Modified To Reflect Forth In Item 14, Pursuant To The Authority of FAR 43.103		hanges (such	as changes in	paying office,	appropriation data, etc.) Set
C. This Supplemental Agreement Is Entered Into Purauant To A	Authority Of: FAR 4	1,103 (a)	(3)		tion to the West Lab
D. Other (Specify type of modification and authority)					
IMPORTANT: Contractor is not, I is required to sign	gn this document and o	eturn	co	ples to the Issu	ing Office.
Description Of Amendment/Modification (Organized by UCF section SEE SECOND PAGE FOR DESCRIPTION	n headings, including	olicitation/co			
cept as provided hereis, all terms and conditions of the document ref	erenced in Hem 9A or	IOA, as heret	ofore changed,	remains unch	anged and in full force and
ect.			Contractine (		
C. CONTROLLED	sa .				I6C, Date Signed
DI MAR Z	The same of the sa				March 1 2
					1 1/4 1 /3 /41 1 196-4

Redaction per (b)(4) 000219 Reference No. of Document Being Continued Page 2 of 7 CONTINUATION SHEET PHN/SHN W31P4Q-10-C-0003 MOD/AMD POOGOS Name of Offerer or Contractor: RAYTHEON COMPANY SECTION A - SUPPLEMENTAL INFORMATION A-1 The purpose of this modification (P00008) To contract W31P4Q-10-C-0003 is as follows. A. To Re-align Material Funding as follows: CLIN 0003 CLIN DOOG B. Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises engineering services hours which are a portion of engineering services from CLIN 0003 and exercise total Material/ODC Dollars from CLIN 0003. A-2 As a result of this modification SLINS 0003AC, 0003AD, 0003AE and 0003AF are established in the total amount of

Teflected as follows:

CLIN ESM PRON HOURS DOLLAR

0003AG EN11-01 4M1J733500

0003AH EN11-01 4M1J733500

5 423,711

For accomplishment of these tasks newly established SLINS: SLIN 0003AG for hours in the amount of with a period of performance from date of modification to 30 September 2011 and SLIN 0003AH for Material/ODC dollars in the total amount of with a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option.

CLIN 0003 is reduced by

to

A-4 The breakout of hours and associated costs for CLINS 0003 and 0006 and SLINS 0003AG and 0003AH are reflected in section B of this Modification (F00008).

A-S As a result of this modification, the total amount of the contract is increase by \$423,711 from \$3,224,055 to \$3,647,766.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00008

Page 3 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Material Total FY11 PCL COST TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Material. Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE COMPOSITE HOURLY RATE IS (End of narrative B001) 0003AG FY11 OPTION ESM EN11-01 LABOR HR NOUN: AMF RADIO DEMO - 790 PRON: 4M1J733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Estimated Cost COM Fixed Fee Total ESM Description EN11-01 Engineering Labor COMPOSITE HOURLY RATE IS

Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00008

Page 4 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 001 30-SEP-2011 0003AH FY11 OPTION ESM EN11-01 MATERIAL/ODC NOUN: AMF RADIO DEMO - 790 PRON: 4M1J733500 PRON AMD: 01 ACRN: AC AMS CD: 17241985551 Estimated Cost COM Fixed Fee Total ESM Description EN11-01 Engineering Material/ODC COMPOSITE HOURLY RATE IS The contractor, as an independent contractor and not as a agent of the Government, shall furn sh Engineering Material/ODC in support of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 001 30-SEP-2011

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00008

Page 5 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0006 FY14 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total FY14 PCL COST G&A TCL COST (W/O COM COST OF MONEY FEE CPFF Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TES LOGISTICS TOTAL Material Material Description Material Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE CPFF (End of narrative B001)

000223 Reference No. of Document Being Continued Page 6 of 7 CONTINUATION SHEET PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00008 Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG STAT/ INCREASE/DECREASE ITEM MIPR ACRN JOB ORD NO PRIOR AMOUNT 0003AG 4M1J733500 AC 1 172419E5551 0003AH 4M1J733500 AC 1 172419E5551 14MJLE NET CHANGE \$ 423,711.00 SERVICE NET CHANGE ACCOUNTING INCREASE/DECREASE NAME ACCOUNTING CLASSIFICATION AMOUNT' BY ACRN STATION 21 12040000015L5L68P1724192516 S01021 423,711.00 Army AC NET CHANGE \$ 423,711.00

PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE

OF AWARD AMOUNT OBLIG AMT

NET CHANGE FOR AWARD: \$ 3,224,055.00 \$ 423,711.00 \$ 3,647,766.00

LINE

ITEM ACRN EDI ACCOUNTING CLASSIFICATION

0003AG AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J733500 14MJLE4M5 S01021 0003AH AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J733500 14MJLE4M5 S01021

000224

CONTINUATION SHEET

## Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00008

Page 7 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit D	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)	24-FEB-2011	016	EMAIL
Attachment 0009	ENGINEERING SERVICE MEMORANDUM (ESM) E11-01	24-FEB-2011	004	EMAIL

000225

DEPAR. ENT OF I	DEFENSE		1. CLEAR	ANCE AND SAFEGU	ARDING
CONTRACT SECURITY CLASSIFIC		ATION	į	ED	
OCKTRACT SECONTT CEASSIFIC	SATION SPECIFICA	ATION			
(The requirements of the DoD Industr to all security aspects of		ply		QUIRE	D
2. THIS SPECIFICATION IS FOR: (x and complete as applicable)		3. TH	IS SPECIFICATION IS	* (v and complete as applica	nh(a)
a PRIME CONTRACT NUMBER			1	5	DATE (YYMMDD)
W31P4Q-10-C-0003 b. SUBCONTRACT NUMBER			a. ORIGINAL (Complete da		2/15/10
□ Seeselinger Humber			b. REVISED (Supersedes all previous specs)	Revision No.	10/19/10
C. SOLICITATION OR OTHER NUMBER PAN JL-0050-08	DATE (YYMMOD)		c, FINAL (Complete Item 5	in all cases)	DATE (YYMMOO)
4. THIS IS A FOLLOW-ON CONTRACT? YES	NO. If Yes, complete the	following:			
Classified material received or generated under			ing Contract Number) is	transferred to this follo	w-on contract.
5. IS THIS A FINAL DD FORM 254?	NO. If Yes, complete the	following:			
In response to the contractor's request dated	, retention of	the Identifi	ed classified material is	authorized for the perio	d of
6. CONTRACTOR (Include Commercial and Government Entity (CAGE)					
n. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE			FICE (Name, Address, and a	Zip Code)
Raytheon Company Integrated Defense Systems	05716	Will	ense Security Service mington Field Office	e (S11WL)	
350 Lowell Street	03710	187	Ballardvale Street,	Suite B-205	
Andover, MA 01810		Will	mington, MA 01887-	1062	
7. SUBCONTRACTOR		and the last of			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. CO	GNIZANT SECURITY OFFICE	(Name, Address, and Zip co	ide)
		1			
1					
8. ACTUAL PERFORMANCE					
LOCATION     Same as a bove Block 6a and secondary Test S	b. CAGE CODE	c CO	GNIZANT SECURITY OFFICE	(Name, Address, and Zip Co.	de)
as directed by the JLENS Product Office	ites				
		1			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
The scope of this contract is to perform enginee	ring services to be p	performe	d by the contractor	, the conduct of n	on-repetitive
investigation, inspection, analysis, and corrective	e active, and test or	evaluati	on effort for the so	ftware and hardw	are, their
components and configuration variants; and sup	port of the JLENS s	system a	nd its associated r	ole in integrated A	ur Derense.
10. THIS CONTRACT WILL REQUIRE ACCESS TO:	144 IN DEDECTOR	WING THIS	CONTRACT, THE CONT	ACTOR WILL.	
COMMUNICATIONS SECURITY (COMSEC) INFORMATION			ED INFORMATION ONLY AT		
D. RESTRICTED DATA	FACILITY OR A			A CAROLINA CAROLINA	
CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	b. RECEIVE CLAS	A STATE OF THE STA	MENTS ONLY		
FORMERLY RESTRICTED DATA	The second second second second second	Prima Carron Contract		ne -	_
INTELLIGENCE INFORMATION:	e. PERFORM SER	acceptable page of the	ORE CLASSIFIED HARDWAF	IC.	-
(1) Sensitive Compartmented information (SCI)	f. HAVE ACCESS	TO U.S. CLAS	SIFIED INFORMATION OUTS	IDE THE U.S.,	
(2) Non-SCI	a. BE AUTHORIZE	D TO USE TH	SIONS AND TRUST TERRITO E SERVICES OF DEFENSE T	ECHNICAL INFORMATION	
SPECIAL ACCESS INFORMATION			ECONDARY DISTRIBUTION	CENTER	_
NATO INFORMATION	h. REQUIRE A COM				
FOREIGN GOVE RNMENT INFORMATION		10.5	Y (OPSEC) REQUIREMENTS		
LIMITED DISSEMINATION INFORMATION			E DEFENSE COURIER SERV	·	
FOR OFFICIAL USE ONLY INFORMATION	I. OTHER (Specify)			W	
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CONTRACT W31P4Q-10-C-0003

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EXHIBIT D

DATE: 24 February 2011

Redaction per (	b)(6), (b)(3)(A)(i) an	nd Title 10 Sec.13	0 (a)(c)	
12. PUBLIC RELEASE. Any Information (clessifi	malessified) pertaining to this contract si opelate U.S. Government authority. Proj	half not be released for publi	eminetian except as provided by the N mitted for approval prior to release	ISPOM
Commander, US Army Aviation and Missi Information is not authorized and prohibit	ile Command, ATTN: AMSA ted for public refease.	AM-PA, Redstone Ars	enel AL 35898-5000. Publ	lic release of classified
to the Directorate for Freedom of Information and Se "In the case of non-OoD User Agencies, requests for	rdisclosure shall be submitted to that a	agency.		
13. SECURITY GUIDANCE. The security classification contributing feator indicates a need for changes in this guassigned to any information or material furnished or generated contribution, the information involved shall be hundred and priorward usder separate correspondence, any documents.	uidance, the contractor is authorized and e erated under this contract; and to submit a protected at the highest level of classification	encouraged to provide recommer any questions for interpretation of ion-sestigned or recommended. (	rded changes; to challenge the guidanor (this guidance to the official identified be Fill in an appropriate for the classified of	e or the classification Now. Pending final
Technical POC is	efephone			
See continuation pages for additional secu	urity guidance.	•		
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<ol> <li>ADDITIONAL SECURITY REQUIREMENTS petitinent contractival elever in the contract document itself, a contract the contract document itself,</li> </ol>	l, or provide any appropriate statement wh tips Rem 13 if edditional space is needed	hich identifies the additional requi d.)	rements. Provide	Yes No
See	oplement Attachme	nt 2 for additiona	l guidance	
15. INSPECTIONS. Elements of this contract are outside areas or elements carved out and the activity responsible for	the inspection responsibility of the cogni-	izent escurity office. (if Yes, expl	uin and identity specific	Yes No
Might di maning time pen han din ann time anterior fandali	The state of the s	Agent to take the same		
16. CERTIFICATION AND SIGNATURE. Securinformation to be released or generated u	ity requirements stated herei	in are complete and ad-	equate for safeguarding the	classified below.
a TYPED NAME: OF CERTIFYING OFFICIAL	b. TITLE JLENS Program Security		a. TELEPHONE (Include Area Coo	
d. ADDRESS (Include Zip Code) Cruise Missile Defense Systems Project Office/JLENS	-	17. REQUIRED DISTR	IBUTION	
Bidg 5308		b. SUBCONTRACTOR		
Redstone Arsenet, AL 35898-5000			TY OFFICE FOR PRIME AND SUBCON	VERACTOR

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MOD P00008
EXHIBIT D
DATE: 24 February 2011 C COGNIZANT SECURITY OFFICE FOR PRIME AND SUSCONTRACTOR
LLS. ACTIVITY RESPONSIBLE JLENS ENGINEERING . ADMINSTRATIVE CONTRACT DATE: 24 February 2011

PAGE 2 OF 16

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Contract #W31P4Q-10-C-0003 DD254

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DATE: 24 February 2011
PAGE 3 OF 16

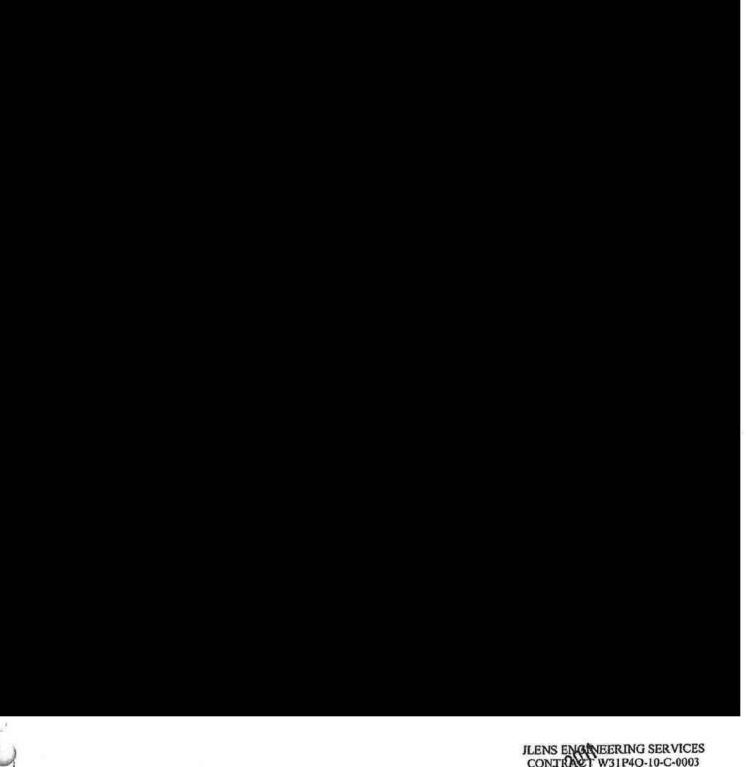
Contract #W31P4Q-10-C-0003



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JLENS ENGINEERING SERVICES
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DATE: 24 February 2011
PAGE 4 OF 16

MAR DATE: 24 February 2011 PAGE 5 OF 16



MAR 01 EXHIBIT D

DATE: 24 February 2011

PAGE: 8 OF 16

MAR DATE: 24 February 2011
PAGE 9 OF 16

MAR 01 2011 MOD P00008 EXHIBIT D DATE: 24 February 2011 PAGE 10 OF 16

Page 6 of 6

Contract # W31P4Q-10-C-0003

CONTRACT W31P4Q-10-C-0003

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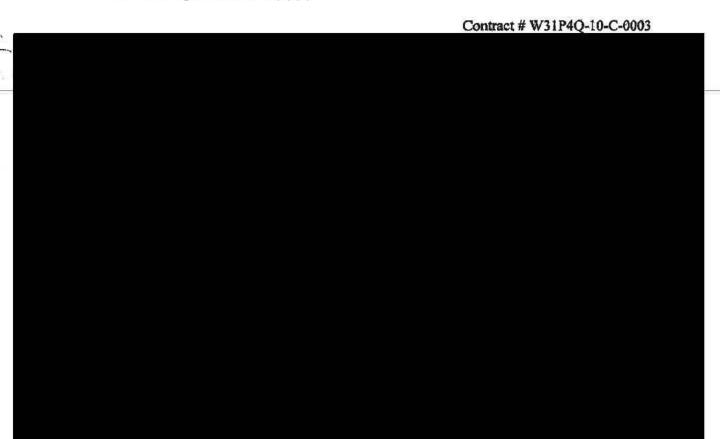
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Contract # W31P4Q-10-C-0003 DD Form 254

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Contract # W31P4Q-10-C-0003

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CONTRACT W31P4Q-10-C-0003



JLENS Program Security Manager Cruise Missile Defense System Project Office

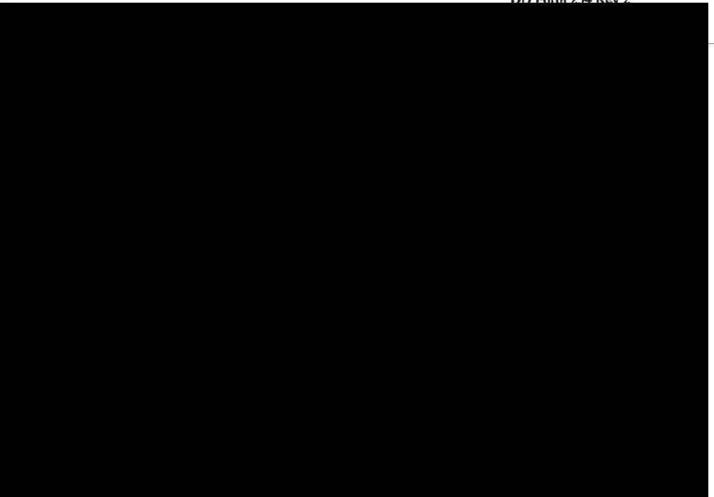
JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003

MAR 01 2011MOD P00008
EXHIBIT D
DATE: 24 February 2011

Contract #W31P4Q-10-C-0003

CONTRACT W31P4Q-10-C-0003 MAK 01 2011 MOD P00008 EXHIBIT D DATE: 24 February 2011 PAGE 15 OF 16

Contract #W31P4Q-10-C-0003 DD Form 254 Rev 2



MAR 0 1 2011 MOD P00008
EXHIBIT D
DATE: 24 February 2011

RAYTHEOM COMPANY

PROMET TITLE Provide support to JLENS AMF Radio Demonstration  Segment to support to JLENS Amf Radio Demonstration of a communication relay only only JLENS and Segment to support to sup	U.5	S. ARMY AV	IATION AND	MISSILE CO	AMMC	MD	EN11-0	1
PROVICE YOUR AND AMERICAN PROVIDER TO THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-879 ***  LORGERMANT CONTRACTOR AND C			프랑스타 (프로그리스 프랑스 프랑스 프랑스 프랑스 그 아니다)				DATE	
Provide support to JLENS AMF Radio Demonstration  W31P4Q-10-C-0003  contractor of the proposed work  1. Define concept for a field demonstration of a communication relay only) on JLENS aerostal platform at that the communication relay only) on JLENS aerostal platform at that the communication relay only) on JLENS aerostal platform at that the communication relay only) on JLENS aerostal platform at that the communication relay only) on JLENS aerostal platform at that the communication relay only) on JLENS aerostal platform at the communication relay only) on JLENS aerostal platform at the communication relay only) on JLENS aerostal platform at the communication and operation  a) COMOPS for radio configuration and operation  b) Radio Waveforms and Frequency Allocation  c) Mechanical / Electrical Interface requirements  2. Complete design trade studies to establish detailed technical approach for conduct of the demonstration and document in engineering memos  a) Perform EMIZENC (Cosic) analysis to assess potential interference between AMF radio and other JLENS emitter/receivess.  b) Determine approach for mechanical integration on the aerostat and trim/balance impact  c) Establish detailed design descriptions of all power, electrical, mechanical, RF and control interfaces required for radio integration, while minimizing impact on existing SDD compliant hardware.  COMMUNICATION MARKET PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 ***  ORDER SAME AND							02/10/20	11
OBASONZOUT  1. Define concept for a field demonstration of a communication relay only) on JLENS aerostat platform at Uran Test and Training Kinge. Demonstration approwill be documented in an engineering memo to include:  a) CONOPS for radio configuration and operation b) Radio Waveforms and Prequency Allocation c) Mechanical Electrical Interface requirements  2. Complete design trade studies to establish detailed technical approach for conduct of the demonstration and document in engineering memos a) Perform EMI/EMC (Cosite) analysis to assess potential interference between AMF radio and other JLENS emitters/receivers. b) Determine approach for mechanical integration on the aerostat and trim/balance impact c) Establish detailed design descriptions of all power, electrical, mechanical, RF and control interfaces required for radio integration, while minimizing impact on existing SDD compliant hardware.  GOMESHABIST EURHAMED ROUGHERT DATE SECURITY INFORMATION PROTECTED UNDER P. L. 100-879 ***  ORIGINAL TURN DOCUMENTATION, NAROWARE, BENEFITS AND GELVERY BATE  ORIGINAL TURN DOCUMENTATION, NAROWARE, BENEFITS AND GELVERY BATE  ORIGINAL TURN DOCUMENTATION, NAROWARE, BENEFITS AND GELVERY BATE  ORIGINAL TO SECURITY OF THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-879 ***  ORIGINAL TURN DOCUMENTATION, NAROWARE, BENEFITS AND GELVERY BATE  ORIGINAL TURN DOCUMENTATION PROTECTED UNDER P. L. 100-879 ***  ORIGINAL TURN DOCUMENTATION DOCUMEN		O JLENS AMF	Radio Demonstra	tion		W31P40	-10-C-0003	
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MOD P00008

ATTACHMENT 0009
DATE: 24 February 2011
PAGE 1 OF 2

RAYTHEON COMPANY

## **ENGINEERING SERVICES MEMORANDUM**

FORM \$H-31-08-0

RIPTION OF PROPOSED WORK (CONT	,			EN11-01	
3) Develop detailed plan f		vacution includin	or schedule cost OFFICE	T and range conne	rt
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MAR 01 2011

MAR 01 2011

MAR 02 ATTACHMENT 0009

DATE: 24 February 2011

PAGE 2 OF 2

AMENDMENT OF SOLICIT	TATION/MODIFICATION	ON OF CONTRACT	1. Contract ID Code	Page 1 Of 9
2. Amendment/Modification No.	APR 01 2011	4. Requisition/Purchase Req		No. (If applicable)
6. Issued By	Code M31P4Q	7. Administered By (If other		Code   \$2205;
US ARMY CONTRACTING COMPAND  AMCUM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280	7	DOMA RAYTHEON TEMKS 50 APPLE HILL DRIVE H/S T2FR2 TEMKSBURY HA 01676	-1198	
Name And Address Of Contractor (No.	Street City County State and 7	SCD A		PPT HQ0337
RAYTHEON COMPANY	, Street, City, County, State and 2	ip Code)	9A. Amendment Of Solicitat	ion No.
350 LOWELL ST			10.0	-
ANDOVER, NA 01610-4400		1 1	9B. Dated (See Item 11)	
*		[X]	10A. Modification Of Contr	act/Order No.
		<u> </u>	W31840-10-5 0003	
TYPE BUSINESS: Large Business	Performing in U.S.		W31P4Q-10-C-0003 10B. Bated (See Item 13)	
ode 05716 Facility Code			2003HAR17	
	11. THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SO	DLICITATIONS	
ACKNOWLEDGMENT TO BE RECE SPECIFIED MAY RESULT IN REJEC- trusy be made by telegram or letter, pro- hour and date specified.  Accounting And Appropriation Data (1) ACRN: AC NET INCREASE: \$224,22:	CTION OF YOUR OFFER. If by vided each telegram or letter mak If required)	virtue of this amendment you	desire to change an offer aire	eady submitted, such change
	THIS ITEM ONLY APPLIES TO			
A. This Change Order is Issued Pu The Contract/Order No. In Ite	rauant To:	ct/Order No. As Described In		rth In Item 14 Are Made In
B. The Above Numbered Contract		Administrative Changes (suc	h as changes in paying office,	appropriation data, etc.) Set
C. This Supplemental Agreement I	s Entered Into Pursuant To Author	ority Of: PAR 43.103 (a)	(3)	340
D. Other (Specify type of modificat	tion and authority)			
IMPORTANT: Contractor	not, Is required to sign th	us document and return	copies to the Iss	ulng Office.
Description Of Amendment/Modification		adings, including solicitation/c	outract subject matter where	feasible.)
scept as provided herein, all terms and cleet.				
A. Name And Title Of Signer (Type or r		IQA. Name And Title 0	of Contracting Officer (Type	
B. (C	15C. Date Signed			16C. Date Signed
NA S. W. ANDREW CO. CO.	31 MAR ZO	ft		1 An 20
N 7540-07-152-8070		307		M 30 (REV. 10-83)

CONTINUATION SHEET	Refere	ence No. of Document Be	eing Continued	Page 2 of 9
CONTINUATION SHEET	PIIN/SIIN	W31P4Q-10-C-0003	MOD/AMD P00009	
Name of Offeror or Contractor: RAYTHEON C	OMPANY			
SECTION A - SUPPLEMENTAL INFORMATION A-1 The purpose of this modification(F0000	9) To contract W	31P4Q-10-C-0003 is as	follows:	
Material Dollars to FY 11 Option under Material Dollars to FY 11 Option under Materials total hours remaining that are per Labor Hour and result in a total 0002 are hereby Re-aligned to Material Dol	terial. CLIN 0001 re hereby convert al conversion of	FY 10 Base contains ed to Material Dollars The aforemen	total hours remaining a Both CLIN 0001 and 0002 stioned converted Material	nd CLIN 0002 FY 10 Option
CLIN 0003 Change	ed by	To		
b. To Re-align 625 Labor Hours (Engineerin Labor Hours (Remaining) Re-alignment is re		4 FY 12 Option to CLIN	0003 FY 11 Option, CLINs	0003 and 0004 Engineering
CLIN 0003	ed by	To		
Francisco Constantina Del Cons	ature to book			31 MAD 2011 to 20 WW 2011
c. Engineering Service Memorandum PM/CM10- This revision is reflected on SLINs 0001A in Section J.				
1. Pursuant to section H-7 to contract ent portion of engineering services from CLIN			eby exercises engineeri	에게 프랑이를 잃었다. () (1.1. ) () () () () () () () () () () () ()
A-2 As a result of this modification SLINS reflected as follows:	S 0003AC, 0003AD,	0003AE and 0003AF are	established in the total	amount of and are
TLIN ESM PRON	HOURS	DOLLAR		
0003AJ EN10-01-01 4M1J733700				
003AK EN10-01-01 4M1J733700				
For accomplishment of these tasks newly experiormance from date of modification to	30 September 2011	and SLIN 0003AH for M		rith a period of total amount of wit
-3 As a result of this modification CLIN CLIN 0003 is reduced by		to show the number of	Hours and Material/ODC exe	

A-4 The breakout of hours and associated costs for CLINS 0001, 0002, 0003 and 0004 and SLINS 0003AJ and 0003AK are reflected in section B of this Modification (P00009).

A-5 As a result of this modification, the total amount of the contract is increase by \$224,221 from \$3,647,766 to \$3,871,987.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00009

Page 3 of 9

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FY 10 BASIC JLENS ENGINEERING SERVICES				
	NOUN: BASIC FY10 ENG SVC RANGE OPT				
	SECURITY CLASS: Unclassified				
	FY10 Basic Labor Material Total				
	PCL COST				
	G&A TCL COST (W/C COM)				
	COST OF MONEY				
	CPFF				
	Hours Hours Description Hours Exercised Remaining	× .			
	PM/CM				
	ENGINEERING PRODUCT ASSUR/TEST				
	LOGISTICS				
	TOTAL				
	Material Material				
	Description Material Exercised Remaining				
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	FIXED PRE				
	CPFF				
	COMPOSITE HOURLY RATE IS FOR				
	CORPOSITE ROURDI RATE IS FOR				
	(End of narrative B001)				
	*				
001AA	FY10 BASIC ESM PM/CM10-01 LABOR		HR		\$
	NOUN: IV&V SPT & PROG/CONF				
	PRON: 4M0J731300 PRON AMD: 02 ACRN: AA				
	AMS CD: 172419E5551				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE 001 30-JUN-2011				
		1	1 1		

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00009

Page 4 of 9

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ 95,466.00				
		<i>V</i>			
	9				
0001AB	FY10 BASIC BSM PM/CM10-01 MATERIAL/ODC				\$
	NOUN: IV&V SPT & PROG/CONF		1 1		
	PRON: 4M0J731300 PRON AMD: 02 ACRN: AA		1 1		
	AMS CD: 172419E5551				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance		1 1		
	DLVR SCH PERF COMPL REL CD QUANTITY DATE		1 1		
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0002	FY10 OPTION PERIOD JLENS ENG SRVS				
	A STATE OF THE STA				
	SECURITY CLASS: Unclassified				
	FY10 Option Labor Material Total PCL COST		1 1		
	GEA				
	TCL COST (W/O COM) COST OF MONEY		1 1	1	
	CPFF		1 1		
	CPFP				
	Hours Hours		1 1		
	Description Hours Exercised Remaining		1 1		
	PM/CM ENGINEERING				
	PRODUCT ASSUR/TEST			4	
	LOGISTICS TOTAL		1 1		
	Material Material				
	Description Material Exercised Remaining		1 1		
	COST OF MONEY				
	FIXED FEE				
	CPFF				
	COMPOSITE HOURLY RATE IS FOR				
	(End of narrative B001)				
	(BRG OF BALLACIAS BOOT)		1 1		

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00009

Page 5 of 9

0003	FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified				
003	Yan a				
003	Yan a		1 1		
	Yan a		1 1		
	SECURITY CLASS: Unclassified		1 1		
	A SECTION OF THE CONTRACT OF THE SECTION OF THE SEC		1		
		¥.	1 1		
			1 1		
	FY11 Labor Material Total		1 1		
	PCL COST		1 1		
	GGA TCL COST (W/O COM)		1 1		
A	COST OF MONEY				
	FEE		h 1		
	CPFF		1 1		
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	Hours Hours		1		
	Description Hours Exercised Remaining		1 1		
	FM/CM ENGINEERING		1 1		
	PRODUCT ASSUR/TEST		1 1		
	LOGISTICS				
	TOTAL		1 1		
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	Material Material		1 1		
	Description Material Exercised Remaining ESTIMATED COST		1 1		
	COST OF MONEY		1 1		
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	COMPOSITE HOURLY RATE IS				
	(Find of marrative Boot)				
	(End of narrative B001)	1	1 1		
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UAE00		16	7222		
003AU	FY11 OPTION ESM EN10-01-01 B LABOR	5	HR		\$
			1 1		
	NOUN: SIL/IV&V SPT - 6075		1 1		
	PRON: 4M1J733700 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				
	NO PN: 1/441383331				
	Estimated Cost	1			
	COM				
	Fixed Fee				
-	Total		1 1		
	ESM Description Hours				
	ESM Description Hours EN10-01-01B Engineering Labor				
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	COMPOSITE HOURLY RATE IS	1			
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00009

Page 6 of 9

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	The contractor, as an independent contractor and not a Engineering Labor in suppport of the JLENS Engineering (End of narrative B001)			nment, shall furn	ı.sh	
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination					
	Deliveries or Performance DLVR SCH REL CD GUANTITY DATE 001 30-SEP-2011					
	\$					
0003AK	FY11 OPTION ESM_E10-01-01B MATERIAL/ODC				\$	
	NOUN: SIL/IV&V SPT - 6075 PRON: 4M1J733700 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551					
	Estimated Cost COM Fixed Fee					
	Total					
	ESM Description Hours EN10-01-01B Engineering Material/ODC N/A					
	COMPOSITE HOURLY RATE IS					
	The contractor, as an independent contractor and not a Engineering Material/ODC in suppport of the JLENS Engi	All the state of t		the state of the s	ri, sh	
	(End of narrative B001)					
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination					
	Deliveries or Performance   DLVR SCH   PERF COMPL					
	\$					

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00009

Page 7 of 9

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY12 Labor Material Total PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description Exercised PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE COMPOSITE HOURLY RATE IS FOR (End of narrative B001)

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21 111220400000

Reference No. of Document Being Continued Page 8 of 9 CONTINUATION SHEET PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00009 Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ CUMULATIVE OBLG STAT/ INCREASE/DECREASE ITEM MIPR PRIOR AMOUNT AMOUNT ACRN JOB ORD NO AMOUNT 0003AJ 4M1J733700 AC 1 172419E5551 14MJLE 0003AK 4M1J733700 AC 1 5 17241985551 14MJLE NET CHANGE 224,221.00 SERVICE INCREASE/DECREASE NET CHANGE ACCOUNTING NAME BY ACRN ACCOUNTING CLASSIFICATION STATION AMOUNT Army 21 12040000015L5L68P1724192516 S01021 W31G3H 224,221.00 AC NET CHANGE 224,221.00 \$ PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OBLIG AMT OF AWARD AMOUNT NET CHANGE FOR AWARD: 3,647,766.00 224,221.00 3,871,987.00 \$ LINE ITEM ACRN EDI ACCOUNTING CLASSIFICATION 801021 0003AJ AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J733700 14MJLE4M5

W31G3H 15L5L68172419E555125164M1J733700

14MJLE4M5

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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00009

Page 9 of 9

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Attachment 0010

Addenda

Title ENGINEERING SERVICE MEMORANDUM EN10-01-01"B" & PM/CM10Number

of Pages Transmitted By Date

24-MAR-2011

EMAIL

004

01"B"

RAYTHEON COMPANY

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMA REDSTONE ARSENAL, ALABAMA							AND		EN10-01-01 "B"		
PROJECT TITLE					8 12	mark A	1000	NTRACT NO.	02/25/201	11	
Provide support to the Government System Integration base of ESM  09/30/11						(SILs)		31P4Q-10	-10-C-0003 NT		
DESCRIPTION OF PROPOS	SED WORK							-			
<ol> <li>Support establi Software Enginee</li> </ol>	ishment ring Dir	and maint rectorate (S	enance SED)	of the rea	l-time H	IWIL facil	ity at B	uilding 54	00 and the IV&	V facility at the	
2. Support coord	ination,	delivery,	and inst	allation o	f softwa	re build d	eliverie	and relev	ant mods		
3. Attend meetin	gs, VT	Cs, and/or	telecons	s as reque	sted in s	support of	SIL ins	tallation/m	aintenance acti	vities	
4. Support config	uration	manageme	ent and	security c	ertificat	ion progra	ıms, as	requested			
5. Support SIL ac	tivities	related to	integrat	ion/use of	the RE	S/STG so	ftware a	t the CMD	S SIL and UT	ΓR	
GOVERNMENT FURNISHED EQUIPMENT DAT					REQUIRED RETURN CATE		CATE	CONDITION OF RETURN			
To be specified in Su	1,										
RESULTING DOCUMENTA	TION, HARI	OWARE, BENEFI	TS AND DE	LIVERY DATE			-				
To be specified in Su	SCHOOL STREET	Service of the service of the									
. To opening it ou	- Lows	as required									
ESTIMATED COST	•		LLOWIN	IG IS PRO	PRIETA		MATION		ED UNDER P. L		
		18SUE		CHANGE		CHANGE		"C" CHANGE	CHANGE	CHANGE	
DIRECT LABOR HOURS											
DIRECT LABOR & BURDE			1		5		\$		•	8	
MATERIAL COMPTR/SUBCONTR LBR	3 3		8		8		\$		1	\$	
TRAVEL & PER DIEM	\$		5		S		\$	-	\$	5	
THER	*		3		8		5		\$	5	
TOTAL	5		5				8		\$	1	
ISM MONTORS	Raytheon IOS:				- Carrie	CNE	S P.O.:				
CONCLIRRENCE SIGNATI	IRES:	RAYTHEON IDS	1	1	DATE	1		CMDS PROJEC	CT OFFICE	DATE	
ISSUE REVISION											
"A" REVISION										H	
REVISION					2/28	111				29 Man 1	
C- REVISION											
REVISION E						-		-			
EXPLANATION OF REVISI		1907 20 70	7/10/2019		NAME OF THE PARTY.						
Revision "A": (	Changes Ion-Labe	estimated c	ompletion	on date to (	formano	e during F	es additi Y11.				
Additional Labor/N Revision "B": F erformance during	rovides	additional I	abor/No	on-Labor f	unding.	NOTE: A	dditional	Labor/Non	-Labor funding	provided covers	

RAYTHEON COMPANY

### **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

					EN10-01-01	"B"
SCRIPTION OF PROPOSED WORK (CONT)						
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(0)						
MILESTONE		TONE PLAN (MEA	SURABLE TASKS ONLY) MILEST	ONE	START DATE	ENDOAL
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0348 MOD P00009

DATE: APR 01 2011

RAYTHEON COMPANY

<b>ENGINEERING S</b>	ERVICES	MEMOR	ANDUM
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FORM 5H-31-00-04

PROJECT TITLE  JLENS Program Managestimated completion date of 06/30/11  DESCRIPTION OF PROPOSED WOR	gement / Configur			AWA		03/24/11	
JLENS Program Managest Maria Completion Date of O6/30/11 Description of Proposed Work Performance of Programment Performance Of Perform	gement / Configur	ration Mana	soment			00124111	
06/30/11 DESCRIPTION OF PROPOSED WOR	gement / Configur	ration Mana	aamaat		CONTRACT NO.		
06/30/11 DESCRIPTION OF PROPOSED WOR	ESM		gernent	(Basic)	W31P4Q-1	0-C-0003	
DESCRIPTION OF PROPOSED WOR					COST ACCOUNT		
		nent and	Docum	ent / Con	figuration Ma	nacement fun	ctions for the
<b>JLENS</b> Engineering	Services Proc	ram to inc	dude.	Citt' Con	ingulation i wil	inagement turi	ocions for the
	m Manageme		aude.				
	Control	iic .					
	100,000,000	- f FCM		FOM			
	op support pla			SUD-ESIM	s as required	W.	
	nent and delive	THE COLUMN TWO IS NOT THE OWNER.					
Config	uration Contro	)]					
ESMs shall be gene SOW.	rated IAVV trie	30W. C	ost and	penom	ance reports	snan be provid	ied iAVV the
GOVERNMENT FURNISH	ED EQUIPMENT	DATE REO	UIRED	RETURN D	ATE	CONEXTION OF RE	TURN
REBULTING DOCUMENTATION, HA	ROWARE, BENEFITS AND	DELIVERY DATE					
ESTIMATED COST	*** THE FOLLOW	VING IS PRO	PRIETA	RY INFORM	ATION PROTEC	TED UNDER P. L.	100-679 ***
	ORIGINAL ISSUE	CHANGE.		CHANGE	CHANGE	CHANGE "0"	CHANGE
DIRECT LABOR HOURS		-	-		Unition		4,10,000
DIRECT LABOR & BURDEN \$	3		3		\$	5	3
MATERIAL 5 COMPTEVBUSCONTRLBR 5	5		*		\$	8	5
TRAVEL A PER DIEM S	-	-	3			5	\$
OTHER \$	3				\$	1	5
TOTAL \$	5		\$		\$	3	\$
ESM MICHITORS . Raythu IDS:				CMOS	P.O.:		
CONCUMPRENCE SIGNATURES:	RAYTHEON IDS	1	DATE		CMDS PROJ	ECT OFFICE	DATE
ORIGINAL P				_			
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REVISION							1
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REVISION							
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REVISION							

# **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

*			1	PM/CM10-01	"B"
SCRIPTION OF PROPOSED WORK (CON'T)			the state of the s		
	MUES	TONE PLAN (MEASURABLE	TASKS ONLY)		
MILESTONE	MLES START DATE	TONE PLAN (MEASURABLE END DATE	TASKS ONLY) MILESTONE	START DATE	END DATE
THE STATE OF THE S				START DATE	END DATE
Tarana State Control of the Control				START DATE	END DAT
Transcout				START DATE	END DATE
				START DATE	END DAT
				START DATE	END DATE
THE STATE OF THE S				START DATE	END DATE
				START DATE	END DATE
Translation and the				START DATE	END DATE
				START DATE	END DATE

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0348 MOD P00009

DATE: APRHYEN 2011

POOD MAY 17 2 11 and a series of the series	NTRACT	1. Contract ID Code Cost - Plus - Pixed - Fee	Page 1 Of a
. Issued By Code W31P4Q 7. Administer	Purchase Req	No. 5. Project N	o. (If applicable)
The state of the s	ed By (If other		Code 82205A
US ARMY CONTRACTING COMMAND DONA RA	YTHEON TEWKS	The state of the s	82203A
77/20/20/20	E HILL DRIVE		
M/8 T2F			
AHCOM CONTRACTING CENTER TEMESBUR	RY MA 01876	-1196	
REDSTONE ARSENAL AL 15898-5280			
	SCD A	PAS NONE AD	D BOT 11003333
20, 20, 10, 10, 10, 11	SCDA		P PT HQ0337
City, County, State and Zip Code)		9A. Amendment Of Selicitati	on No.
RAYTHEON COMPANY			
350 LOWELL ST	1 1	9B. Dated (See Item 11)	
ANDOVER, MA 01610-4400			
	[x]	10A. Modification Of Contra	ct/Order No.
	121	CONTRACTOR OF THE STATE OF THE	
TYPE BUSINESS: Large Business Performing in U.S.		M31P4Q-10-C-0003	
		10B. Dated (See Item 13)	
ode 05716 Facility Code		2003MAR17	
11. THIS ITEM ONLY APPLIES TO AMEND	MENTS OF SO	DLICITATIONS	
The above numbered solicitation is amended as set forth in item 14. The hour and dat	to specified for	receipt of Offers	
is extended. Is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified	in the solicitati	ion or as amended by one of th	e following methods:
		wiedging receipt of this among	
offer submitted; or (c) By separate letter or telegram which includes a reference to the se			
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR TH			
SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this as			
may be made by telegram or letter, provided each telegram or letter makes reference to	the solicitation	and this amendment, and is re	seelved prior to the opening
hour and date specified.  Accounting And Appropriation Data (If required)			
ACRN: AC NET INCREASE: \$261,439.00			
13. THIS ITEM ONLY APPLIES TO MODIFICAT  KIND NOD CODE: G It Modifies The Contract/Order No. As			
A. This Change Order is Issued Pursuant To:	Described III		th In Item 14 Are Made In
The Contract/Order No. In Item 10A.		The Changes out 1 at	
B. The Above Numbered Contract/Order Is Modified To Reflect The Administrativ	e Changes (suc	h 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:	43.103 (a)	(3)	
D. Other (Specify type of modification and authority)			
IMPORTANT: Contractor Is not, is required to sign this document an	d return	copies to the Issu	ing Office.
Description Of Amendment/Modification (Organized by UCF section headings, including			
Secreption Of American control (or granted by Oct Section meaning), including	& southerton't	outract subject marries where	
SEE SECOND PAGE FOR DESCRIPTION			
	or 10A, as here	tofore changed, remains unch	anged and in full force and
copt as provided herein, all terms and conditions of the document referenced in Hem 9A o			
ict.	me And Title C	Contracting Officer (Type o	or orint)
ict.	me And Title O	Contracting Officer (Type o	or print)
Name and Title Of Sloner (Chine or point) 16A. Na	me And Title O	Contracting Officer (Type o	
ict.	me And Title O	Contracting Officer (Type of	T6C. Date Signed
Name and Title Of Slenes (Changes relat)  15C. Date Signed	me And Title C	of Contracting Officer (Type o	
16A. Na  15C. Date Signed  17 MAY 2011	me And Title O	of Contracting Officer (Type o	
Name and Title Of Slenes (Changes relat)  15C. Date Signed	me And Title O	of Contracting Officer (Type o	

CO	NTINUATION SHEET	Reference No. of Document Be	Reference No. of Document Being Continued				
CO	NIINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD PO0010				
Name of Off	eror or Contractor: RAYTHEON	COMPANY					
	SUPPLEMENTAL INFORMATION ose of this modification(PO	0010) To contract W31P4Q-10-C-0003 is as	follows:				
. To Re-ali	grand Labor Hours (Engin (Remaining) Re-alignment is	eering) from CLIN 0004 FY 12 Option to CI reflected below;	IN 0003 FY 11 Option, CLIN	s 0003 and 0004 Engineering			
LIN 0003	From Cha	nged by To					
portion of	engineering services from	entitled "Options" the US Government here CLIN 0003 and exercise total Mate ENS 0003AL and 0003AM are established in	erial/ODC Dollars from CLIN	ring services hours which ar 0003.  and are reflected as			
LIN ES	M PRON	HOURS DOLLAR					
003AL EN1	1-02 4M1MMICST2						
003AM EN1	1-02 4M1MMICST2						
erformance	from date of modification t	established SLINS: SLIN 0003AL for 1,476 3 30 September 2011 and SLIN 0003AM for M diffication to 30 September 2011.		with a period of total amount of			
		IN 0003 is revised to show the number of chin	Hours and Material/ODC exe	rcised under the range optic			
-4 The break		i costs for CLINS 0003 and 0004 and SLINS	3 0003AL and 0003AM are ref	lected in section B of this			
-5 As a res	alt of this modification, th	ne total amount of the contract is increa	ased by \$261,439 from \$3.87	1,987 to \$4,133,426.			

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0010 \*\*\*

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00010

Page 3 of a

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY11 Labor Material Total PCL COST TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE COMPOSITE HOURLY RATE IS (End of narrative B001) 0003AL FY11 OPTION ESM EN11-02 LABOR HR NOUN: MMI STUDY PHASE 1 -PRON: 4M1MMICST2 PRON AMD: 01 ACRN: AC AMS CD: 172419E5500 Estimated Cost COM Fixed Fee Total Description EN11-02 Engineering Labor COMPOSITE HOURLY RATE IS

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00010

Page 4 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES UNIT PRICE AMOUNT QUANTITY UNIT The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in suppport of the JLENS Engineering Services Contract, (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 30-SEP-2011 001 0003AM FY11 OPTION ESM EN11-02 MATERIAL/ODC NOUN: MMI STUDY PHASE 1 -PRON: 4M1MMICST2 PRON AMD: 01 ACRN: AC AMS CD: 172419E5500 Estimated Cost Fixed Fee Total ESM Description Hours Engineering Material/ODC EN11-02 COMPOSITE HOURLY RATE IS The contractor, as an independent contractor and not as a agent of the Government, shall furn sh Engineering Material/ODC in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 001 30-SEP-2011

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00010

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Page 5 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total PCL COST GEA TCL COST (W/O COM) COST OF MONEY FEE CPFF Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001)

Reference No. of Document Being Continued Page 6 of 8 CONTINUATION SHEET PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00010 Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG INCREASE/ CUMULATIVE ITEM MIPR PRIOR AMOUNT STAT JO NO ACRN DECREASE 0003AL 4MIMMICST2 1 14MJMM AC 17241985500 0003AM 4M1MMICST2 1 14MJMM AC \$ 172419E5500 NET CHANGE \$ 261,439.00 INCREASE/ ACRN ACCOUNTING CLASSIFICATION DECREASE 12040000015L5L68P1724192516 S01021 W31G3H AC 21 261,439.00 NET CHANGE \$ 261,439.00 INCREASE/DECREASE PRIOR AMOUNT CUMULATIVE OF AWARD THUOMA OBLIG AMT NET CHANGE FOR AWARD: 3,871,987.00 261,439.00 4,133,426.00 LINE ITEM ACRN EDI/SFIS ACCOUNTING CLASSIFICATION 0003AL AC 21 111220400000 W31G3H 15L5L68172419E550025164M1MMICST2 14MJMM4M5 S01021 0003AM AC 21 111220400000 W31G3H 15L5L68172419E550025164M1MMICST2 14MJMM4M5 801021

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00010

Page 7 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY

DRUG-FREE WORK FORCE

SECTION I - CONTRACT CLAUSES

Status Regulatory Cite
1-1 ADDED 252.223-7004

Title

Date

....

SEP/1988

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00010

Page 8 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Number

Addenda Attachment 0011

Title ENGINEERING SERVICE MEMORANDUM (ESM) EN11-02

of Pages Date

Transmitted By

16-MAY-2011

002

ENGIN	EERIN	G SER	VICES	MEMOF	ANDUM	FORM SH-ST-00-04
U.S. ARMY AV	IATION AN ONE ARSEI			AND	EN11-02 DATE 05/10/11	
PROJECT TIFLE	<del></del>		44A)	CONTRACT NO.		
ESTIMATED COMPLETION DATE OF ESM				W31P4Q-	10-C-0003	
09/30/11 DESCRIPTION OF PROPOSED WORK				a do na do da		
GOVERNMENT FURNISHED EQL I MEN	T 04	TE REQUIRED	RETURN	DATE	CONDITION OF RE	TITIEN
To be specified in Sub-ESMs as required RESULTING DOCUMENTATION, HARDWAFE, BEN To be specified in Sub-ESMs as required	EFITS AND DELIVER	VBATE	4			
ESTIMATED COST ORIGINAL	OLLOWING IS	PROPRIETA	RY INFOR	MATION PROTEC	TED UNDER P. L.	100-679 * * *
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ESM MONITORS  Raytheon IDS:  CONCURRENCE SIGNATURES:			CNID	5 P.D.:		
ORIGINAL PAY HEON	IDS 4	DAT	-			DATE
REVISION "A"		5/10/	11			5/12/11
REVISION B						
REVISION C			Alexander de la companya della companya della companya de la companya de la companya della compa		1,000	
REVISION					-	
TD* REVISION "E"	ate is a	~		4		
EXPLANATION OF REVISION:						
,,						

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0348 MOD P00010

DATE: MAY 17 201

000265 RAYTHEON COMPANY

### **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

				ESM NO.	PN44	
DESCRIPTION OF PROPOSED WORK (C	DN-71	STOR & SESSENATION OF STREET	-	Janes	EN11-02	-
The state of the s						
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ESTONE PLAN IMEASURABLE TASKS	ONLY)	A POLICE CONTRACTOR	W-04	THE PARTY OF THE P		
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0348 MOD P00010

DATE:

PAGE 2 OF 2

AMENDMENT OF SOLICITATION/MODIFICATION	ON OF CONTRA	CT	1. Contract		Page 1 Of 7
2. Amendment/Modification No.	4. Requisition/Purchas		Cost-Plus-		(If applicable)
P00011 WAY 20 201	1 SEE SCHED	W.W		27. 6	006 11
Issued By Code   w31P40	7. Administered By (If		han Item 6)	05 0	Code B2205A
US ARMY CONTRACTING COMMAND	DOKA RAYTHEON				622034
	SO APPLE HILL		(C. 10)		
	M/S T2FR2				
REDSTONE ARSENAL AL 35898-5289	TENKSBURY HA	01876-	1199		
11000 1410 1410 1410 1410 1410 1410 141					
	SCD	A	PAS NONE	ADP	PT HQ0337
Name And Address Or Compactor (No., Street, City, County, State and Zi	ip Code)		9A. Amendme	nt Of Solicitatio	n No.
RAYTHEON COMPANY	i i	=			
350 LOWELL ST		r	9B. Dated (See	Item 11)	
ANDOVER, MA 01810-4400	-			1.1. 1.1.1.1.2.1.2.1.	
		x	10A. Modifica	ion Of Contrac	VOrder No.
	- F	_	W31P4Q-10-C	0003	
TYPE BUSINESS: Large Business Performing in U.S.			10B. Dated (Se	111	
de 05716 Facility Code			2003HAR17	Saltice Solver	
11. THIS ITEM ONLY APPLIE	S TO AMENDMENTS	OF SO	LICITATION	s	
SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by may be made by telegram or letter, provided each telegram or letter make hour and date specified.  Accounting And Appropriation Data (If required)  ACRN: AC NET INCREASE: \$49.965.00  13. THIS ITEM ONLY APPLIES TO KIND MOD CODE: G It Modifies The Contract	os reference to the solici	F CON	and this amend	ment, and is rec	
A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Cl	anges Set Forth	Iα Item 14 Are Made In
B. The Above Numbered Contract/Order Is Modified To Reflect The Forth In Item 14, Pursuant To The Authority of FAR 43,103(b).	Administrative Chang	es (suc	as changes in	paying office, a	ppropriation data, etc.) Set
C. This Supplemental Agreement Is Entered Into Pursuant To Autho	rity Of: FAR 43,103	(4)	(3)		
D. Other (Specify type of modification and authority)					
IMIPORTANT: Contractor Is not, Is required to sign th	is document and return		co	ples to the Issul	ng Office.
Description Of Amendment/Modification (Organized by UCF section her	adings, including solicits	ation/co	ontract subject	matter where fe	rasible.)
SEE SECOND PAGE FOR DESCRIPTION					
cept as provided berein, all terms and conditions of the document referen	ced in Item 9A or 10A,	s herei	tofore changed	remains uncha	nged and in full force and
ret.	16A. Name And	Title	f Contraction	Officer (Trees or	nelet)
	TUA NAME AND			The Arms Ar	
15C. Date Signed					16C. Date Signed
19 May 201	11-1				1 lay 20,2
N 7540W1-152-8070	30-1/0				31 30 (REV. 10-83)
EVIOUS EDITIONS UNUSABLE	1				FAR (48 CFR) 53.243

	CONTINUATION SHEET			Reference No. of Document Being Continued Page 2 of 7					
				SIIN W31P4Q-10-C-0003	MOD/AMD P00011				
Name	of Offeror o	r Contractor: RAYTH	EON COMPANY			g'			
		MENTAL INFORMATION this modification(	P00011) To contra	ct W31P4Q-10-C-0003 is as	follows:				
		Labor Hours (Engine Re-alignment is ref		0004 FY 12 Option to CLIN	0003 FY 11 Option. CLINs 0	003 and 0004 Engineering Lab			
CLIN 00	0.000	From C	hanged by	<u>To</u>					
		tion H-7 to contrac ring services from		ns" the US Government here	by exercises al/ODC Dollars from CLIN 0	which are a			
1-2 As Collows		this modification	SLINS 0003AN and	0003AP are established in	the total amount of	and are reflected as			
LIN	ESM	PRON	HOURS	DOLLAR					
003AN	EN11-03	4M1J740400							
003AP	EN11-03	4M1J740400			ų.				
		c s							
from da	te of modif		2011 and SLIN 000	3AP for Material/ODC dolla	urs in the amount of	with a period of performan			
A-3 As	a result of	and the state of the control of the state of	CLIN 0003 is revi		Hours and Material/ODC exe	rcised under the range optio			
4-4 The	breakout o	f hours and associa	ted costs for CLI	NS 0003 and 0004 and SLINS	0003AN and 0003AP are ref	lected in section B of this			

A-4 The breakout of hours and associated costs for CLINS 0003 and 0004 and SLINS 0003AN and 0003AP are reflected in section B of this Modification (P00011).

A-5 As a result of this modification, the total amount of the contract is increased by \$49,965 from \$4,133,426 to \$4,183,391.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0011 \*\*\*

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00011

Page 3 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY AMOUNT UNIT UNIT PRICE SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 FY. 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total PCL COST G&A. TCL COST (W/O COM) COST OF MONEY FEE Hours Hours . Description Exercised Remaining Hours PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS (End of narrative B001) 0003AN HR FY11 OPTION ESM EN11-03 LABOR PRON: 4M1J740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Estimated Cost COM Fixed Fee Total ESM Description Hours Engineering Labor EN11-03 COMPOSITE HOURLY RATE IS

000269

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00011

Page 4 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES UNIT PRICE QUANTITY UNIT AMOUNT The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 30-JUN-2011 001 0003AP FY11 OPTION ESM EN11-03 MATERIAL/ODC HR NOUN: PRON: 4M1J740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Estimated Cost Fixed Fee Total Description ESM Hours Engineering Material/ODC COMPOSITE HOURLY RATE IS The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 30-JUN-2011

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003 MOD/A

MOD/AMD P00011

Page 5 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Exercised Remaining Description Material ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001)

Reference No. of Document Being Continued Page 6 of 7 CONTINUATION SHEET PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00011 Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG INCREASE/ CUMULATIVE ITEM MIPR STAT JO NO ACRN PRIOR AMOUNT DECREASE AMOUNT 0003AN 4MLJ740400 1 14MJLE AC 172419E5551 0003AP 4M1J740400 1 14MJLE AC S 172419E5551 NET CHANGE 49,965.00 INCREASE/ ACCOUNTING CLASSIFICATION ACRN DECREASE 21 12040000015L5L68P1724192516 S01021 W31G3H 49,965.00 NET CHANGE \$ 49,965.00 PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD AMOUNT OBLIG AMT NET CHANGE FOR AWARD: 4,133,426.00 49,965.00 4,183,391.00 LINE ITEM ACRN EDI/SFIS ACCOUNTING CLASSIFICATION 0003AN 21 111220400000 W31G3H 15L5L68172419E555125164M1J740400 14MJLE4M5 0003AP AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J740400 14MJLE4M5 S01021

Attachment 0012

Reference No. of Document Being Continued
Page 7 of 7
PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00011

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda
Title
Date of Pages Txansmitted By

19-MAY-2011

002

EMAIL

ENGINEERING SERVICES MEMORANDUM EN11-03

RAYTHEON COMPANY

	ENGINE	ERING S	ER	VICES	ME	MOR		FORM 3H-31-00-04
U.S.		TION AND M			AND		EN11-03	
			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				04/05/11	
PRO INCY NATIO					Tec	NTRACT NO.	04/05/11	
					W	31P4Q-1	0-C-0003	
6/30/11	TEOF ESM				CC	ST ACCOUNT		
DESCRIPTION OF PROPOSET	WORK							
(9)								
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To and appealing in Odd i	comp as required							
RESULTING DOCUMENTATIO	N, HARDWARE, BENEFIT	S AND DELIVERY DATE						
To be specified in Sub-F	SMs as required							
ESTIMATED COST	*** THE FO	LOWING IS PRO	PRIETA		MATION	PROTEC	TED UNDER P. L	100-879 * * *
*	ORIGINAL	CHANGE		CHANGE		CHANGE	CHANGE	CHANGE
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OTHER	3	S	\$		6		3	5
TOTAL	\$	5	5		3		1	*
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CONCURRENCE SIGNATURE	S:		-	- 4			CALLES AND	Same and the same
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ORIGINAL ISSUE			4/51	11				14/25/11
REVISION		-	1/2/	//				1-14
*A** REVISION								
B.								
REVISION								
REVISION				_				
D.								
REVISION								
EXPLANATION OF REVISION								

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0348 MOD P00011

DATE: MAY 2 0 2011

ENGINEERING SERVICES MEMORANDUM  ESM NO. EN11-03							

MAY 2 0 2011

AMENDMENT OF SOLICITATION/MODIFICATION	ON OF CONTRACT	1. Contract ID Code	Page 1 Of 7	
2. Amendment/Modification No.	4. Requisition/Purchase Req	the same of the sa	ject No. (If applicable)	
Issued By Code M31940	7. Administered By (If other	han Item 6)	Code 82201	
US ARMY CONTRACTING COMMAND  AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280	DCHA RAYTHEON TEMESS 50 APPLE HILL DRIVE M/S T2FR2 TEMESSURY HA 01876-	URY		
	SCD A	PAS HONE	ADP PT HQ0337	
Name And Address Of Contractor (No., Street, City, County, State and Z	(Ip Code)	9A. Amendment Of Sol	licitation No.	
RAYTHEON COMPANY				
350 LOWELL ST ANDOVER, HA 01810-4400	1 1	98. Dated (See Item 11)	)	
		10A. Modification Of C	Contract/Outlan No.	
	x	IVA. PROGINCATION OF C	contractorder no.	
TYPE BUSINESS: Large Business Performing in U.S.		W31P4Q-10-C-0003	44	
Code 05716 Facility Code		10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF SO	31/25/13/15/		
The above numbered solicitation is amended as set forth in item 14. T				
hour and date specified.  Accounting And Appropriation Data (If required)  ACRN: AC NET INCREASE: \$285,639.00	2			
I3. THIS ITEM ONLY APPLIES TO KIND HOD CODE: G It Modifies The Contra	O MODIFICATIONS OF CON COUNTRY No. As Described In 1			
A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			et Forth In Item 14 Are Made In	
B. The Above Numbered Contract/Order is Modified To Reflect Th Forth In Item 14, Pursuant To The Authority of FAR 43, 103(b).		h as changes in paying o	ffice, appropriation data, etc.) Se	
C. This Supplemental Agreement is Entered Into Pursuant To Author	ority Of: PAR 43.103 (A)	[3]		
D. Other (Specify type of modification and authority)				
IMPORTANT: Contractor is not, is required to sign th	his document and return	copies to th	ne Issuing Office.	
4. Description Of Amandment/Modification (Organized by UCF section its	adings, including solicitation/c	ontract subject matter v	where feasible.)	
SEE SECOND PAGE FOR DESCRIPTION				
*				
ecept as provided herein, all terms and conditions of the document reference.				
A COLUMN OF EMPLOY COMMAND CARINE	16A. Name And Title O	Contracting Officer	Type of print)	
B 15C. Date Signed			2. Date Signed	
09 JUN 20	if		Jun 20	
SN 7546-0-152-8070 RE-VIODE EDITIONS UNUSABLE	30-1		(REV. 10-83) (68 CFR) 53.24	

Reference No. of Document Being Continued

Page 2 of 7

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00012

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification (P00012) To contract W31F4Q-10-C-0003 is as follows:

Pursuant to section H-7 to contract entitled "Options" the US Government hereby exercises (Logistics) engineering services hours which are a portion of engineering services from CLIN 0003 and exercise total Material/ODC Dollars from CLIN 0003. Material/ODC Dollars in the amount of are hereby re-aligned from CLIN 0006 to CLIN 0003 to exercise options on this Mod P00012.

A-2 As a result of this modification SLINS 0003AQ and 0003AR are established in the total amount of follows:



For accomplishment of these tasks newly established SLINS: SLIN 0003AQ for with a period of in the amount of performance from date of modification to 30 September 2011 and SLIN 0003AR for Material/ODC dollars in the total a period of performance from date of modification to 30 September 2011.

A-3 As a result of this modification CLIN 0003 is revised to show the number of Hours and Material/ODC exercised under the range option. Logistics Hours from CLIN 0003 is reduced by CLIN 0003 is reduced by in Material/ODC FROM

A-4 The breakout of hours and associated costs for CLINS 0003 and 0006 and SLINS 0003AR and 0003AQ are reflected in section B of this

A-5 As a result of this modification, the total amount of the contract is increased by \$285,639 from \$4,183,391 to \$4,469,030.

A-6 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0012 \*\*\*

Reference No. of Document Being Continued

MOD/AMD P00012

Page 3 of 7

PIIN/SIIN W31P40-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO UNIT UNIT PRICE SUPPLIES/SERVICES QUANTITY AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total FY11 PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Exercised Remaining Description ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FEE CPPP COMPOSITE HOURLY RATE IS (End of narrative B001) 0003AQ HR FY11 OPTION ESM LOG11-02 LABOR NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 17241985551 Estimated Cost COM Fixed Fee Description LOG11-02 Logistics Labor COMPOSITE HOURLY RATE IS

Reference No. of Document Being Continued

Page 4 of 7

PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00012 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Labor in support of the JLENS Engineering Services Contract. (End of narrative BOC1) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 30-SEP-2011 0003AR FY11 OPTION ESM LOGI1-02 MATERIAL/ODC NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Estimated Cost COM Fixed Fee Total Description Hours Logistics Material/ODC COMPOSITE HOURLY RATE IS The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 01-JUN-2011 001

Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00012

Page

5 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0006 FY14 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY14 Labor Material Total PCL COST GEA TCL COST (W/O COM COST OF MONEY PEB CPFF Exercised Remaining Description ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FEE CPFF (End of narrative B001)

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00012

Page 6 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

LINE AMS CD/ OBLG

ITEM MIPR 0003AQ 4MLJ740900

172419E5551

0003AR 4M1J740900

STAT JO NO ACRN

1 14MJLE AC 172419E5551

1 14MJLE AC

\$

PRIOR AMOUNT

NET CHANGE \$

CUMULATIVE

INCREASE/

ACRN ACCOUNTING CLASSIFICATION

21 12040000015L5L68P1724192516 S01021

W31G3H

DECREASE 285,639.00

NET CHANGE \$ 285,639.00

PRIOR AMOUNT

INCREASE/DECREASE

AMOUNT

CUMULATIVE

OBLIG ANT

NET CHANGE FOR AWARD: \$

OF AWARD

4,183,391.00

285,639.00

4,469,030.00

LINE

0003AR

ACRN EDI/SFIS ACCOUNTING CLASSIFICATION

ITEM 0003AQ

AC 21 111220400000 AC 21 111220400000

W31G3H 15L5L68172419E555125164M1J740900 14MJLE4M5 S01021

INCREASE/

285,639.00

DECREASE

W31G3H 15L5L68172419E555125164M1J740900 14MJLE4M5 801021

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00012

Page 7 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Addenda

Number

of Pages Transmitted By

Attachment 0013 ENGINEERING SERVICES MEMORANDUM (ESM) LOG11-02 08-JUN-2011

003

EMAIL

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

	U.S. ARMY AVIATION AND MISSILE COMMAND					LOG11-02	
	REDSTONE	ARSENAL,	ALABAMA		DATE		
ROJECT TITLE			-	CONTRACT NO.	06/01/11		
erform Interim Suppor	t Business Ca	se Analysis (BC	A)		W31P4Q-10-C-0003		
erform Interim Support Business Case Analysis (BCA)				COST ACCOUNT	COST ACCOUNT		
ESCRIPTION OF PROPOSED WOR	BK .						
the purpose of JLENS Interior aintenance capability is an agement necessary to overnment. Interim suppeld Support Representations, system upgrades (Existing training materion figuration management)	developed. As re field, operate, m port tasks may in ives (FSRs), sto CPs) for growth al, updates to tec	equired by the Go- laintain and suppo- laintain and suppo- laintain and several ck, storage and issolved (technology insent	vernment, JLENS In ort the JLENS SDD opment, system deplo- suance of spares and tion, software mainte	orbits I and 2 after orbits I and 2 after owners, installation repair parts, the penance/updates, tr	ay include all server their acceptance on, field and depot providing of an Invaliding, training su	ices, supplies, and by the level support, centory Control pport and update	
cost effectively develo etrics defined by the Go	p and execute in vernment, mode	terim support cor ling and simulation	nsistent with the mis on, analyses, and tra- (continued below	de studies will be	ns requirements ar performed as part	nd sustainment of a	
GOVERNMENT FURNISH	IED EQUIPMENT	DATE REQUI			CONDITION OF RET	URN	
o be specified in Sub-ESM	s as required			1.4			
ESULTING DOCUMENTATION, HA	ROWARE BENEFITS	UID DELIVERY DATE				-	
o be specified in Sub-ESMs				*			
TIMATED COST			RIETARY INFORMA				
	ORIGINAL	CHANGE	CHANGE	CHANGE	CHANGE	CHANGE	
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DATE: PAGE 1 OF 3

### ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

VOIVI

LOG11-02

DESCRIPTION OF PROPOSED WORK (CONT)

Business Case Analysis (BCA). Per the Army's Business Case Analysis Policy (dated 8/18/05), a BCA provides a comprehensive examination of the expected benefits, costs, and savings that would result from the implementation of alternative product support strategies. The BCA will assess the feasibility of pursuing potential JLENS Interim Support sourcing/support alternatives for Orbits 1 and 2 and will include the following tasks::

a. Define Mission/Operations Requirements and Sustainment Metrics

Provide assistance to the Government in developing, and then document the mission, CONOPS, and operations requirements for SDD Orbits I and 2 at their defined deployment sites. Provide assistance to the Government in updating (as required) the Key Performance Parameter/Key System Attribute (KPP/KSA) parameters for the JLENS sustainment system. These KPP/KSA parameters may include Materiel Availability, Materiel Reliability, Mean Down Time, Materiel Ownership Cost and/or additional sustainment enabler metrics.

b. Perform Sustainment and Modeling Simulations

Modeling and Simulations (M&S) are effective tools in the supportability analysis and evaluation process because all the sustainment/materiel readiness driver metrics and costs can be considered in parallel. Consequently, the sustainment M&S objective will be to use validated models to consider materiel availability/readiness implications and nonrecurring and recurring life cycle costs when assessing the merits of sustainment alternatives. The support environments for SDD Orbits 1 and 2 will be optimized for speed of deployment, readiness, and cost by a) developing a system dynamic model that focuses on interdependencies, feedback effects, time dependencies, causal relationships, and trends to simulate the real world of a deployed JLENS system and b) updating the existing JLENS life cycle cost model.

c. Perform Supportability Requirements Definition

Based on the JLENS SDD Orbits I and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modelling and simulations developed in task b, define and document the required maintenance and sustainment concepts and the systems' physical, maintenance and operational environments. Develop and document an optimized manpower and personnel staffing approach and minimal logistics footprint.

### d. Perform Depot Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to the sustainment supply chain (i.e. Government, OEM, or 3PL), depot logistics (transportation, warehousing, cross-docking, inventory management, packaging, and freight forwarding), depot operations (i.e. Organic, PPL, OEM, or COTS vendors), and FRACAS process.

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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MOD P00012

DATE: JUN 0 9 2011

e. Perform Support System Analyses and Trade-offs

Based on the ILENS SDD Orbits I and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, determine and document the best fit interim support contracting approach most likely to achieve the Government's readiness and cost requirements for SDD Orbits 1 and 2. Perform and document trade-offs to determine the optimum approach to configuration management, sparing and repairs, asset visibility, support and test equipment, training and technical documentation, reachback and software support.

f. Perform Site and Facilities Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to packing and shipping, site preparation and installation, security, facilities, operations, maintenance, and administrative staffing, and site communications.

g. Perform Sensitivity and Risk Analyses and Develop Conclusions and Recommendations

Conduct a sensitivity analysis to determine how much each alternative must change in certain key areas or variables to be preferred over the best alternative. Make a risk assessment to determine potential interim support problem areas, the likelihood of these problems occurring, and mitigation strategies. Perform a final assessment of the BCA results and provide a recommended approach for JLENS Orbits 1 and 2 interim support.

The BCA will be documented according to the Army's Business Case Analysis Policy and per the following outline:

- **Executive Summary**
- 11. Introduction/Overview
- 111. Methods and Assumptions
- IV. **Business Impacts**
- V. Sensitivity and Risks
- Conclusions and Recommendations

The Interim Support Business Case Analysis will be conducted in two phases. Phase I will be a limited scope BCA intended to provide recommendations to the JPO on interim support options. It is the starting point in the process of evaluating and selecting sourcing/support alternatives. A follow on Phase II BCA will build on the initial limited scope BCA, evaluating the interim support options approved by the JPO and providing specific interim support recommendations. This initial ESM is to fund the Phase I. limited scope BCA.

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CONTINUATION SHEET		R	eference No. of Document Bo	Page 2 of 8		
			99999	SIIN W31P4Q-10-C-0003	MOD/AMD P00013	
Name	of Offeror or	Contractor: RAYTHEON	COMPANY			
		ENTAL INFORMATION this modification(POG	012) To contra	ct W31P4Q-10-C-0003 is as	follows:	
enginee of	ring service	s from CLIN 0003 and eby re-aligned from (	exercise		lars from CLIN 0003. Mater s on this Mod P00012. A to	hours which are a portion of ial/ODC Dollars in the amountal of Logistics hours a
A-2 As follows		this modification SLI	NS 0003AS and	0003AT are established in	the total amount of	and are reflected as
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0003AT	LOG11-01	4M1J740700				
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A-5 As a	result of	this modification, th	e total amount	of the contract is increa	sed by \$509,342 from \$4,46	9,030 to \$4,978,372.
A-6 Exce	ept as provid	ded above, all other	terms and cond	itions remain unchanged an	d in full force and effect	•

\*\*\* END OF NARRATIVE A0013 \*\*\*

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00013

Page 3 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total FY11 PCL COST TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Exercised Remaining ESTIMATED COST \$ COST OF MONEY FIXED FEE COMPOSITE HOURLY RATE IS (End of narrative B001) 2AE000 HR FY11 OPTION ESM LOG11-01 LABOR NOUN: PRE-LRIP WHOLE LIFE PRON: 4M1J740700 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Estimated Cost COM Fixed Fee Total Description LOG11-01 Logistics Labor COMPOSITE HOURLY RATE IS

Reference No. of Document Being Continued

MOD/AMD P00013

Page 4 of 8

PIIN/SIIN W31P4Q-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** The contractor, as an independent contractor and not as a agent of the Government, shall furn sh Engineering Labor in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD QUANTITY DATE 30-SEP-2011 -001 0003AT FY11 OPTION ESM LOG11-01 MATERIAL/ODC NOUN: PRE-LRIP WHOLE LIFE PRON: 4M1J740700 PRON AMD; 01 ACRN: AC AMS CD: 172419E5551 Estimated Cost Fixed Fee Total ESM Description Hours Logistics Material/ODC EN11-01 COMPOSITE HOURLY RATE IS The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD QUANTITY DATE 30-SEP-2011

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00013

Page 5 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor FY12 Material Total PCL COST GEA TCL COST (W/O COM) COST OF MONEY PEE CPFF Hours Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY PIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0006 FY14 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total FY14 PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Hours Exercised Remaining Description PM/CM ENGINEERING PRODUCT ASSUR/TEST

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Page 6 of 8

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Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00013

Page 8 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Title

ENGINEERING SERVICES MEMORANDUM (ES) LOG11-01

Number

Addenda Attachment 0014 Date

14-JUN-2011

of Pages Transmitted By

002 EMAIL RAYTHEON COMPANY

### **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-0

U.S. ARMY AV	IATION	AND MIS	SILE CO	MMANE	)	LOG11-0	1
REDST	ONE AF	RSENAL,	ALABAM	A		DATE	
PROJECT TITLE			_		CONTRACT NO.	05/24/11	
Provide JLENS Pre-LRIP Whole	Life Ava	ilability Ma	nagement		W31P4Q-1	0-C-0003	
ESTIMATED COMPLETION DATE OF ESM					COST ACCOUNT		
09/30/11 DESCRIPTION OF PROPOSED WORK							
CESSAIL FOR OL PHOPOSED WORK							
JLENS Whole Life Availability Man potential availability risks that will in sustainment as of self-off. Availabil (End Of Service Life), interchangeab reliability performance, and inventor Management planning, 2) developm JPO for incorporation into their contri	mpact prod lity Managorility and s y manage ent and co	duction of the gement will e substitutabilit ment. JLEN pordination o	e system over ffectively inte ty, part replace S Availability f mitigation s	the contra grate part ement loca Managem trategies,	ct period of post s availability, ating, supplier ment consists of 3) transfer of	erformance as well COTS EOL (End interface, technol of four component Availability Mana	Il as initial Of Life) & EOSL ogy insertion, ts: 1) Availability tgement results to
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MOD P00013

ATTACHMENT 0014

DATE:

FORM 5H-31-00-04

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DESCRIPTION OF PROPOSED WORK (CONT)

#### 1. Perform Availability Management Planning

Organization of tasks required to perform Availability Management in preparation for JLENS LRIP. Includes scheduling, prioritization, migration of lessons learned, system level oversight of End of Life/End of Service Life (EOL/EOSL) thresholds for all externally procured and internally fabricated Lowest Replaceable Units(LRUs) throughout the system's POP (March 2011- May 2012). Also includes establishment and oversight of system Availability Risk Level (ARL) and development and implementation of asset availability and obsolescence mitigation strategies. Additionally provide Availability Management lead role, EVMS management, and customer interface.

#### 2. Coordinate Mitigation Strategies

Coordinate mitigation strategies for parts obsolescence and availability issues as they arise during the Pre-LRIP phase of the program. Coordinate Rapid Response Team action items to support Investigation Requests (IR). Address problematic design issues as requested by the Subject Matter Experts (SMEs).

Provide Availability Management program meeting support by preparing for and attending weekly program support meetings, design reviews, IPDS reviews, system reviews, team meetings, and any other regularly scheduled program meetings and events as required. Provide weekly and monthly subcontractor progress reviews and attend customer Monthly meeting (VTC or Teleconference). As required obtain SME support from subcontractors TCOM and Raytheon SAS.

#### 3. Periodic Transfer of Data to JPO to Incorporate Into Their Controlled Website

Accommodate web based reporting needs of JLENS program. Task to include the expansion of the current reporting capabilities within the Availability Dashboard. This task requires incorporation of all pertinent LRIP data structures and inputs into current reporting databases. Availability management data can be periodically (i.e. daily, weekly, etc.) transferred to JPO for incorporation into their controlled website.

#### 4. Deliver Planning and Assessment Reports

Prepare monthly availability assessment reports and weekly Availability Management highlights to summarize activities and accomplishments. Inputs include tasks, status, and issues encountered during previous period. Deliver final summary availability assessment report at completion of contract period.

	MILES	TONE PLAN (MEASURABL	TASKS ONLY)		
MILESTONE	START DATE	END DATE	MILESTONE	START DATE	END DATE
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Sheet 2

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MOD P00013 ATTACHMENT 0014 DATE:

2. Amendment/Medification No.	JUN 30 201	44. Requisition/Purchase Rec	No.		. (If applicable)	
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ode 05716 Facility Code			10B. Dated (See	e Hem 13)		
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offer submitted; or (c) By separate lette						
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CONTINUATION SHEET	Reference No. of Document Be	ing Continued	Page 2 of 5
CONTINUATION SHEET	PHN/SHN W31P4Q-10-C-0003	MOD/AMD P00014	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification (P00014) To contract W31F4Q-10-C-0003 is as follows:

A. To change the Performance Completion Dates (PCD) as follows:

			From		<u>To</u>
SLIN	0001AA	30	JUNE 2011		30 SEPTEMBER 2011
SLIN	0001AB	30	JUNE 2011		30 SEPTEMBER 2011
SLIN	0002AC	30	SEPTEMBER	2011	31 MARCH 2012
SLIN	0002AD	30	SEPTEMBER	2011	31 MARCH 2012
SLIN	AAE000	30	SEPTEMBER	2011	31 MARCH 2012
SLIN	0003AB	30	SEPTEMBER	2011	31 MARCH 2012
SLIN	0003AN	30	JUNE 2011		31 AUGUST 2011
SLIN	0003AP	30	JUNE 2011		31 AUGUST 2011

A-2 The Performance Completion Dates for the SLINs above are hereby reflected in Section B narrative of this modification (P00014).

\*\*\* END OF NARRATIVE A0014 \*\*\*

A-3 As a result of this modification, the total amount of the contract is unchanged and remains at a total amount of \$4,978,372.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

000297

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00014

Page 3 of 5

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0001AA HR FY10 BASIC ESM PM/CM10-01 LABOR NOUN: IVAV SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551 Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 30-SEP-2011 001 0001AB FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551 Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 001 30-SEP-2011 0002AC FY10 OPTION ESM EN16-02"A" LABOR HR. NCUN: JLENS Sim Spt for JI PRON: F10AF1W011 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: FIAFIW0118G001 Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Destination Deliveries or Performance PERF COMPL DLVR SCH DATE REL CD QUANTITY

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00014

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MOD/AMD P00014

Page 5 of 5

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RAYTHEON COMPANY FORM 5H-31-00-04 **ENGINEERING SERVICES MEMORANDUM** U.S. ARMY AVIATION AND MISSILE COMMAND PM/CM10-01 "C" REDSTONE ARSENAL, ALABAMA 06/23/11 CONTRACT NO. JLENS Program Management / Configuration Management (Basic) W31P4Q-10-C-0003 ESTIMATED COMPLETION DATE OF ESM COST ACCOUNT DESCRIPTION OF PROPOSED WORK Performance of Program Management and Document / Configuration Management functions for the JLENS Engineering Services Program to include: Program Management Cost Control Develop support plan for ESMs and Sub-ESMs as required Document and deliver CDRLs Configuration Control ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided IAW the SOW. GOYERNMENT FURNISHED EQUIPMENT DATE REQUIRED RETURN DATE CONDITION OF RETURN RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE ESTIMATED COST \*\*\* THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 \*\*\* CHANGE CHANGE CHANGE CHANGE CHANGE DIRECT LABOR HOURS DIRECT LABOR & BURDEN MATERRAL \* 5 COMPTENSUBCONTR LEA 5 3 TRAVEL & PER DIEM 8 3 ESM MOINITORS CMDS P.O.: CONCUERRENCE SIGNATURES: DATE HAYTHEON IOS CMOS PROJECT OFFICE ORIGINAL. ISSUE REVISION REVISION REVISION

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Revision "A" - Changes Estimated Completion Date from 30 September 2010 to 31 March 2011

Revision "B" - Changes Estimated Completion Date from 31 March 2011 to 30 June 2011

Revision "C" - Changes Estimated Completion Date from 30 June 2011 to 30 September 2011

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DESCRIPTION	ON OF PROPOSED WORK (CON-	n			EN10-02-02	4
	on (Continued):					
	е.					
	f.					
ė)	g. Integration and	d test		Contractor	assumes veel	s of on-
	site integration	support, in addition	n to weeks	of run-for-record test support is	required.	
					*	
	MILESTONE	AILES START DATE	TONE PLAN IMEA	SUPABLE TASKS ONLY) MILESTONE	BYART DATE	END DATE
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			1 1		1	l

AMENDMENT OF SOLICITATION/MODIFICATION	ON OF CONTRACT	1. Contract ID Code CostPlus-Fixed-Fee	Page 1 Of 5
2. Amendment/Modification No.  3. Effective Date AIIG 22 200	4. Requisition/Purchase Req	No. 5. Project N	o. (If applicable)
1.100	SEE SCHEDULE		0007 11
HJTb40	7. Administered By (If other	han Item 6)	Code 52205
US ARMY CONTRACTING COMMAND	DCHA RAYTHBON TENKS!	URY	
	50 APPLE HILL DRIVE		
NICOLUMN AND AND AND AND AND AND AND AND AND AN	H/S T2FR2		
AMCON CONTRACTING CENTER	TEWKSBURY MA 01876	1198	
REDSTONE ARSENAL AL 35898-5280			
	SCD A	PAS NONE AD	P PT HQ0337
Name And Address Of Contractor (No., Street, City, County, State and Z			E1010-E5000E
And Address Of Contractor (No., Street, City, County, State and Z	ip Code)	9A. Amendment Of Solicitat	ion No.
RAYTHEON COMPANY			
350 LOWELL ST	1 1	9B. Dated (See Item 11)	
ANDOVER, MA 01810-4400	1 1	emante production (1)	
	[X]	10A. Modification Of Contra	set/Order No.
TWO -		W31P4Q-10-C-0003	
TYPE BUSINESS: Large Business Performing in U.S.		10B. Dated (See Item 13)	
Code 05716 Facility Code		2003MAR17	
11. THIS ITEM ONLY APPLIE	S TO AMENDMENTS OF SO	LICITATIONS	
775			
The above numbered solicitation is amended as set forth in item 14. The	he hour and dute specified for	receipt of Offers	
is extended, is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour an	d data encelfled in the collected	on ar as emended by one of t	he following methods:
(a) Programme acknowledge receipt of this amendment prior to the nour an	d date specified in the solicitati	on or as amended by one of t	ne following methods:
(a) By completing Items 8 and 15, and returning copies of	the amendments: (b) By ackno	wiedging receipt of this amen	idment on each copy of the
offer submitted; or (c) By separate letter or telegram which includes a re	ference to the sollcitation and	smendment numbers. FAILU	RE OF YOUR
ACK NOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGN	ATED FOR THE RECEIPT (	OF OFFERS PRIOR TO THE	E HOUR AND DATE
SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by	virtue of this amendment you	desire to change an offer aire	eady submitted, such change
may be made by telegram or letter, provided each telegram or letter make	es reference to the solicitation	and this amendment, and is t	eceived prior to the opening
hour and date specified.			
2. Accounting And Appropriation Data (If required)			
NO CHANGE TO OBLIGATION DATA			
13. THIS ITEM ONLY APPLIES TO	MODIFICATIONS OF CO	NTRACTS/ORDERS	
	et/Order No. As Described In		
A. This Change Order is Issued Pursuant To:		The Changes Set For	rth In Item 14 Are Made In
The Contract/Order No. In Hem 10A.		The Changes Set For	the first car i 4 / ii c / i auc i ii
B. The Above Numbered Contract/Order Is Modified To Reflect Th	e Administrative Changes (sur	h or changes in naving affice	annennelation data etc.) Se
Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	e Administrative Changes (suc	is as changes in paying office.	appropriation said (i.e.) se
C. This Supplemental Agreement is Entered into Pursuant To Auth-	ority Of:		
	MUTUAL AGREEMEN	T OF BOTH PARTIES	
D. Other (Specify type of modification and authority)			
. IMPORTANT: Contractor is not, is required to sign th	is document and return	copies to the ISS	uing Office.
4. Description Of Amendment/Modification (Organized by UCF section he	adings, including solicitation/e	ontract subject matter where	(easible.)
	2 - COM - BO CAR MOTHER - MINER SON BOLLINGS		
SEE SECOND PAGE FOR DESCRIPTION			
SECOND PAGE FOR DESCRIPTION			
ccept as provided herein, all terms and conditions of the document referer	seed in item 9A or 10A, as here	tofore changed, remains unc	hanged and in full force and
fect.	ice in them say of Toyal as more	to to to change at the total and	
A.	A64 Name And Title (	Contraction Officer (Type	or print)
15C, Date Signed			16C. Date Signed
			11/1 201
8/31/2011			3/1/14/1011
SN 7540-01-152-8070	34		1 30 (REV. 10-83)
REVI OUS EDITIONS UNVSABLE			FAR (48 CFR) 53.24
			A SHARLING OF STREET, SHAR

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00015

Page 2 of 5

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 BY EXECUTION OF THIS MODIFICATION (P00015) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXEUCTION OF THIS MODIFICTION THE PERFORMANCE COMPLETION DATES FOR ENGINEERING SERVICES MEMORANDUMS PM/CM 10-01 "D" AND EN11-03 "B" ARE EXTENDED AS FOLLOWS:

ESM

FROM

TO

EN11-03 "B"

PM/CM 10-01 \*D" 30 SEPT 11 31 AUG 11

21 OCT 11 30 NOV 11

A-3 THE REVISED SUBJECT ENGINEERING SERVICE MEMORANDUMS ARE INCLUDED AS ATTACHMENTS IN SECTION J OF THE CONTRACT.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

\*\*\* END OF NARRATIVE A0015 \*\*\*

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003 MC

MOD/AMD P00015

Page 3 of 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	FY10 BASIC ESM PM/CM10-01 LABOR		HR		\$
	NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD O01  S  PERF COMPL DATE 31-OCT-2011				
0001AB	FY10 BASIC RSM PM/CM10-D1 MATERIAL/ODC				\$
	NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries OF Performance DLVR SCH REL CD OUANTITY DATE 31-OCT-2011				
0003	SECURITY CLASS: Unclassified				
003AN	FY11 OPTION ESM EN11-03 LABOR		HR		\$
	NOUN: PRON: 4MIJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				

Reference No. of Document Being Continued

Page 4 of 5

PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00015 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 30-NOV-2011 0003AP FY11 OPTION ESM EN11-03 MATERIAL/ODC NOUN: PRON: 4M1J740400 ACRN: AC AMS CD: 172419E5551 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD DATE 30-NOV-2011 001

000312

CONTINUATION SHEET

Reference No. of Document Being Continued

MOD/AMD P00015

Page 5 of 5

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

Number

Addenda Title Date of Pages Transmitted By
Attachment 0015 ENGINEERING SERVICE MEMORANDUM PM/CM10-01 "D" 31-AUG-2011 002 EMAIL
Attachment 0016 ENGINEERING SERVICE MEMORANDUM EN11-03 "B" 31-AUG-2011 002 EMAIL

PIIN/SIIN W31P4Q-10-C-0003

U.S. ARMY AVIATIO REDSTONE A	N AND MISSILE ARSENAL, ALAI		ND	PM/CM10 DATE 08/24/11	-01 "D"
PROJECT TITLE		/D	CONTRACT NO.		
JLENS Program Management / Configuestimated completion date of esam	iration Management	(Basic)	W31P4Q-1	0-C-0003	
10/31/11 DESCRIPTION OF PROPOSED WORK					
Performance of Program Manage JLENS Engineering Services Program Manageme Cost Control Develop support pla Document and deliv Configuration Control ESMs shall be generated IAW the	gram to include: ent in for ESMs and er CDRLs ol	Sub-ESMs	s as required		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DA	r I	CONDITION OF RE	THEN
		1			
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND	D DELIVERY DATE				
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ORECT LABOR HOURS	CHANGE	CHANGE	CHANGE	CHANGE	CHANGE
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COMPTRISUSCONTR LER \$	3	- 8		1	8
TRAVEL & PER DIEM \$ OTHER \$	5	5		5	1
TOTAL S	8	3		5	\$
ESM MONITORS Raytheon IDS:		CMOS P	.o.:	7	2
CONC LIRRENCE SIGNATURES: RAYTHEON IDS	DATE		CMOS PROJEC	CT OFFICE	DATE
DRIGINAL					
REVISION					
REVISION "B"					
REVISION "C"			- 1 THE A. W. 1710		
REVISION	8/31/	11			8/31/11
REVISION TE		1			
evision "A" - Changes Estimated Completi evision "B" - Changes Estimated Completi evision "C" - Changes Estimated Completi evision "C" - Changes Estimated Completi evision "D" - Changes Estimated Completi	on Date from 31 Marc on Date from 30 June	ch 2011 to 30 2011 to 30 Se	June 2011 eptember 2011	ři.	

FORM 5H-31-00-04

RIPTION OF PROPOSED WORK (CON'T)			and the Printers of the Parket	PM/CM10-01	1 "D"
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W314Q-10-C-0003 P00015 Attachment 0015 000315

ENGINEERING SERVICES	MEMOR	RANDUM FORM 5H-31-00-04
U.S. ARMY AVIATION AND MISSILE COMM	IAND	EN11-03 "B"
REDSTONE ARSENAL, ALABAMA		08/25/11
PROJECT TOLE	W31P4Q-	
ESTIMATED COMPLETION DATE OF ESM 11/30/11	COST ACCOUNT	
DESCRIPTION OF PROPOSED WORK		

GOVERN	MENT FURNISHE	D EQUIPMENT	-	DATE REC	UIRED	RETUR	DATE		CONDITION OF	RETURN	
To be specified	n Sub-ESMs	as required									
resulting docum To be specified i			FITS AND	DELIVERY DATE			75-75-70		XX 18	. 5.2	
STIMATED COST		** THE F	OLLOV	VING IS PRO	PRIETA	RY INFOR	MATIC	N PROTEC	TED UNDER P.	L. 100-679 * *	* *
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AEVISION A.			_								
HEVISION B					8/31/	11				8/3	31
REVISION					-/-/		L			1	
PEVISION					W. I - C - C		104.				
REVISION											
PLANATION OF R	CONTRACTOR OF THE PARTY OF THE										

W314Q-10-C-0003 P00015 Attachment 0016

			EN11-03		
SCRIPTION OF PROPOSED WOR	IK (CON'T)				
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AMENDMENT OF SOLICIT.  2. Amendment/Modification No.			Cost-Plus-F	Personal Property and Publishers and	(Manage 144)	
	SEP 22 20	A. Requisition/Purchase Req	NO.	and the same	o. (If applicable)	
P00016	Code   walpao	7. Administered By (If other	han I (em 6)	JL.	0010 11 Code	T
US ARMY CONTRACTING COMMAND	M31940	DCHA RAYTHEON TEWKS			Code	\$2205
		SO APPLE HILL DRIVE				
AHCON CONTRACTING CENTER		H/S T2PR2	V-1-2-1			
REDSTONE ARSENAL AL 15898-5280		TEWKSBURY MA 01876	1198			
				4.00		
. Name And Address Of Contractor (No.,	Sirent City County State and 2	SCD A	9A. Ameadmea		P PT HQ0337	
RAYTHEON COMPANY	Sireci, Chy, County, State and 2	in code)	AV. Vineacinea	t Of Solicitation	on 140.	
350 LOWBLL ST			an Data Airea			
ANDOVER, MA 01810-4400			9B. Dated (See	Item 11)		
		[X]	16A. Modificati	on Of Contra	ct/Order No.	
			W31F4Q-10-C-	0003		
TYPE BUSINESS: Large Business P	erforming in U.S.		10B. Dated (See	Item 13)		
Code 05716 Facility Code			2003MAR17			
	11. THIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	LICITATIONS			-
The above numbered solicitation is an	rended as set forth in Item 14. T	he hour and date specified for i	receipt of Offers			
is extended, Is not extende			Se continue o como			
					a fallowing mathe	444
Offers must acknowledge receipt of this	amendment prior to the hour ar	id date specified in the solicitati	on or as amende	d by one of th	e following metho	ds:
(a) By completing items 8 and 15, and re	turning copies at	the amendments: (b) By ackno	wledging receipt	t of this amend	Iment on each cop	y of the
offer submitted; or (c) By separate letter	or telegram which includes a re	ference to the solicitation and	mendment num	bers, FAILU	RE OF YOUR	
ACKNOWLEDGMENT TO BE RECEI	IVED AT THE PLACE DESIGN	NATED FOR THE RECEIPT O	OF OFFERS PR	IOR TO THE	HOUR AND DAT	TE
SPECIFIED MAY RESULT IN REJEC	TION OF YOUR OFFER. If by	virtue of this amendment you	desire to change	an offer aires	dy submitted, suc	h change
may be made by telegram or letter, prov						
hour and date specified.					Marketon of the	NAX. A SCOTT
2. Accounting And Appropriation Data (I	(required)					
ACRN: AC NET DECREASE: -\$58.00						
13.1	THIS ITEM ONLY APPLIES T	O MODIFICATIONS OF COM	YTRACTS/ORD	ERS		
KIND MOD CODE: G		sct/Order No. As Described In I		manav		
A. This Change Order is Issued Pur The Contract/Order No. In Hen			The Ch	anges Sei Fort	th In Item 14 Are	Made In
B. The Above Numbered Contract/		he Administrative Changes (suc	h as changes in ;	paying office,	appropriation date	a, etc.) Set
Forth In Item 14, Pursuant To 1	the Authority of FAR 43.103(b).					
C. This Supplemental Agreement Is	Entered Into Pursuant To Auth	ority Of: HUTUAL AGREEMEN	T OF SOTH PAR	TIES		
D. Other (Specify type of modifical)	on and authority)					
IMPORTANT: Contractor is	aoi, a is required to sign t	his document and return	cop	les to the Issu	ing Office.	
. Description Of Amendment/Modification	on (Organized by UCF section h	eadings, including solleitation/c	ontract subject :	matter where	feasible.)	
SEE SECOND PAGE FOR DESCRIPTION						
ccept us provided herein, all terms and co	aditions of the document refere	nced in Item 9A or 10A, as here	tofore changed,	remains unch	anged and in full (	force and
fect.		I Man Name a Affilia	V.C	Mar (Type )	w notest	
	LISC Data Should				Tolk Delivery	laned
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	466/1				22 C	ist
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EVIOUS EDITIONS UNUSABLE					R (48 CF	R) 53.24
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Reference No. of Document Being Continued

MOD/AMD P00016

Page 2 of 5

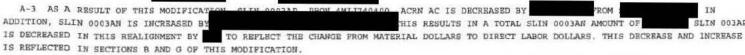
Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

- A-1 BY EXECUTION OF THIS MODIFICATION (P00016), THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.
- A-2 BY EXECUTION OF THIS MODIFICATION, REALIGNMENT OF SUBCONTRACTOR LABOR AND DIRECT LABOR FUNDING UNDER ENGINEERING SERVICES MEMORANDUM (ESM) EN11-03, UNDER SLIN 0003AP TO SLIN 003AN IS AS FOLLOWS:

PIIN/SIIN W31P4Q-10-C-0003





- A-4 AS A RESULT OF THIS MODIFICATION, THE OBLIGATED CONTRACT VALUE IS DECREASED BY \$58.00 FROM \$4,978,372.00 TO \$4,978,314.00.
- A-5 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0016 \*\*\*

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00016

Page 3 of 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0003	SECURITY CLASS: Unclassified				
0003AN	FY11 OPTION ESM EN11-03 LABOR		HR		\$
	NOUN: PRON: 4MLJ740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 \$				+
003AP	PY11 OPTION ESM EN11-03 MATERIAL/ODC  NOUN: PRON: 4M1J740400 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				4
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 30-NOV-2011				
		4			

000320

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00016

Page 4 of 5

CUMULATIVE

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

LINE AMS CD/ OBLG ITEM\_ MIPR

STAT JO NO ACRN 0003AN 4M1J740400 1 14MJLE AC

172419ESS51

0003AP 4M1J740400 1 14MJLE AC 172419E5551

PRIOR AMOUNT

NET CHANGE \$

INCREASE/ DECREASE

-58.00

ACRN ACCOUNTING CLASSIFICATION

21 12040000015L5L68P1724192516 S01021

W31G3H

INCREASE/ DECREASE -58.00

NET CHANGE \$

-58.00

PRIOR AMOUNT

OF AWARD

4,978,372.00

INCREASE/DECREASE

AMOUNT

-56,00

CUMULATIVE OBLIG AMT

4,978,314.00

LINE

ITEM ACRN EDI/SFIS ACCOUNTING CLASSIFICATION

0003AN

NET CHANGE FOR AWARD: \$

14MJLB4M5

0003AP

AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J740400 AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J740400

14MJLE4M5 S01021

000321

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00016

Page 5 of 5

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda

Title

16-SEP-2011

of Pages

Transmitted By

Addenda Title
Attachment 0017 ENGINEERING SERVICES MEMORANDUM EN 11-03 REV C

RAYTHEON COMPANY

					ESM NO.		
			D MISSILE COMMAND			EN11-03 "C"	
REDS	STONE	ARSENAL, AI	LABAMA		DATE	W	
					09/07/11		
DECT TITLE	,			CONTRACT NO.	0.0000		
TIMATED COMPLETION DATE OF ESM				W31P4Q-1		- 4-1-4-	
1/30/11				1 2000000000000000000000000000000000000			
SCRIPTION OF PROPOSED WORK	THE PERSON NAMED IN						
			)E)				
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GOVERNMENT FURNISHED EQUIP	ARE NT	DATE REQUIRED	RETURNO	ATE	CONDITION OF R	ETURN	
be specified in Sub-ESMs as requ	uired		1				
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SULTING DOGUMENTATION, HARDWARE	DENEFITS AN	ID DELIVERY DATE					
and the state of t		O DELIVERY DATE			**		
be specified in Sub-ESMs as requ	iired		TADV INCODM	ATION PROTECT	TEN UNDER B. I	100 670 ***	
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W31P4Q-10-C-0003 Attachment 0017 1 of 2 Date: **SEP 22 2011**  RAYTHEON COMPANY

# ENGINEERING SERVICES MEMORANDUM ESMINO. EN11-03 DESCRIPTION OF PROPOSED WORK (CONT)

W31P4Q-10-C-0003 Attachment 0017 1 of 2 Date: SEP 22 2011

2. Amendment/Modification No.	ATION/MODIFICATION	UN OF CONT	RACT	Cost-Plus P		Page 1 Of 6
P00027	\$EP 23 2011	4. Requisition/Pure		No.		o. (if applicable)
6. Issued By	Code W31P40	7. Administered By		than Item 6)		Code S220
US ARMY CONTRACTING COMMAND	DCMA RAYTHEON TEWXSBURY 50 APPLE HILL DRIVE M/S T2FR2					
REDSTONE ARSENAL AL 15898-5280	1	TEWKSBURY M	A 01876	-1198		
-010/10 PSIGNAL 76 13078-3280	_					
	5		SCD A	PAS NONE	ADI	PT HQ0337
. 7	et, City, County, State and Z	Sp Code)	Tm	9A. Amendmen	t Of Solleltati	n No.
RAYTHEON COMPANY						
350 LOWELL ST				22 2		
ANDOVER, MA 01810-4400				9B. Dated (See	Item 11)	
			100	10A. Modificat	on Of Contra	et/Order No.
			x	TOA. H. Vallicati	on or comia	cirorder mo.
TVD	contra contra en en en en en en en en			W31P4Q-10-C-	0003	
TYPE BUSINESS: Large Business Po		_	10B, Dated (See Item 13)			
ode 05716 Facility Code			2003MAR17			
	11. THIS ITEM ONLY APPLIE	S TO AMENDME	NTS OF S	OLICITATIONS	3	
may be made by telegram or letter, prov- hour and date specified.  2. Accounting And Appropriation Data (19 NO CHANGE TO OBLIGATION DATA		restrictive to the s	- Inchiación			
KIND MOD CODE: G	THIS ITEM ONLY APPLIES TO				ERS	
A. This Change Order is Issued Pur				The Ch	anges Set For	th In Item 14 Are Made In
The Contract/Order No. In Hen		a Administration Ch	nanges (su	ch as changes in	paying office,	appropriation data, etc.) S
B. The Above Numbered Contract/C	unneconomic and a second					
B. The Above Numbered Contract/C	Order is Modified To Reflect Th The Authority of FAR 43.103(b).	ority Of:	AGREENE	NT OF BOTH PAR	RTIES	
B. The Above Numbered Contract/O Forth In Item 14, Pursuant To 1	Order Is Modified To Reflect Th The Authority of FAR 43.103(b). Entered Into Pursuant To Auth	ority Of:	AGREENE	NT OF BOTH PAR	RTIES	
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#### CONTINUATION SHEET

#### Reference No. of Document Being Continued

MOD/AMD P00017

Page 2 of 6

PIIN/SIIN W31P4Q-10-C-0003

TIMOMIN WALL TO S

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

- A-1 BY EXECUTION OF THIS MODIFICATION (P00017) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.
- A-2 THE FOLLOWING PERIOD OF PERFORMANCE CHANGES ARE MADE ON ENGINNERING SERVICE MEMORANDUMS (ESMS)/SUB-ENGINEERING SERVICE MEMORANDUMS (SUB ESMS):

	ESM			SLIN	1	ROM			TO	
EN	10-01-1	REV (	2	UAE000	30	SEPT	2011	30	APR	2012
EN	10-01-1	REV (	2	0003AK	30	SEPT	2011	20	SEPT	2012
EN	10-02-01	REV	В	0003AD	30	SEPT	2011	31	MAR	2012
EN	10-02-01	REV	В	0003AF	30	SEPT	2011	31	MAR	2012
EN	10-01-02	REV	В	0003AC	30	SEPT	2011	18	NOV	2011
EN	10-01-02	REV	В	0003AE	30	SEPT	2011	14	OCT	2011

- A-3 BY EXECUTION OF THIS MODIFICATION THE FOLLOWING IS ADDED TO THE ATTACHED ESMS/SUB ESMS
  - 1. LINE 6 IS ADDED TO EN 10-01-1 REV C TO COVER SIL AND SW EVALUATION SUPPORT DUE SUB-ESM EN 10-01-01 AND EN 10-01-02.
  - 2. ADD LINE 6 TO EN 10-01-02 REV B TO UPDATE AMOUNTS ON EN 10-01 REV A.
  - 3. EN 10-01 REV A TO INCORPORATE REV A TO SUB ESMS EN 10-01-01 AND EN 10-01-02.
  - 4. EN 10-02 REV B TO INCORPORATE REV A TO SUB ESM EN 10-02-10
- A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0017 \*\*\*

Reference No. of Document Being Continued

PHIN/SHIN W31P4Q-10-C-0003

MOD/AMD P00017

Page 3 of 6

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0003	SECURITY CLASS: Unclassified				
0003AC	FY11 OPTION ESM EN10-01"A" LABOR		HR		\$
	NOUN: IV&V SPT & PROG/CONP PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 18-NOV-2011				
0003AD	FY11 OPTION ESM EN10-02"B"		HR		\$
	NOUN: JLENS SIM SPT FOR JI PRON: F10AF1W014 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: F1AF1W0148G001				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 31-MAR-2012				
0003AE	FY11 OPTION ESM EN10-01"A" MATERIAL/ODC				\$
	NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination				

### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00017

Page 4 of 6

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 14-OCT-2011				
0003AF	FY11 OPTION ESM EN10-02"B" MATERIAL/ODC				\$
	NOUN: JLENS SIM SPT FOR JI PRON: F10AF1W014 PRON AMD: 01 ACRN: AB CUSTOMER ORDER NO: P1AF1W0148G001				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 31-MAR-2012				
LAE000	FY11 OPTION ESM EN10-01-01 B LABOR		HR		s
	NOUN: SIL/IV&V SPT - 6075 PRON: 4M1J733700 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 30-APR-2012				
0003AK	PY11 OPTION ESM E10-01-01B MATERIAL/ODC				\$
	NOUN: SIL/IV&V SPT - 6075 PRON: 4M1J733700 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00017

Page 5 of 6

	or or Contractor: RAYTHBON COMPANY				
TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination	1			
	Deliveries or Performance DLVR SCH PERP COMPL REL CD QUANTITY DATE 001 30-SEP-2012				
	\$				

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00017

Page 6 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 0018	ENGINEERING SERVICES MEMO EN10-01-01 "C"	17-SEP-2011	002	EMAIL
Attachment 0019	ENGINEERING SERVICES MEMO EN10-02-01 "B"	19-SEP-2011	002	EMAIL
Attachment 0020	ENGINEERING SERVICE MEMO EN10-01-02 "B"	19-SEP-2011	002	RMAIL

TOVICE SOFTWATER CONTRACT NO.  STIMATED COMPLETION DAYS OF SEM  SUBCLIN 0003AJ - 4/30/2012  SUBCLIN 0003AJ - 4/30/2012  SUBCLIN 0003AK - 9/30/2012  Support Establishment and maintenance of the real-time  and IV&V  2. Support Continuation, derivery, and installation of software build deliveries and relevant models.  Support configuration management and security certification programs as required the CMDS SIL activities related to integration/use of the CMDS SIL and the CMDS SIL and As applicable support efforts associated with EN10-UT-UZ.  GOVERNMENT FURNISHED BOUIPBENT DATE REQUIRED RETURN DATE CONDITION OF SPECIFICAL CONDITION OF SPECIFI	UTTR
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<sup>-</sup> Rev = C" - Extends the PoP for SUBCLIN 0003AJ from 9/30/2011 to 4/30/2012 and SUBCLIN 0003AK from 9/30/2011 to 9/30/20 12 and added line 6 to cover SIL and SW Eval support since sub-ESM EN10-01-01 and EN10-01-02 go together.

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W31P4Q-10-C-0003 Attachment 0018 2 of 2 Date: SEP 23 2011

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03/31/20	12 PROPOSED WORK				OST ACCOUNT		912" - 1914 <del></del>
11.011.00	vide Engineering support to exercises using the	the					AMADA P
	ulation model						-
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	SIGNATURES:			MOS P.O.:			
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VISION 1	Issued MOD P0005	8	/16/2010				
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VISION		1	1				1 1
VISEON							
NOISI							
AMATION O	FREVISION: hanges estimated completion d abor funding provided covers	ate to 03/30/11 at	nd provides ad	ditional L	abor/Non-L	abor funding. N	OTE: Additional
	tends the PoP for SUBCLINs			/2011 to 3	3/31/2012.		
AS : EX				S. 40-01. T. 18 1. G 50. S			

FORM 5H-31-00-04

D. SAGULTINA						EN10-02-01	'B"
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W31P4Q-10-C-0003 Attachment 0019 2 of 2

Date SEP 23 2011

FORM \$H-\$1-00-04

ENGINEETIMA SERVICES	INITIAIOUS	ANDOM	
U.S. ARMY AVIATION AND MISSILE COMMA REDSTONE ARSENAL, ALABAMA	AND	ESM NO. EN10-01-02 "B" DATE 9/15/2011	
Provide Software (SW) and System Integration Lab (SILs) Support	W31P4Q-10-		٠
SUBCLIN 0003AC - 11/18/2011 SUBCLIN 0003AE - 10/14/2011	COST ACCOUNT	0.000	
Support coordination of software deliveries and relevant mods     Support Government offerts to generate deliver			

- Support Government efforts to generate, debug, and execute non-system capability review scenarios to independently evaluate software source code
- Review findings/issues provided by the JPO as a result of source code analyses and IV&V activities, includes
  review of findings/issues of subcontractor software where applicable
- 4. Document, receipt, review, and disposition accepted issues
- 5. Attend meetings, VTCs, and/or telecons as requested to support software evaluations
- As applicable support efforts associated with EN10-01-01.

GOVERNMENT FI	UPHESHED EQUIPMENT	DATERE	DUIRED RET	URN DATE	CONDITION OF RE	TURN
To be specified in Sub	-ESMs as required					
RESULTING DOCUMENTATI	ON. HARDWARE, BENEF	ITS AND DELIVERY DATE				-
o be specified in Sub-	ESMs as required					
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REC'T LABOR HOURS						
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MPTRISUBCONTR LBR	S	8	3	5	\$	\$
RAVEL & PER DIEM	\$	3	5	\$	5	3
THER	4	1 5		15	5	3
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	aytheon 15:			CRDS P.O.:		
ONCUPRIENCE SIGNATUR	ES:	As a security of	-			

RAYTHEON IDS	DATE	CMD6 PROJECT OFFICE	DATE
Award	3/17/2010		-
	8/12/2010		
	9/15/11		9/19/11
	1-1-1		41 11
		Award 3/17/2010	Award 3/17/2010 CMD8 PROJECT OFFICE

EXPLAINATION OF REVISION:

- Revision "A": Added Funding

- Rev "B" - Extends the PoP for SUBCLIN 0003AC from 9/30/2011 to 11/18/2011 and SUBCLIN 0003AE from 9/30/2011 to 10/14/2011, and line 6 and updates the amounts based upon EN10-01A.

Sheer I

	-			ESM NO.	EN10-01-02	"B"
DESCRIPTION OF PROPOSED WORK (CONT)					4	
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W31P4Q-10-C-0003 Attachment 0020 2 of 2 Date: SEP 23 2011

## ENGINEERII IG SERVICES MEMORANDUM

						ESM NO.		
U.S. A	U.S. ARMY AVIATION REDSTONE AR			COMM AMA	AND	DATE	10-02-02	"A"
on lary to	-	-	-	-	CONTRACT NO	06/2	3/11	
	Sim	al dion Upg	tracles			10-C-0003		
ESTIMATED COMPLETION DATE		401.000	1,4300		COST ACCOUR			-
03/31/2012								
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AMENDMENT OF SOLICIT	ATION/MODIFICATION	ON OF CONTRAC		ct ID Code s-Pixed-Pen	Page 1 Of 6
2. Amendment/Modification No.	SEP 22 2011	4. Requisition/Purchase	Req No.		o. (If applicable)
FOOD 18 6. Issued By	Code Walled	SEE SCHEDUL  7. Administered By (If o	the transcription of the same	_LJL	Code   522058
US ARMY CONTRACTING COMMAND  AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280	Code W11P4Q	DCMA RAYTHEON TI 50 APPLE HILL DI M/S T2PR2 TEWKSBURY MA 0:	WKSBURY		Code   \$2205A
	8	SCD	A PAS NONE	AD	P PT HQ0337
Name And Address Of Contractor (No.	Street, City, County, State and 2		5000	nent Of Solicitati	
RAYTHEON COMPANY 350 LOWELL ST ANDOYER, MA 01810-4400			#	See Item 11)	nggates en es
		1	10A. Modifi	ention Of Contra	ct/Order No.
		1	W31P4Q-10	-C-0003	
TYPE BUSINESS: Large Business	Performing in U.S.		-	(See Item 13)	
ode 05716 Facility Code			2003MAR17		
	11. THIS ITEM ONLY APPLI	ES TO AMENDMENTS (	F SOLICITATIO	ONS	
ACKNOWLEDGMENT TO BE RECE SPECIFIED MAY RESULT IN REJE- may be made by telegram or letter, pro- hour and date specified.  2. Accounting And Appropriation Data (	CTION OF YOUR OFFER. If by vided each telegram or letter mai if required)	virtue of this amendmen	you desire to che	nge an offer aire	edy submitted, such change
ACRN: AC NET INCREASE: \$320,27		O MONIFICATIONS OF	CONTRACTS	DDDDC	
KIND MOD CODE: G	THIS ITEM ONLY APPLIES T It Modifies The Contra	ct/Order No. As Describe		KDEKS	
A. This Change Order is Issued Pu The Contract/Order No. In Ite			The	Changes Set For	th In Item 14 Are Made In
B. The Above Numbered Contract			(such as changes	in paying office,	appropriation data, etc.) Set
C. This Supplemental Agreement I	s Entered Into Pursuant To Auth	nority Of:	EMENT OF BOTH	PARTIES	
D. Other (Specify type of modifica	tion and authority)				
IMPORTANT: Contractor	s not, sign c	his document and return	Word market differ	copies to the Issa	uing Office.
1. Description Of Amendment/Modificat			ion/contract subj	ect matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION	N =				
except us provided herein, all terms and c ffect.	anditions of the document refere	nced in item 9A or 10A, a	heretofore chan	ged, remains uncl	hunged and in full force and
/ (Signature of person authorized to	15C. Date Signed 9/23/1	f I			23 Sept 2
SN 7510-01-152-8070 REVIOUS EDITIONS UNUSABLE		30			M 30 (REV, 10-83) FAR (48 CFR) 53.243

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00018

Page 2 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00018) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES total Material/ODC Dollars from CLIN 8003.

A-3 AS A RESULT OF THIS MODIFICATION SLIN 0003AU IS ESTABLISHED IN THE TOTAL AMOUNT OF



AND IS REFLECTED AS FOLLOWS:

CLIN ESM PRON HOURS DOLLAR

0003AU EN11-04 4M1J741800

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLIN: 0003AU HAS A PERIOD OF PERFORMANCE FROM 1 OCTOBER 2011 THROUGH 30 JANUARY 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 003AU IS REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$320,271 FROM \$4,223,997.00 TO \$3,544,268.00.

A-8 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0018 \*\*\*

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00018

Page 3 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total PCL COST TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FER CPFF COMPOSITE HOURLY RATE IS (End of narrative B002) FY11 OPTION ESM EN11-04 0003AU NOUN: 10050 PRON: 4M1J741800 ACRN: AC AMS CD: 172419E5551 Estimated Cost COM Fixed Fee Total ESM Description Hours EN11-04 Engineering Material/ODC N/A COMPOSITE HOURLY RATE IS

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 6

PHN/SHN W31P4Q-10-C-0003 MOD/AMD PODO18 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in support of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 001 30-JAN-2012

Reference No. of Document Being Continued

MOD/AMD P00018

Page 5 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

LINE

AMS CD/ OBLG

ITEM MIPR 0003AU 4M1J741800

STAT JO NO ACRN 2 14MJLE AC

172419E5551

PRIOR AMOUNT

PIIN/SIIN W31P4Q-10-C-0003

INCREASE/ DECREASE

CUMULATIVE AMOUNT 320,271.00

NET CHANGE \$ 320,271.00

AC

ACRN ACCOUNTING CLASSIFICATION

21 12040000015L5L68P1724192516 801021

W31G3H

INCREASE/ DECREASE 320,271.00

NET CHANGE \$

320,271.00

PRIOR AMOUNT

OF AWARD

3,223,997.00

INCREASE/DECREASE

AMOUNT 320,271.00 \$

CUMULATIVE

OBLIG AMT

NET CHANGE FOR AWARD: \$

\$

3,544,268.00

LINE

ITEM

ACRN EDI/SFIS ACCOUNTING CLASSIFICATION

UAEOOO

21 111220400000 W31G3H 15L5L68172419E555125164M1J741800 14MJLE4M5 S01021

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00018

Page 6 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Addenda

Title

Date 19-SEP-2011

Number of Pages

Transmitted By

Attachment 0021

ENGINEERING SERVICES MEMORANDUM EN11-04

002

EMAIL

RAYTHEON COMPANY

000343

ENGINE	ERING S	SER!	/ICES	MEMOR	RANDUM	FORM 5H-31-60-04
U.S. ARMY AVIA				AND	EN11-04	
	REDSTONE ARSENAL, ALABAMA					
PROJECT TITLE				MATERIAL NO.	9/19/11 10-C-0003	
ESTIMATED COMPLETION DATE OF ESM				COST ACCOUNT		
01/30/12 DESCRIPTION OF PROPOSED WORK	Nine					
GOVERNMENT FURNISHED EQUIPMENT	I DATE REC	HUDEN	RETURN	DAYE	CONOMION OF RE	TIME
To be specified in Sub-ESMs as required	STATE AND		ne rom		CONDITION OF ILE	
RESULTING DOCUMENTATION, HARDWARE, BENEF	ITS AND DELINERY DATE					
To be speafed in Sub-ESMs as required	III AND DELIVER I DATE					
To be specified in Sub-ESMs as required						
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COMPTRISUBCONTRUBE \$	5	3		5	3	1
RAVEL & PER DIEM \$	5	5		5	5	1
OTHER '	1	1		1	1	\$
TOTAL S	1	8		\$	2	5
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CONCURRENCE SIGNATURES:						
ORIGINAL		DAT	<del></del>			DATE
REVISION		9/19	11			9/19/11
REVISION						
UENISION B.			-+			_
REVISION			-	_		-
REVISION						
XPLANA TION OF REVISION:						
Origina I: Period of Performance is ex	pected to be from	Octobe	r 2011 to 3	0 January 2012.		

FORM 5H-31-00-04

				EN11-04					
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W31P4Q-10-C-0003 Attachment 0021 2 of 2 Date: **SEP 23 2011** 

AMENDMENT OF SOLICIT	TATION/MODIFICATION	ON OF CONTRACT	1. Contract ID Code Cost-Plus-Pixed-Fee	Page 1 Of 6
2. Amendment/Modification No.	SEP"23" 201	4. Requisition/Purchase Req	No. 5. Project	t No. (If applicable)
. Issued By	Code W31P40	7. Administered By (If other		Code 52201
US ARMY CONTRACTING COMMAND		DCMA RAYTHEON TENKS	BURY	
		50 APPLE HILL DRIVE		
		M/S T2FR2		
AMCOM CONTRACTING CENTER		TEWKSBURY NA 01876	-1198	
REDSTONE ARSENAL AL 35898-5280				
	1907	SCD A	PAS NONE	ADP PT HQ0137
Name And Address Of Contractor (No.	, Street, City, County, State and Z	ip Code)	9A. Amendment Of Solicie	tation No.
RAYTHEON COMPANY	1 10 /2 10 10 10 10			
150 LOWELL ST				
ANDOVER, MA 01810-4400			9B. Dated (See Item 11)	
		[2]	10A. Modification Of Con	itract/Order No.
		x		ACTION CONTROL CONTROL
TYPE BUSINESS: Large Business	Bandana in D.S.		W31P4Q-10-C-0003	
			10B. Dated (See Item 13)	
Code 05716 Fuellity Code			2003MAR17	
	11. THIS ITEM ONLY APPLIE			
The above numbered solicitation is a	mended as set forth in Item 14. T	he hour and date specified for	receipt of Offers	
is extended, is not exten				
Offers must acknowledge receipt of thi	s amendment prior to the hour an	d date specified in the solicita	tion or as amended by one o	f the following methods:
(a) By completing items 8 and 15, and				nendment on each copy of the
offer submitted; or (c) By separate lett ACKNOWLEDGMENT TO BE RECI				
SPECIFIED MAY RESULT IN REJE				
may be made by telegram or letter, pro				
hour and date specified.				
<ol> <li>Accounting And Appropriation Data ( NO CHANGE TO OBLIGATION DATA</li> </ol>	(ii required)			
TO GEOGRAPH DATA				
KIND MOD CODE: G	. THIS ITEM ONLY APPLIES TO It Modifies The Contra	O MODIFICATIONS OF CO evOrder No. As Described In		
A. This Change Order is Issued Po			The Changes Set I	Forth In Item 14 Are Made In
B. The Above Numbered Contract			ch as changes in paying offi	ce, appropriation data, etc.) Se
C. This Supplemental Agreement	Is Entered Into Pursuant To Auth	ority Of:	NT OF BOTH PARTIES	
D. Other (Specify type of modifica	ition and authority)	Hotona Hansaria	ar de la constant	
		ble document and nature	conlex to the	Jasuing Office.
4. Description Of Amendment/Modificat	tion (Organized by IICE section be	his document and return	contract subject matter who	AND THE PROPERTY OF THE PROPER
Terror of American States	non (organized by o'cr section in	and the state of t	Contract subject manter was	tre reasons,
SEE SECOND PAGE FOR DESCRIPTION	W.			
The second rate for suscentring				
scept as provided herein, all terms and	conditions of the document refere	need in Item 9A or 10A, as her	etofore changed, remains u	nchanged and in full force and
lect.	202 2000 - 2000	T		
		164 Name And Title	Of Contracting Officer (Ty	ne or print)
Bet	15C. Date Signed			Hotel Pric Signer
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-	19/23/1	1		E3 51 2
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Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00019

Page 2 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-2 THE FOLLOWING PERIOD OF PERFORMANCE CHANGES ARE MADE ON ENGINEERING SERVICE MEMORANDUMS (ESMS)/SUB-ENGINEERING SERVICE MEMORANDUMS (SUB ESMS):

ESM	SLIN	FROM	TO
LOG 11-01 REV A	0003AS	30 SEPT 2011	31 AUG 2012
LOG 11-01 RBV A	0003AT	30 SEPT 2011	31 AUG 2012
EN 11-01 REV A	0003AG	30 SEPT 2011	31 MAR 2012
EN 11-01 REV A	0003AH	30 SEPT 2011	31 MAR 2012
LOG 11-02 REV A	0003AQ	30 SEPT 2011	30 SEPT 2012
LOG 11-02 REV A	0003AR	30 SEPT 2011	30 SEPT 2012
EN 11-02 REV A	0003AL	30 SEPT 2011	31 MAR 2012
EN 11-02 REV A	MAEOOD	30 SEPT 2011	31 MAR 2012

A-3 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0019 \*\*\*

A-1 BY EXECUTION OF THIS MODIFICATION (P00019) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.

Reference No. of Document Being Continued

MOD/AMD P00019

Page 3 of 6

PHN/SHN W31P4Q-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 SECURITY CLASS: Unclassified 0003AG HR FY11 OPTION ESM EN11-01 LABOR NOUN: 790 PRON: 4M1J733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Destination Deliveries or Performance PERF COMPL DLVR SCH QUANTITY REL CD DATE 31-MAR-2012 001 HAEDOO FY11 OPTION BSM EN11-01 MATERIAL/ODC NOUN: 790 PRON: 4MIJ733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL QUANTITY REL CD DATE 31-MAR-2012 0003AL FY11 OPTION ESM EN11-02 LABOR HR NOUN: PRON: 4M1MMICST2 PRON AMD: 02 ACRN: AC AMS CD: 172419E5500 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination

Reference No. of Document Being Continued

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MOD/AMD P00019

Page 4 of 6

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	AMS CD: 172419E5500  Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination  Deliveries or Performance				
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0003AQ	FY11 OPTION BSM LOG11-02 LABOR  NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551		HR		\$
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 30-SEP-2012				
0003AR	FY11 OPTION ESM LOG11-02 MATERIAL/ODC  NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				\$
	NHS CD: 1/641985551				

Reference No. of Document Being Continued PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00019

Page 5 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO AMOUNT SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL QUANTITY REL CD DATE 001 30-SEP-2012 0003AS HR FY11 OPTION ESM LOGI1-01 LABOR NOUN: PRE-LRIP WHOLE LIFE PRON: 4M1J740700 PRON AMD: 02 ACRN: AC AMS CD: 172419E5551 Inspection and Acceptance ACCEPTANCE: Destination INSPECTION: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 31-AUG-2012 001 0003AT FY11 OPTION ESM LOG11-01 MATERIAL/ODC NOUN: PRE-LRIP WHOLE LIFE PRON: 4M1J740700 PRON AMD- 02 ACRN: AC AMS CD: 172419E5551 Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD QUANTITY DATE 001 31-AUG-2012

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00019

Page 6 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 0022	ENGINEERING SERVICES MEMORANDUM LOGI1-01 REV A	12-SEP-2011	002	EMAIL
Attachment 0023	ENGINEERING SERVICES MEMORANDUM EN11-01 REV A	12-SEP-2011	002	BMAIL
Attachment 0024	ENGINEERING SERVICES MEMORANDUM LOGI1-02 REV A	12-SEP-2011	003	EMAIL
Attachment 0025	ENGINEERING SERVICES MEMORANDUM EN11-02 REV A	12-SEP-2011	002	EMAIL

RAYTHEON COMPANY

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FORM 5H-31-00-04

LOG11-01 REV "A"

DESCRIPTION OF PROPOSED WORK (CON'T)

#### 1. Perform Availability Management Planning

Organization of tasks required to perform Availability Management in preparation for JLENS LRIP. Includes scheduling, prioritization, migration of lessons learned, system level oversight of End of Life/End of Service Life (EOL/EOSL) thresholds for all externally procured and internally fabricated Lowest Replaceable Units(LRUs) throughout the system's POP (March 2011- May 2012). Also includes establishment and oversight of system Availability Risk Level (ARL) and development and implementation of asset availability and obsolescence mitigation strategies. Additionally provide Availability Management lead role, EVMS management, and customer interface.

### 2. Coordinate Mitigation Strategies

Coordinate mitigation strategies for parts obsolescence and availability issues as they arise during the Pre-LRIP phase of the program. Coordinate Rapid Response Team action items to support Investigation Requests (IR). Address problematic design issues as requested by the Subject Matter Experts (SMEs).

Provide Availability Management program meeting support by preparing for and attending weekly program support meetings, design reviews, IPDS reviews, system reviews, team meetings, and any other regularly scheduled program meetings and events as required. Provide weekly and monthly subcontractor progress reviews and attend customer Monthly meeting (VTC or Teleconference). As required obtain SME support from subcontractors TCOM and Raytheon SAS.

#### 3. Periodic Transfer of Data to JPO to Incorporate Into Their Controlled Website

Accommodate web based reporting needs of JLENS program. Task to include the expansion of the current reporting capabilities within the Availability Dashboard. This task requires incorporation of all pertinent LRIP data structures and inputs into current reporting databases. Availability management data can be periodically (i.e. daily, weekly, etc.) transferred to JPO for incorporation into their controlled website.

#### 4. Deliver Planning and Assessment Reports

Prepare monthly availability assessment reports and weekly Availability Management highlights to summarize activities and accomplishments. Inputs include tasks, status, and issues encountered during previous period. Deliver final summary availability assessment report at completion of contract period.

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FORM SH-31-00-04

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W31P4Q-10-C-0003 Attachment 0023 2 of 2 Date: SEP 23 2011

FORM 5H-31-00-04

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RAYTHEON COMPANY

### **ENGINEERING SERVICES MEMORANDUM**

FORM \$H-31-00-04

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DESCRIPTION OF PROPOSED WORK (CONT)

Business Case Analysis (BCA). Per the Army's Business Case Analysis Policy (dated 8/18/05), a BCA provides a comprehensive examination of the expected benefits, costs, and savings that would result from the implementation of alternative product support strategies. The BCA will assess the feasibility of pursuing potential JLENS Interim Support sourcing/support alternatives for Orbits 1 and 2 and will include the following tasks::

a. Define Mission/Operations Requirements and Sustainment Metrics

Provide assistance to the Government in developing, and then document the mission, CONOPS, and operations requirements for SDD Orbits. I and 2 at their defined deployment sites. Provide assistance to the Government in updating (as required) the Key Performance Parameter/Key System Attribute (KPP/KSA) parameters for the JLENS sustainment system. These KPP/KSA parameters may include Materiel Availability, Materiel Reliability, Mean Down Time, Materiel Ownership Cost and/or additional sustainment enabler metrics.

b. Perform Sustainment and Modeling Simulations

Modeling and Simulations (M&S) are effective tools in the supportability analysis and evaluation process because all the sustainment/materiel readiness driver metrics and costs can be considered in parallel. Consequently, the sustainment M&S objective will be to use validated models to consider materiel availability/readiness implications and nonrecurring and recurring life cycle costs when assessing the merits of sustainment alternatives. The support environments for SDD Orbits 1 and 2 will be optimized for speed of deployment, readiness, and cost by a) developing a system dynamic model that focuses on interdependencies, feedback effects, time dependencies, causal relationships, and trends to simulate the real world of a deployed JLENS system and b) updating the existing JLENS life cycle cost model.

c. Perform Supportability Requirements Definition

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the required maintenance and sustainment concepts and the systems' physical, maintenance and operational environments. Develop and document an optimized manpower and personnel staffing approach and minimal logistics footprint.

#### d. Perform Depot Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to the sustainment supply chain (i.e. Government, OEM, or 3PL), depot logistics (transportation, warehousing, cross-docking, inventory management, packaging, and freight forwarding), depot operations (i.e. Organic, PPL, OEM, or COTS vendors), and FRACAS process.

(continued below)

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Sheet 2

e. Perform Support System Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, determine and document the best fit interim support contracting approach most likely to achieve the Government's readiness and cost requirements for SDD Orbits 1 and 2. Perform and document trade-offs to determine the optimum approach to configuration management, sparing and repairs, asset visibility, support and test equipment, training and technical documentation, reachback and software support.

f. Perform Site and Facilities Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to packing and shipping, site preparation and installation, security, facilities, operations, maintenance, and administrative staffing, and site communications.

g. Perform Sensitivity and Risk Analyses and Develop Conclusions and Recommendations

Conduct a sensitivity analysis to determine how much each alternative must change in certain key areas or variables to be preferred over the best alternative. Make a risk assessment to determine potential interim support problem areas, the likelihood of these problems occurring, and mitigation strategies. Perform a final assessment of the BCA results and provide a recommended approach for JLENS Orbits 1 and 2 interim support.

The BCA will be documented according to the Army's Business Case Analysis Policy and per the following outline:

- I. Executive Summary
- II. Introduction/Overview
- III. Methods and Assumptions
- IV. Business Impacts
- V. Sensitivity and Risks
- VI. Conclusions and Recommendations

The Interim Support Business Case Analysis will be conducted in two phases. Phase I will be a limited scope BCA intended to provide recommendations to the JPO on interim support options. It is the starting point in the process of evaluating and selecting sourcing/support alternatives. A follow on Phase II BCA will build on the initial limited scope BCA, evaluating the interim support options approved by the JPO and providing specific interim support recommendations. This initial ESM is to fund the Phase I, limited scope BCA.

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W31P4Q-10-C-0003 Attachment 0024 3 of 3 Date SEP 23 2011 RAYTHEON COMPANY

<b>ENGINEERING</b>	<b>SERVICES</b>	MEMORA	NDUM
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FORM 5H-31-00-04

	U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA								DATE	REV "A"
	OMPLETION DATE OF ES	w					/v	V31P4Q-1	09/12/2013 0-C-0003	1
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PAYTHEON COMPANY

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

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W31P4Q-10-C-0003 Attachment 0024 2 of 2 Date **SEP 23 2011** 

AMENDMENT OF SOLICITATION/MODIFICATION	1. Contract ID Code Cost-Plus-Fixed-Fee	Page 1 Of 6	
SEP 2 8 201h	Requisition/Purchase Req	The second second second second second	(No. (If applicable)
POCO20 Code WINDAO 7.	SEE SCHEDULE		JL 0012 11
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V	SCD A		ADP PT HQ0337
Name And Address Of Contractor (No., Street, City, County, State and Zip	Code)	9A. Amendment Of Solici	tation No.
RAYTHRON COMPANY			
350 LOWELL ST		9B. Dated (See Item 11)	
ANDOVER. NA 01610-4400			
	x	10A. Modification Of Con	tract/Order No.
TYPE BUSINESS: Large Business Performing in U.S.	5	W31P4Q-10-C-0003	
ode 05716 Facility Code		10B. Dated (See Item 13) 2003MAR17	
11. THIS ITEM ONLY APPLIES	TO AMENBMENTS OF S		-0.00
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The above numbered solicitation is amended as set forth in item 14. The	hour and date specified for	receipt of Offers	
is extended, is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and d	ate specified in the solicitat	ion or as amended by one o	f the following methods:
(a) By completing items 8 and 15, and returning copies of the	amendments: (b) By acknowledge	wledging receipt of this an	rendment on each copy of the
offer submitted; or (c) By separate letter or telegram which includes a refer			
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNAT SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by vir	ED FOR THE RECEIPT	OF OFFERS PRIOR TO T	HE HOUR AND DATE
may be made by telegram or letter, provided each telegram or letter makes			
hour and date specified.			
2. Accounting And Appropriation Data (If required)	3113-4113-4		
ACRN: AA NET DECREASE: -\$101.00			
13. THIS ITEM ONLY APPLIES TO N	AODIFICATIONS OF CO	NTRACTS/ORDERS	
XIND MOD CODE: G II Modifies The Contract/C	Order No. As Described In	Item 14.	
A. This Change Order is Issued Pursuant To:		The Changes Set I	Forth In Item 14 Are Made In
The Contract/Order No. In Item 10A.	designation (the control of	h as the same to send a set	
B. The Above Numbered Contract/Order Is Modified To Reflect The A Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	dministrative Changes (su	th as changes in paying offi	ce, appropriation data, etc.) Set
C. This Supplemental Agreement is Entered into Pursoant To Authorit	y Of:	YT OF BOTH PARTIES	
D. Other (Specify type of modification and authority)			10.701
	document and return		Issuing Office.
. Description Of Amendment/Modification (Organized by UCF section head	ings, including solicitation/	contract subject matter who	ere feasible.)
SEE SECOND PAGE FOR DESCRIPTION			
cept as provided herein, all terms and conditions of the document reference: bet.	d in item 9A or 10A, as her	etofore changed, remains u	nchanged and in full force and
A North Addition of the Control of t	164 Name And Title	M Contracting Officer (Tre	ne or print)
15C. Date Signed			Date Signed
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N 75-40-01-152-8070			REV. 10-83)
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CONTINUATION SHEET	Reference No. of Document Be	Page 2 of 6	
CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00020	

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00020) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS OF MODIFICATION, THIS MODIFICATION RE-ALIGNS ENGINEERING SERVICES MEMORANDUM PM/CM 10-01 MATERIAL DOLLARS TO LABOR HOURS UNDER THE FOLLOWING:



A-3 AS A RESULT OF THIS MODIFICTAION SLIN 0001AA IS REVISED TO SHWO THE TOTAL MATERIAL/ODC DOLLARS RE-ALIGNED TO SLIN 0001AB AS DIRECT LABOR HOURS. SLIN 0001AB IS REDUCED BY FROM TO \$0. CLIN 0001AA IS INCREASED BY TOTAL NUMBER OF HOURS AND INCREASED BY A TOTAL AMOUNT OF

A-4 THE BREAKOUT OF HOURS AND ASSOCIATED COSTS FOR SLINS 0001AA AND 0001AB ARE REPLECTED IN SECTION B OF THIS MODIFICATION, SECTION J REFLECTS THE REVISED ENGINEERING SERVICES MEMORANDUM PM/CM101-01 REV E AS ATTACHMENT 0026.

A-5 BY EXECUTION OF THIS MODIFICATION, SLIN 0003AU COST BREAKOUT IS CORRECTED FROM:



A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL AMOUNT OF THE CONTRACT IS DECREASED BY \$101 FROM \$5,298,585.00 TO \$5,298,48.00.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

\*\*\* END OF NARRATIVE A0020 \*\*\*

0001AB

FY10 BASIC ESM PM/CM10-01 MATERIAL/ODC

FROM

BY

ACRN: AA

TO

NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02

AMS CD: 172419E5551

DIRECT LABOR HOURS DIR LABOR & BURDEN\_

MATERIAL TOTAL

CONTINUATION SHEET

### Reference No. of Document Being Continued

Page 3 of 6

PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00020 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0001 SECURITY CLASS: Unclassified 0001AA FY10 BASIC ESM PM/CM10-01 LABOR HR NOUN: IV&V SPT & PROG/CONF PRON: 4M0J731300 PRON AMD: 02 ACRN: AA AMS CD: 172419E5551 FROM TO DIRECT LABOR DIR. LABOR & BURDEN Description PM/CM10-01 REV B PM/CM Labor COMPOSITE HOURLY RATE (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 31-OCT-2011

### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00020

Page 4 of 6

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	(End of narrative B002)				
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Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

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ITEM MIPR

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Page 5 of 6

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CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00020

SECTION J - LIST OF ATTACHMENTS

List of Addenda Title

Number

Attachment 0026

ENGINEERING SERVICES MEMORANDUM PM/CM10-01 REV E

Date 23-SEP-2011 of Pages

Transmitted By EMAIL

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA					PM/CM10-01 "E"  DATE  09/22/2011		
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FORM 6H-31-00-04

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W31P4Q-10-C-0003 Attachment 0026 2 of 2 Date: SEP 2 6 2011

AMENDMENT OF SOLICITA	ATION/MODIFICATION	ON OF CONTRACT	1. Contract ID Code Cost-Flus-Fixed-Fee	Page 1 Of 3
2. Amendment/Modification No.	OCT 21 201	4. Requisition/Purchase Req 1	No. 5. Project N	o, (If applicable)
6. Issued By	Code W31P4Q	7. Administered By (If other t		Code S2205
US ARMY CONTRACTING COMMAND  AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280		DCMA RAYTHEON TEWKSE 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876-		
		SCD A	PAS NONE AD	P PT HQ0337
8. Name And Address Of Contractor (No., S	street, City, County, State and Z	ip Code)	9A. Amendment Of Solicitati	on No.
RAYTHEON COMPANY				
350 LOWELL ST			9B. Dated (See Item 11)	
ANDOVER, MA 01810-4400				
		×	10A. Modification Of Contre	ici/Order No.
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TYPE BUSINESS: Large Business Fe	ertorming in U.S.		10B. Dated (See Item 13)	
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The above numbered solicitation is amo	II. THIS ITEM ONLY APPLIE			
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CONTINUATION SHEET	Reference No. of Document Be	Page 2 of	
CONTINUE ATTOM SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00021	

SECTION A - SUPPLEMENTAL INFORMATION

A-1 BY EXECUTION OF THIS MODIFICATION (P00021) THE FOLLOWING IS INCORPORATED INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUION OF THIS MODIFICATION THE ATTACHED GPE LIST UNDER THE SUBJECT JLENS CONTRACT, IS TRANSPERED FROM CONTRACT W31P4Q-10-C-0003 TO AIR FORCE CONTRACT FA8002-10-D-0541 PER THE ATTACHMENT 0027.

A-3 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED ADM IN FULL FORCE EFFECT.

\*\*\* END OF NARRATIVE A0021 \*\*\*

Reference No. of Document Being Continued

MOD/AMD P00021

Page 3 of 3

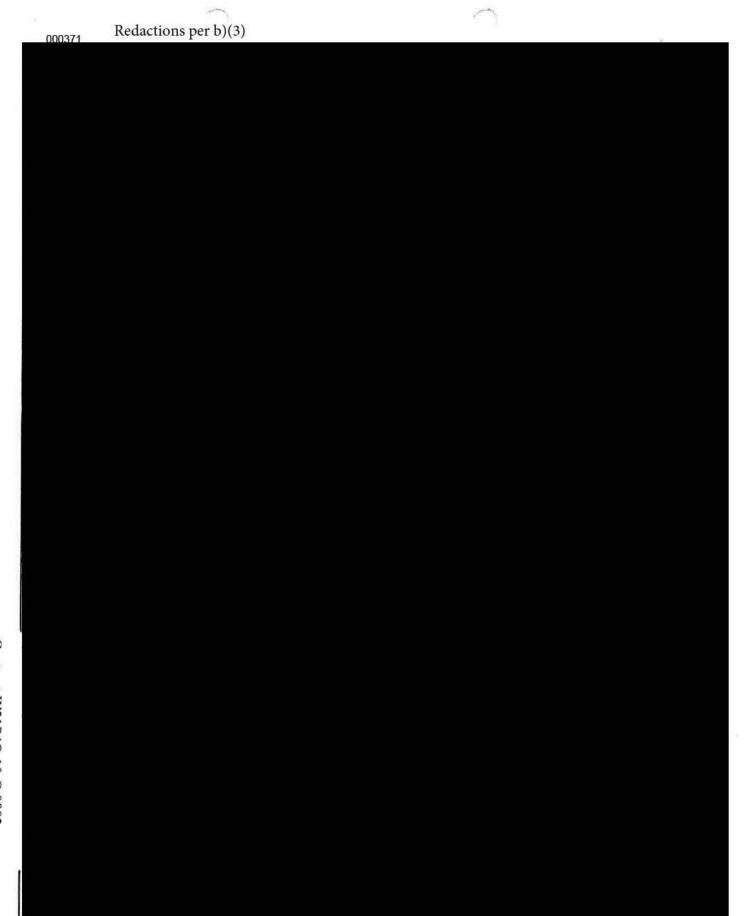
Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Number

Addenda Title Date of Pages Transmitted By
Attachment 0027 GOVERNMENT FURNISHED SQUIPMENT TRANSFER TO FA8002-10-D-0541 06-OCT-2011 001 EMAIL

PHN/SHN W31P4Q-10-C-0003



TANDETT OF S	OLICITATION/MODIFICATI	ON OF CONTRACT	1. Contract ID Code Cost-Plus-Fixed-Pes	Page 1 Of 7
2. Amendment/Modification N	OCT 2 7 201	4. Requisition/Purchase Req		No. (If applicable)
, Issued By	Code   #31P40	7. Administered By (If other		Code   52205
AMCOM CONTRACTING CENTREDSTONE ARSENAL AL 3	TER	DCMA RAYTHEON TEMAS SO APPLS HILL DRIVE M/S T2FR2 TEMASBURY MA 01876		
	- v-	SCD A	PAS NONE A	DP PT HQ0337
J. Name And Address Of Conti	ractor (No., Street, City, County, State and 2	Lip Code)	9A. Amendment Of Sollcita	ition No.
RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400	0		9B. Dated (See Item 11)	- 11100
		×	10A. Modification Of Cont	ract/Order No.
TYDE WIETVESS. I	Dunings Dayfayain in the		W31P4Q-10-C-0003	
	Business Performing in U.S.		10B. Dated (See Item 13)	Thinks.
FA	cility Code	COMO AMPRIMA PRIMA O CO	2003MAR17	
	II. THIS ITEM ONLY APPLII			
hour and date specified.  2. Accounting And Appropriation  ACRN: AD NET INCREASE:	\$102,724.00			
KIND NOD CODR: G	13. THIS ITEM ONLY APPLIES TO It Modifies The Contra	O MODIFICATIONS OF CO.		
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C. This Supplemental A	greement is Entered into Pursuant To Auth	ority Of: PAR 43.103 (A)	(3)	
D. Other (Specify type o	f modification and authority)			
IMPORTANT: Contracto	or is not, is required to sign th	his document and return	copies to their	ruing Office.
Description Of Amendment	Modification (Organized by UCF section he	adings, including solicitation/c	ontract subject matter when	e fensible.)
				40 (15 to 60 REM)
SEE SECOND PAGE FOR DE	SCRIPTION			
xcept: #3 provided herein, all (1	erms and conditions of the document referen	nced in Item 9A or 10A, as here	tofore changed, remains un-	
xcept us provided herein, all to			ctofore changed, remains use of Cantracting Officer (Typ.	changed and in full force and
xcept as provided herein, all to				changed and in full force and
	erms and conditions of the document references and conditions are conditions are conditions and conditions are conditionally and conditions are conditionally are condit			changed and in full force and e or print)

000373

#### Reference No. of Document Being Continued Page 2 of 7 CONTINUATION SHEET PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00022

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00022) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES total Material/ODC Dollars from CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION CLIN 0006 MATERIAL IN THE AMOUNT OF ALIGNMENT IS REFLECTED AS FOLLOWS:

IS HEREBY RE-ALIGNED TO CLIN 0004 MATERIAL. THE RE-

CLIN FROM CHANGE 0006 0004

SLIN 0004AA AND 0004AB ARE ESTABLISHED IN THE TOTAL AMOUNT OF

SLIN ESM PRON CATEGORY TOTAL PM/CM12-01 4M2J710300 LABOR 0004AB PM/CM12-01 4M2J710300 MATERIAL/ODC TOTAL

SLIN 0004AA HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012. SLIN 0004AB HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 0004AA AND 0004AB ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$102,724 FROM \$5,298,484 TO \$5,401,208

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL PORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0022 \*\*\*

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00022

Page 3 of 7

Name of Offeror or Contractor: RAYTHBON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total PCL COST G&A TCL COST (W/O COM COST OF MONEY FEE CPFF Hours Exercised Remaining Description ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0004AA HR FY 12 OPTION ESM PM/CM12-01 LABOR NOUN: 10188 PM/CM FY12 OPT ACRN: AD PRON: 4M2J710300 PRON AMD: 01 AMS CD: 172419E555L Estimated Cost Fixed Fee Total Description PM/CM12-01 PM/CM Labor

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00022

Page 4 of 7

Name of Offerer or Contractor: RAYTHEON COMPANY ITEM NO QUANTITY UNIT UNIT PRICE AMOUNT SUPPLIES/SERVICES FROM BY TO DIRECT LABOR DIR. LABOR & BURDEN COMPOSITE HOURLY RATE (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL REL CD 30-SEP-2012 001 0004AB FY12 OPTION ESM PM/CM12-01 MATERIAL/ODC NOUN: 10188 PM/CM FY12 OPT PRON: 4M2J710300 PRON AMD: 01 ACRN: AD AMS CD: 172419E555L Estimated Cost COM Fixed Fee Total ESM Description PM/CM12-01 PM/CM MATERIAL/ODC RY MATERIAL Description PM/CM12-01 PM/CM MATERIAL/ODC (End of narrative B001)

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00022

Page 5 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO AMOUNT QUANTITY UNIT UNIT PRICE SUPPLIES/SERVICES Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DLVR SCH PERF COMPL QUANTITY REL CD DATE 30-SEP-2012 0006 FY14 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY14 Labor Material Total PCL COST G&A TCL COST (W/O COM COST OF MONEY PEE CPFF Hours Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Material Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE CPFF (End of narrative B001)

Reference No. of Document Being Continued Page 6 of 7 CONTINUATION SHEET PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00022 Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ AMS CD/ LINE OBLG INCREASE/ CUMULATIVE ITEM MIPR STAT JO NO ACRN PRIOR AMOUNT DECREASE AMOUNT 0004AA 4M2J710300 1 24MJLE AD 172419B555L 0004AB 4M2J710300 1 24MJLE AD 172419B555L

ACRN ACCOUNTING CLASSIFICATION DECREASE
AD 21 22040000025L5L68P1724192516 S01021 W31G3H

NET CHANGE \$ 102,724.00

102,724.00

NET CHANGE

PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE
OF AWARD AMOUNT OBLIG AMT
NET CHANGE FOR AWARD: \$ 5,298,484.00 \$ 102,724.00 \$ 5,401,208.00

NET CHANGE FOR AWARD: \$ 5,298,484.00 \$ 102,724.00 \$ 5,401,208.00

 000378

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00022

Page 7 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda

Title

Date

Number of Pages

Transmitted By

Actachment 0028 ENGINEERING SERVICES MEMORANDUM (ESM) PM/CM12-01

RATTHEON COMPANY

	RMY AVIATI REDSTONE				AND		PM/CM12	
ROJECT TITLE	70.10				CONTRAC	T NO.	10/13/2011	
JLENS Program Mana	gement / Config	guration Mana	agemen	FY12 Op	tion W31P4	Q-10-C	-0003	
9/30/2012 DESCRIPTION OF PROPOSED WO					COSI ACI	20041		
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MOD P00022 ATTACHMENT 0028

DATE:

FORM \$H-31-00-84

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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MOD P00022 ATTACHMENT 0028 DATE:

PAGE 2 of 2

FORM 8H-31-00-04

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JLENS Program Management / Configuration Management FY12 Option  SETIMATED COMPLETION DATE OF ESM  9/30/2012  DESCRIPTION OF PROPOSED WORK  Performance of Program Management and Document / Configuration Management full Description of Program Management and Document / Configuration Management full JLENS Engineering Services Program to include:  Program Management  Cost Control  Develop support plan for ESMs and Sub-ESMs as required  Document and deliver CDRLs  Configuration Control  ESMs shall be generated IAW the SOW. Cost and performance reports shall be provided.  GOVERNMENT FURNISHED EQUIPMENT  DATE REQUIRED  RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE  ESTIMATED COST  ** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L.  ORIGINAL SEDIE CHANGE CHANGE CHANGE CHANGE CHANGE  ORIGINAL SEDIE SEDIES SED	W-1550-1
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FORM 5H-31-00-04

DESCRIPTION OF BROADS				PM/CM12-0	1
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MOD P00022

DATE: 0 2 6 201

PAGE 2 of 2

AMENDMENT OF SOLICI	TATION/MODIFICATI	ON OF CONTR.	ACT	1. Contract II		Page 1 Of 8
2. Amendment/Modification No.	DFC 0.9 2011	4. Requisition/Purchs			5. Project N	o. (If applicable)
. Issued By	Code N31P4Q	7. Administered By (1	_	than Item 6)	- Gu	Code S220
US ARMY CONTRACTING COMMAND  ARCON CONTRACTING CENTER REDSTONE ARSENAL AL 35858-528		DCMA RAYTHBON 50 APPLE HILL M/S TIFR2 TEMESBURY MA	TENKS	BURY		3220
	9	sc	DA	PAS NONE	AD	PPT HQE337
. Name And Address Of Contractor (N	., Street, City, County, State and	Zip Code)	П	9A. Amendment	Of Solicitati	on No.
RAYTHEON COMPANY				13		
350 LOWELL ST				9B. Dated (See I	(tem 11)	
ANDOVER, MA 01810-4400		5.				
		1	X	19A. Modificati	on Of Contra	et/Order No.
		f	_	W31P40+10-C-0	0003	
TYPE BUSINESS: Large Business	Performing in U.S.			10B. Dated (See	Item 13)	
Code 05716 Facility Cod	le			2003HAR17	- MET DE 420(\$6)	
	11. THIS ITEM ONLY APPLI	ES TO AMENDMENT	SOFS	OLICITATIONS		
Offers must acknowledge receipt of the completting items 8 and 15, and offer submitted; or (c) By separate let ACKNOWLEDGMENT TO BE RECEIVED MAY RESULT IN REJIMBY be made by telegram or letter, probour and date specified.  2. Accounting And Appropriation Data	returning copies of ter or telegram which includes a re- ELIVED AT THE PLACE DESIGN ECTION OF YOUR OFFER. It be covided each telegram or letter ma	f the amendments: (b) B eference to the solicitati NATED FOR THE REC y virtue of this amendm	y acknon and EIPT ent you	owiedging receipt amendment num OF OFFERS PRI desire to change	of this amen bers. FAILU OR TO THE an offer aire	dment on each copy of the IRE OF YOUR E HOUR AND DATE ady submitted, such change
NO CHANGE TO OBLIGATION DATA						
KIND MOD CODE: G	3. THIS ITEM ONLY APPLIES T It Modifies The Contri	net/Order No. As Descri			ER5	
A. This Change Order is Issued F The Contract/Order No. in I				The Chi	inges Set For	th In Item 14 Are Made In
B. The Above Numbered Contract	tt/Order Is Modified To Reflect Ti o The Authority of FAR 43.103(b).		ges (su	ch as changes in p	aying office,	appropriation data, etc.) So
C. This Supplemental Agreement	Is Entered Into Pursuant To Auth	hority Of:	REEME	NT OF BOTH PAR	TIES	
D. Other (Specify type of modific	ation and authority)					
IMPORTANT: Contractor	is not. Is required to sign t	this document and retur		con	les to the Issu	sine Office
4. Description Of Amendment/Modifica			_			4 20 11 40 11
						NIX TERRITORNEO
SEE SECOND PAGE POR DESCRIPTI	ON					
*						
xcept as provided herein, all terms and	conditions of the document refere	enced in item 9A or 10A,	as her	etofore changed,	remains unci	ranged and in full force and
fect.	50 -404			Of Contracting O		
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						ICC Pate Clause
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may as allowed	100 1.111	-				MAN (BOW 16 SO)
SN 7540-07152-8070 REVIOUS EDITIONS UNUSABLE						M'30 (REV. 10-83) A FAR (48 CFR) 53.24
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CONTINUATION SHEET	Reference No. of Document Be	Page 2 of	
COMMON SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00023	

THE ST STICTOR OF CONTRACTOR. RATTHEON COMP.

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00023) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, THE ENGINEERING HOURS AND DOLLARS AND MATERIAL DOLLARS AT THE CLIN LEVEL ARE HEREBY CORRECTED TO REFLECT THE ACTUAL EXERCISED AMOUNTS.

A-3 AS A RESULT OF THIS MODIFICATION, THE PERIOD OF PERFORMANCE FOR ESM EN11-04 (SLIN 0003AU) IS EXTENDED FROM 30 JAN 12 TO 30 APR 12. THE PERIOD OF PERFORMANCE FOR EN11-04 IS HEREBY CHANGED TO 30 APR 12.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,401,208.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0023 \*\*\*

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00023

Page 3 of 8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FY 10 BASIC JLENS ENGINEERING SERVICES				
	NOUN: BASIC FY10 ENG SVC RANGE OPT SECURITY CLASS: Unclassified				
	FY10 Basic Labor Material Total PCL COST G&A TCL COST (W/O COM) COST OF MONEY				
	CPFF				
	Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL				
	Material Material  Description Material Exercised Remaining				
	ESTIMATED COST COST OF MONEY FIXED FEE CPFF				
	COMPOSITE HOURLY RATE IS FOR				
	(End of narrative BOC1)				
002	FY10 OPTION PERIOD JLENS ENG SRVS				
	SECURITY CLASS: Unclassified				
	FY10 Option Labor Material Total PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF				
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Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00023

age 4 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES AMOUNT QUANTITY UNIT UNIT PRICE ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Material Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Material Total FY11 Labor PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Exercised Remaining Description PM/CM ENGINDERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FEE COMPOSITE HOURLY RATE IS (End of narrative B001) UAE000 FY11 OPTION ESM EN11-04

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00023

Page 5 of 8

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	COST OF MONEY		1 1		
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Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00023

Page 6 of 8

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Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00023

Page 7 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES UNIT PRICE QUANTITY UNIT AMOUNT Material Material Description Material Exercised Remaining ESTIMATED COST COST OF MONEY PIXED FEE CPPF (End of narrative B001)

Reference No. of Document Being Continued

Page 8 of 8

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00023

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Addenda

Transmitted By

Number

of Pages

002

Attachment 0029 ENGINEERING SERVICES MEMORANDUM (ESM) EN11-04"A"

RAYTHEON COMPANY

						ESM NO.		
RI	ITAIVA YI				AND	EN11-04 - Rev "A"		
	EDSTONE	ARSENAL	, ALAE	AMA		DATE		
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Raytheon				СМС	S P.O.1			
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IDS:	RAYTHEON IDS	1	DATE		CMDS PRO	JECT OFFICE	OATE	
ONCURRENCE SIGNATURES:	Web to the order	signed on	DATE O/1 O/-		CMDS PRO	JECT OFFICE	DATE	
DRIGINAL Original issued und	Web to the order	signed on	9/19/	1	CMDS PRO	JECT OFFICE	DATE	
DNCURRENCE SIGNATURES:	Web to the order	signed on		1	CMDS PRO	JECT OFFICE	/1/Zq/ )	
DRICURRENCE SIGNATURES:  ORIGINAL Original issued und 188UE 9/19/11	Web to the order	signed on	9/19/	1	CMDS PRO	JECT OFFICE	11/29/J	
ORIGINAL ORIGINAL ISSUE UNG 19/11	Web to the order	signed on	9/19/	1	CMDS PRO	JECT OFFICE	/1/29/)	
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DRICURRENCE SIGNATURES:  DRIGINAL BSUE REVISION AT A A A A A A A A A A A A A A A A A A	der MOD 18 and		9/19/-	11	CMDS PRO	JECT OFFICE	/1/Zq/)	

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00023 ATTACHMENT 0029 PAGE 1 OF 2

FORM 5H-31-00-04

RAYTHEON COMPANY

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

PIPTION OF PROPOSED WORK (CONT)				EN11-04 -	Rev "A
TONE PLAN (MEASURABLE TASKS CNLY)	START DATE	END DATE	MILESTONE	START DATE	END DATE
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AMENDMENT OF SOLICITAT	TION/MODIFICATI	ON OF CONTRACT	1. Contract ID C		
2. Amendment/Modification No.	3. Effective Date DEC 0 5 21	4. Requisition/Purchase Rec	No. 5.	Project No. (If applicable)	
. Issued By	Code W31P4Q	7. Administered By (If other	than Item 6)	Code	52205
US ARMY CONTRACTING COMMAND  AMCOM CONTRACTING CENTER REDSTONE ARSENAL AL 35898-5280		DCMA RAYTHBON TEWK 50 APPLE HILL DRIV M/S T2FR2 TEWKSBURY MA 0187	3	_	
		SCD A	PAS NONE	ADP PT BQ0117	
, Name And Address Of Contractor (No., St.	reet, City, County, State and 2	, Zavi. 1	9A. Amendment O		
RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400			9B. Dated (See Iter	m 11)	
		X	10A. Modification	Of Contract/Order No.	
			W31P4Q-10-C-000	03	
TYPE BUSINESS: Large Business Per	forming in U.S.		10B. Dated (See It	em 13)	
Code 05716 Facility Code			2003MAR17		_
The above numbered solicitation is ame	I. THIS ITEM ONLY APPLI				
may be made by telegram or letter, provid hour and date specified.  2. Accounting And Appropriation Data (If re NO CHANGE TO OBLIGATION DATA		ses reterence to the somethatte	n and this amendme	nt, and is received prior to the op	rentris
	IIS ITEM ONLY APPLIES T	O MODIFICATIONS OF CO		RS	
A. This Change Order is Issued Pursu The Contract/Order No. In Item I	ant To: 10A.		The Chang	ges Set Forth in Item 14 Are Mad	
B. The Above Numbered Contract/Or Forth In Item 14, Pursuant To Th			ich as changes in pay	ing office, appropriation data, etc.	c.) S
C. This Supplemental Agreement Is E	ntered into Pursuant To Auth	nority Of: MUTUAL AGREEM	ENT		
D. Other (Specify type of modification	and authority)			17.2	
. IMPORTANT: Contractor is no		this document and return		s to the Issuing Office.	
4. Description Of Amendment/Modification	(Organized by UCF section h	eadings, including solicitation	/contruct subject ma	tter where feasible.)	
SEE SECOND PAGE FOR DESCRIPTION					
except as provided herein, all terms and conditions.	ditions of the document refere	enced in item 9A or 10A, as he	retofore changed, re	mains unchanged and in full force	e and
	15C. Date Signed	16A. Name And Title	Of Contracting Offi	icer (Type or print)	ed
A STORIAN CONTRACTOR OF THE STORIAN CONTRACT	12/5/20	-		5 Dec.	20
SN 75-40-69-152-8070 REVIOUS EDITIONS UNUSABLE		30		M_30 (REV. 10-8 FAR (48 CFR) 5	7.77

### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00024

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Page 2 of 2

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00024) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 THIS MODIFICATION IS TO ISSUE A STOP-WORK ORDER IAW FAR 52.242-15 UNDER THE SUBJECT CONTRACT TO STOP WORK ON ESM EN11-01 AMF RADIO DEMO, SLING 0003AG AND 0003AH. THE CONTRACTOR IS TO DELIVER ALL WORKING PAPERS CREATED IN SUPPORT OF ESM EN11-01 IN THEIR CURRENT FORM AS OF THE STOP OF WORK.

- A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT REMAINS UNCHANGED.
- A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF MARRATIVE A0024 \*\*\*

2. Ameadmeni/Modification No.  3. Effective Due: FEB 1 6 7012  4. Requisition/Purchase Req No. 5. Project No. (If applicable) FEB 1 6 7012  5. SES SCHEDULE JL 0002 12  7. Administered By (If other than Item 6) FORM RAYTHEON TEMESBURY 50 APPLE IIILL DRIVE M/3 72PR2 TEMESBURY ASSENDL AL 35898-3280  8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) FORM RAYTHEON COMPANY 330 LOMELL ST ANDOVER, MA 01810-4400  8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  TYPE BUSINESS: Large Business Ferforming in 9.5.  10 A. Medification Of Contract/Order No. H31P4Q-10 C 0003  11. THIS TIEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  11. The above numbered solicitation is amended as sel forth in Item 14. The hour and date specified for receipt of Offers 13. Be extended, Sec Item 13 as extended, Sec Item 13 as extended, Sec Item 14. The hour and date specified in the solicitation or as amended by one of the following method (a) By completing times and 15. And returning Copies of the amendments: (b) By acknowledging receipt of this amendment on each copy offer submitted; or (c) By separate later or telegram which includes a reference to the solicitation or as amended by one of the following method (a) By completing times and 15. And returning Copies of the amendments: (b) By acknowledging receipt of this amendment on each copy offer submitted; or (c) By separate later or telegram which includes a reference to the solicitation and amendment numbers. FALLIRE OF YOUR ACKNOWLEDOMENT TO BE RECEIVED ATTHE PLACE DESIGNATED FOR THE RECEIPT OF OFFER FROTT OFFER	AMENDMENT OF SOLICITAT	TION/MODIFICATI	ON OF CONTRACT	I. Contract I		Page 1 Of 10
SES SCHEDULE  JL 002 12  Admit Contracting Command  ABMY Contracting Comm		3. Effective Date		1 0000 1200 1	Accessed to the latest section of	o. (If applicable)
DCMA RAVITIEON TEMESBURY  SO APPLE HILL DRIVE MAYS TAPAS  TEMESBURY HA 01876-1198  SCD A PAS NONE ADPPT H000377  Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  RAVITIEON COMPANY  350 LOWELL ST  ANDOVER, HA 01810-4400  ANDOVER, HA 01810-4400  TYPE BUSINESS: Large Business Performing in 9.9.  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  The above numbered solicitation is mended as set forth in item 14. The hour and date specified for receipt of Offers  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  The above numbered solicitation is mended as set forth in item 14. The hour and date specified for receipt of Offers  13. extended, is not extended.  Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following method (a) By completing items 8 and 15, and returning copies of the amendments: (b) By acknowledging receipt of this amendment on each copy offers submitted (or (c) By spearate letter or telegram which includes a reference to the solicitation and amendment numbers. FALURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA  ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA  13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  KIND MOD CHANCE TO OBLIGATION DATA  13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  KIND MOD CHANCE TO OBLIGATION DATA  13. THIS ITEM SMOOLING TO Reflect The Administrative Changes (such as changes in paying office, appropriation data  Forth in Item 14, Pursuant To:  The ContractOrder No. In Item 10A.  B. The Above Numbered ContractOrder is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data  Forth in Item 14, Pursuant To:  Supplemental Agreement is Entered Into Pursuant To:  Supplemental Agreement is Entered Into Pursuant To:  Supplemental Agreement  D.		LED I a Toir	SEE SCHEDULE		JL	0002 12
SO APPLE RILL DRIVE M/S TIPE?  ARMY CONTRACTING COMMAND-REDISTUME REDISTONE ARSENAL AL 35898-3280  SCD A PAS NONE ADP PT H00337  Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  SCD A PAS NONE ADP PT H00337  Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  PA. Amendment Of Solicitation No.  RATTREON COMPANY 350 LOWELL ST ANDOVER, MA 01810-4400  MIRAQ-10 C 0003  TYPE BUSINESS: Large Business Performing in 9.9.  Ode 05716 Facility Code  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  The above numbered solicitation is unended as set forth in item 14. The hour and date specified for receipt of Offers  is extended, is not extended.  Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following method (a) By completing items 3 and 15, and returning copies of the amendments; (b) By acknowledging receipt of this amendment on each copy offer submitted or (c) By separate later or telegram which includes a reference to the solicitation and amendment amendment on each copy offer submitted or (c) By separate later or telegram which includes a reference to the solicitation and amendment specified.  ACKNOWLEDOMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFER REPRIOR TO THE HOUR AND DAT SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be rande by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the hour and date specified.  ACCOUNTING AND DATA  13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  KIND MOD CODE: G  It Modifies The Contract/Order No. As Described in Item 14.  The Changes Set Forth in Item 14 Are Not the Contract/Order No. As Described in Item 14.  B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in payi	. Issued By	Code W31P4Q	7. Administered By (If other	r than Item 6)		Code S220
Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  RAYTHEON COMPANY 150 LOWELL ST ANDOVER, MA 01810-4400  TYPE BUSINESS: Large Business Performing in 3.9.  ode 05716  Facility Code  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following method (a) By completing items 3 and 15, and returning	ARMY CONTRACTING COMMAND-REDSTONE		50 APPLE HILL DRIV M/S T2FR2	is.		
Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  RAYTHEON COMPANY  150 LOMELL ST  ANDOVER, MA 01810-4400    PB. Dated (See Item 11)	REDSTONE ARSENAL AL 35898-5280					
RAYTHEON COMPANY  350 LOWELL ST  ANDOVER, MA 01810-4400    PB. Dated (See Item 11)			SCD A	PAS NONE	AD	P PT HQ0337
RAYTHEON COMPANY  350 LOWELL ST  ANDOVER, MA 01810-4400    PB. Dated (See Item 11)	Name And Address Of Contractor (No., Str.	reet. City. County. State and	Zin Code)	9A. Amendmen	t Of Solicitati	on No.
9B. Dated (See Item 11)    TYPE BUSINESS: Large Business Performing in 9.9.   Dated 05716   Facility Code   10B. Dated (See Item 13)   2003MAR17   2003MAR17   2005MAR17   2005MA				1		
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KIND MOD CODE: G  It Modifies The Contract/Order No. As Described In Item 14.  A. This Change Order is Issued Pursuant To: 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 Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).  C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Supplemental Agreement  D. Other (Specify type of modification and authority)  IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.	SPECIFIED MAY RESULT IN REJECTI may be made by telegram or letter, provide bour and date specified.  Accounting And Appropriation Data (If re NO CHANGE TO OBLIGATION DATA	ON OF YOUR OFFER. If bed each telegram or letter ma	y virtue of this amendment yo ikes reference to the solicitatio	u desire to chang in and this amend	e an offer alre	ady submitted, such chang
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 Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).  C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  Supplemental Agreement  D. Other (Specify type of modification and authority)  IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.	KIND MOD CODE: G	It Modifies The Contra		n Item 14.		
Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).  C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  Supplemental Agreement  D. Other (Specify type of modification and authority)  IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.	The Contract/Order No. In Item 1	0A.		PHENORES UNIT	Pogottoric National Indiana	
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IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.	C. This Supplemental Agreement Is En	ntered Into Pursuant To Auth	hority Of: Supplemental A	Agreement		
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	. Description Of Amendment/Modification	(Organized by UCF section h	leadings, including solicitation	/contract subject	matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION	SEE SECOND PAGE FOR DESCRIPTION					
	pt as provided herein, all terms and cond	itions of the document refere	raced in item 9A or 10A, as he	retofore changed.	remains uncl	nanged and in full force an
cept as perovided herein, all terms and conditions of the document referenced in item 9A or 10A. as heretofore changed, remains unchanged and in full fo			132	70		
		15C. Date Signed	2			16C. Date Signed
164 Name And Title Of Contracting Officer (Type or print)	(Signature of person authorized to sign	10/10/10	X			6 per de
164 Name And Title Of Contracting ()fficer (Type or print)	N 7500-0 II -152-8070 REVIOUS EDITIONS UNUSABLE	Company of the Assessment of the Company of the Com	30			1 30 (REV. 10-83) FAR (48 CFR) 53.2

#### Reference No. of Document Being Continued

Page 2 of 10

MOD/AMD P00025

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 The purpose of this modification (P00025) is to incorporate the following into contract W31P4Q-10-C-0003.

This contracting modification is to insert the following clause into Section H narrative:

H-23. The JLENS Product Office 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 and W31P4Q-10-C-0003 as required to support the JLENS program, free of rent of fees, on a non-interferences basis.

PIIN/SIIN W31P4Q-10-C-0003

A-2 As a result of this modification, Attachment 0030 Authorization to Utilize Technical Data "Shared Agreement" is hereby added to th contract,

A-3 As a result of this modification, the total contract obligated amount remains unchanged.

A-4 Except as provided above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0025 \*\*\*

Redactions per (b)(4)

# CONTINUATION SHEET

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003 MOD/AM

MOD/AMD P00025

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-5 NONDISCLOSURE AGREEMENTS

During performance of this contract, it may be necessary for the contractor to exchange data and interface with Government support Contractors. The Contractor agrees to negotiate in good faith any non-disclosure agreements required with such support Contractors.

H-6 NOTIFICATION OF PERSONNEL CHANGES

The Contractor shall notify the Contracting Officer Representative of any personnel changes involved in their Contractor Delivery Syst (CDS) Manager and Contractor Field Engineers 14 days in advance, except in times of emergencies.

H-7 OPTIONS

The Government may require the delivery of the numbered line items, identified in the schedule as option items, in the quantities show in the schedule. The option CLINs for Engineering Services hours will be exercised by ESMs at the prices stated in the schedule. The Contracting Officer may exercise each option at the times shown in Section F of the contract. Range options may be exercised in varyi amounts, for any portion thereof, one or more times, up to the maximum cumulative number of hours and dollar amounts shown for each option items. Manhours for the range options may be moved from one year to the next or moved from a future year to a current year and purchased at the rate for the year in which actually purchased provided the total number of hours purchased does not exceed the cumulative total for all option manhours of the Material/ODC allotted for each option may also be moved provided the total cumulative amount is not exceeded.

H-8 52,242-4702 TECHNICAL LIAISON AND SURVEILLANCE CLAUSE (USAAMCOM) JUN/1997

Performance by the Contractor of the technical aspects of this contract shall be under the cognizance of the <u>JLENS COTR</u>, REDSTONE ARSENAL, AL. 35898. All technical liaison with and technical surveillance of the contractor, within the scope of this contract, will be furnished by the Project Manager, or his authorized representative. Communication of technical matters pertaining to this contract shall be directly between the Contractor and the U.S. Army Aviation and Missile Command, ATTN: <u>CMDS Project Office</u>, Attn: <u>SFAE-MSLS-CW JLN</u>, Redstone Arsenal, AL, 35898-5249, with a copy of such correspondence to the ACO and PCO.

The above clause is governed by the following:

No change in the scope or within the scope of this contract which would effect a change in any term or provision of this contract shal be made except by a modification executed by the Contracting Officer. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

### H-9 GOVERNMENT-CONTRACTOR RELATIONSHIPS

- A. Contractor personnel under this contract shall not:
  - 1. Be placed in a position where they are employed by a Pederal Officer, or are under the supervision, direction, or evaluation of a Pederal Officer, military or civilian;
  - 2. Be placed in a quasi-Government or policy making position;
  - 3. Be placed in a position of command, supervision, administration or control over Department of Army military or civilian personnel,
  - or become part of the Government organization;
  - 4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of Army or other applicable Federal

Agencies;

- 5. Be used in administration or supervision of Government procurement activities.
- B. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.
- C. All contract personnel attending meetings, answering Government telephones, sending electronic mail, and working in other situation where their contractor status has not been made known to third parties shall identify themselves as such to avoid creating an impressi that they are Government officials. Contractor personnel shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

#### H-10 OBSERVANCE OF REGULATIONS AT GOVERNMENT INSTALLATIONS

IF ALL OR ANY PART OF THE WORK IS TO BE PERFORMED AT A GOVERNMENT-OWNED INSTALLATION OF RESERVATION, THE CONTRACTOR PERSONNEL WORKING SUCH INSTALLATION OF RESERVATION SHALL BE REQUIRED TO OBSERVE ALL SPECIFIC RULES AND REGULATIONS PROMULGATED FOR ALL PROVATE CONTRACTOR PERSONNEL PERFORMANCE OF THEIR DUTIES.

Page 3 of 10

#### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00025

Page 4 of 10

Name of Offeror or Contractor: RAYTHEON COMPANY

H-11 LOSS, DAMAGE, OR RELATED EXPENSE

ANY LOSS, DAMAGE OR EXPENSE, BORNE BY THE CONTACTOR OR ITS EMPLOYEES, INCLUDING ANY LOSS OR DAMAGES TO ANY PROPERTY LOCATED IN THE COUNTRY AND OWNED OR LEASED BY THE CONTRACTOR OR ITS EMPLOYEES, RESULTING FROM ANY WAR, CIVIL STRIFE, OR ACT FOR POLITICAL OR TERRORIS PURPOSES, OF ANY PERSON OR PERSONS, WHETHER OR NOT AGENTS OF A SOVEREIGN POWER, WHETHER SUCH LOSS, DAMAGE OR EXPENSE IS ACCIDENTAL OR INTENTIONAL, SHALL BE REIMBURSED TO THE CONTRACTOR, PROVIDED COST OR SUCH LOSS, DAMAGE OR EXPENSE IS NOT REIMBURSED TO THE CONTRACTOR THROUGH INSURANCE COVERAGE THEREOF.

#### H-12 GOVERNMENT FURNISHED PROPERTY (USAAMCOM)

IN THE PERFORMANCE OF CONTRACTUAL ACTIONS, THE CONTRACTOR IS AUTHORIZED TO USE THE GOVERNMENT PROPERTY HELD BY THE CONTRACTOR, OR TO B ACQUIRED BY THE CONTRACTOR FOR THE GOVERNMENTS ACCOUNT OR FURNISHED BY THE GOVERNMENT UNDER THE TERMS OF THE FOLLOWING CONTRACTS OR AGREEMENTS ON A RENT-FREE, NONINTERFERENCE BASIS ON CONTRACT DASG60-98-C-0001 RAYTHEON COMPANY ANDOVER, MA.

#### H-13 SERVICES FURNISHED BY THE GOVERNMENT

IN ACCORDANCE WITH SERVICES TO BE RENDERED HEREUNDER, THE GOVERNMENT SHALL FURNISH AND SUPPLY THE CONTRACTOR THE FOLLOWING FACILITIES AND SERVICES:

A. USE OF GOVERNMENT COMMUNICATION FACILITIES FOR THE EXCHANGE OF MESSAGES BETWEEN CONTRACTOR PERSONNEL AND THE CONTRACTOR, WHERE AND WHEN AVAILABLE IF THE CONTRACTOR IS UNABLE TO PRECURE COMMERCIAL COMMUNICATION SERVICES; USE THEREOF SHALL BE SUBJECTO

GOVERNMENT APPROVAL.

B. USE OF GOVERNMENT SERVICES AND AGENCIES IN THE TRANSMITTAL OF FUNDS TO CONTRACTOR PERSONNEL AND AS A MEDIUM OF COMMERCIAL EXCHANGE FOR SAID PERSONNEL WHEN ADEQUATE COMMERCIAL SERVICES AND FACILITIES ARE NOT AVAILABLE, SUBJECT TO AVAILABILITY AND TO THE

APPROVAL OF THE INSTALLATION/SITE COMMANDER.

#### H-14 SPECIAL DEFINITIONS

CONTRACTOR REPRESENTATIVES LOCATED ON SITE ARE ELIGIBLE FOR CONSIDERATIONS PROVIDED TO COMPANY GRADE OFFICERS, SUBJECT TO AVAILABILITY AND TO THE APPROVAL OF THE INSTALLATION/SITE COMMANDER.

#### H-15 GOVERNMENT NOTIFICATION OF FOLLOW-ON CONTRACT

THE GOVERNMENT WILL NOTIFY THE CONTRACTOR PRIOR TO THE END OF THE PERIOD OF PERFORMANCE OF THIS CONTRACT OF ITS INTENT TO AWARD A FOLL ON CONTRACT OR ITS INTENT NOT TO AWARD A FOLLOW-ON CONTRACT; IN TURN THE CONTRACTOR WILL NOTIFY THE GOVERNMENT OF HOW MANY RAYTHEON EMPLOYEES WILL, REMAIN ON THE WORK SITE AND THE NUMBER TO BE DEMOBILIZED AS WELL AS THE MOBILIZATION OF REPLACEMENT PERSONNEL, IF APPLICABLE. MOBILIZATION/DEMOBILIZATION COST WILL BE ADDED TO THE CONTRACT AT AN AGREED TO RATE.

H-16 LEAVE

COST ASSOCIATED WITH ONE WEEK'S HOME LEAVE AFTER 6 MONTHS IN THEATER FOR EACH CONTRACTOR MAJOR ITEMS TECHNICIAN ARE ALLOWABLE.

#### H-17 FLY MILITARY AIRCRAFT

THE CONTRACTOR MAY BE REQUIRED TO FLY VIA FIXED WING OR ROTARY AIRCRAFT TO REMOTE SITES IN ORDER TO PERFORM TECHNICAL EVALUATION/INSTRUCTIONS.

#### H-18 PHYSICAL SECURITY REGULATIONS

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-13, THE ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF
THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL; DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY; AND AMC SUPPLEMENT 1 TO AR 190-1
THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATONS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN TH
PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY OF THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT
PERTAINS TO THEIR MISSION.

#### H-19 LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS

- 1. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS WILL BE FURNISHED IN AREAS WHERE SOFA PROVILEGES ARE AVAILABLE FOR OCCOMUS SUPPORT OF THIS CONTRACT AS FOLLOWS:
  - A. COMMISSARY (INCLUDES RATIONED ITEMS).
  - B. AAFES FACILITIES (MILITARY EXCHANGE) (INCLUDES RATIONED ITEMS).
  - C. ARMED FORCES RECREATION FACILITIES.
  - D. CLASS VI (ALCOHOLIC BEVERAGES, INCLUDES RATIONED ITEMS).
  - E. CUSTOMS EXEMPTION.

#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003 MOD/AMD P00025

Page 5 of 10

### Name of Offeror or Contractor: RAYTHEON COMPANY

- F. LEGAL ASSISTANCE.
- G. LOCAL GOVERNMENT TRANSPORTATION FOR OFFICAL GOVERNMENT BUSINESS (NONTACTICAL VEHICLE).
- H. LOCAL MORALE/WELFARE RECREATION SERVICES.
- I. MILITARY BANKING FACILIITES.
- J. MILITARY POSTAL SERVICE.
- K. MORTUARY SERVICE OFFICER OR NCO/EM CLUBS.
- L. POV (PRIVATELY-OWNED VEHICLES).
- M. POV REGISTRATION FOR USAREUR.
- N. PURCHASE OF POL (PETROLEUM AND OIL PRODUCTS).
- O. TRANSIENT BILLETS.

NOTE: TRANSIENT BILLETS MAY BE AUTHORIZED ON A SPACE-AVAILABLE BASIS AFTER ALL OTHER ELIGIBLE PERSONNEL HAVE BEEN BILLETED.

- P. MESSING FACILITIES AT REMOTE SITES ONLY (REIMBURSABLE).
- Q. ARMY CONTINUING EDUCATION SERVICES.
- R. CREDIT UNION FACILITIES.
- S. DEPENDENT SCHOOLS, ON A SPACE-AVAILABLE, TUITION-PAYING BASIS.

NOTE: DEPENDENT SCHOOLS ARE NOT AUTHORIZED ON A SPACE-REQUIRED BASIS FOR CONTRACTOR PERSONNEL.

- T. MEDICAL/DENTAL SERVICES ON A REIMBURSABLE BASIS: DENTAL CARE, AVAILABLE ONLY FOR EMERGENCY CONDITIONS, ON A REIMBURSABLE BASIS.
- U. PET/FIREARMS REGISTRATION AND CONTROL.
- V. NATO STATUS OF FORCES AGREEMENT STAMP.
- 2. LOGISTIC SUPPORT OF DEPENDENTS IS HEREBY AUTHORIZED UNDER THIS CONTRACT.
- 3. CONTRACT PERSONNEL MUST NOT BE ORDINARILY RESIDENT IN THE HOST COUNTRY, NATIONALS OF NON-NATO COUNTRY OR STATELESS PERSONS. THEY MUST BE ENGAGED FULL TIME IN SUPPORT OF A US FORCES MISSION.
- 4. SPECIFIC ATTENTION IS INVITED TO THE PACT THAT QUATERMASTER LAUNDRY, DRY-CLEANING, AND PERMANENT FAMILY OR BACHELOR GOVERNMENT QUARTERS ARE NOT INCLUDED AS ITEMS OF INDIVIDUAL LOGISTIC SUPPORTS.
- 5. LOGISTIC SUPPORT FOR CONTRACTOR EMPLOYEES AND DEPENDENTS FOR OCCNUS WILL BE CHARGED ACCORDING TO ANY APPLICABLE STATUS OF FORCES AGREEMENTS (SOFA), AT THE DISCRETION OF THE LOCAL U.S. ARMY COMMAND.

#### H-20 TAXES AND CUSTOMS DUTIES

THE NEGOTIATED PRICE HEREIN INCLUDES NO AMOUNT FOR PAYMENT TO ANY FOREIGN GOVERNMENT FOR ANY TAXES (INCLUDING "INCOME"), IMPORT OR EXPORT DUTIES, LICENSES, EXCISES, IMPORT BONDS, DEPOSITS, OR ANY OTHER IDENTIFIABLE CHARGES. IT IS AGREED THAT THE CONTRACT PRICE SHAL BE EQUITABLY ADJUSTED IN THE EVENT THAT A FOREIGN GOVERNMENT IMPOSES ANY SUCH CHARGES RELATING TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT.

H-21 PHYSICAL SECURITY REGULATIONS PERFORMED AT WHITE SANDS MISSILE RANGE (WSMR)

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE PORTIONS OF AR 190-11, PHYSICAL SECURITY OF ARMS, AMMUNITION, AND EXPLOSIVES; AR 190-13, T ARMY PHYSICAL SECURITY PROGRAM; AR 190-51, SECURITY OF THE ARMY PROPERTY AT UNIT AND INSTALLATION LEVEL; DA PAMPHLET 190-51, RISK ANALYSIS OF ARMY PROPERTY; AND AMC SUPPLEMENT 1 TO 190-11 AND 190-13. THE TERM "APPLICABLE PORTIONS" OF SUBJECT REGULATIONS AND SUPPLEMENTS IS DEFINED AS THOSE REGULATORY REQUIREMENTS CONTAINED THEREIN THAT PROVIDE REGULATORY GUIDANCE FOR THE PHYSICAL SECURITY C THOSE ASSETS ASSOCIATED WITH OR IN THE CUSTODY OF THE CONTRACTOR, AS IT PERTAINS TO THEIR MISSION.

#### H-22 HOURS OF WORK

- A. CONTRACTOR PERSONNEL UNDER THIS CONTRACT SHALL BE SUBJECT TO CALL TWENTY-FOUR (24) HOURS PER DAY, SEVEN (7) DAYS PER WEEK,
  NORMALLY, CONTRACTOR PERSONNEL WILL PERFORM THEIR WORK DURING NORMAL WORKING HOURS ON THE NORMAL WORKING DAYS OBSERVED BY THE
  INSTALLATION OR ACTIVITY TO WHICH THEY ARE ASSIGNED. NORMAL WORKING HOURS IS DEFINED AS FORTY (40) PER WEEK WITHIN THE DESIGNATED WORK
  PERIOD.
- B. PREMIUM PAY FOR OVERTIME IS NOT AUTHORIZED.
- C. AN EXTENDED WORK WEEK IS AUTHORIZED FOR CONTRACTOR PERSONNEL AT ALL OCONUS LOCATIONS. AN EXTENDED WORK WEEK IS DEFINED AS FORTY-ONE (41) HOURS UP 'TO FIFTY-SIX (56) HOURS PER WEEK WITHIN THE DESIGNATED WORK PERIOD. THE EXTENDED WORK WEEK MUST BE APPROVED ON A CASE-BY CASE BASIS BY THE COR OR CONTRACT TECHNICAL MANAGER.
- D. UNDER CONTINGENCY OPERATION CONDITIONS, AN EXTENDED WORK WEEK UP TO EIGHTY-EIGHT (86) HOURS IS AUTHORIZED FOR CONTRACTOR PERSONNEL WITHIN THE DESIGNATED WORK PERIOD. "CONTINGENCY OPERATION CONDITIONS" IS DEFINED AS AN EMERGENCY SITUATION DECLARED BY THE COMMANDER C THE UNIT THAT THE CONTRACTOR PERSONNEL IS SUPPORTING. A CONTINGENCY OPERATION RELATED WORK WEEK MUST BE APPROVED ON A CASE BY CASE BAS BY THE COR OR CONTRACT TECHNICAL MANAGER.

Continued Performance During Crisis Situation

1. The requirements of this contract have been identified by the U.S. Government (USG) as being essential to the mission and operational readiness of the U.S. Army and Allied Forces. Therefore, the contractor may be required to perform this contract on best effort basis during crises situations subject to the requirements and provisions listed below:

#### Reference No. of Document Being Continued

Page 6 of 10

MOD/AMD P00025

Name of Offeror or Contractor: RAYTHEON COMPANY

a. The contractor's obligations under this contract are limited to providing its reasonable best efforts to provide personnel to deploy with a military unit in a crisis situation that could involve hostilities. The contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations including the existence of any state of war, whether declared or undeclared by the United States, operations-other-than-war (OOTW), declared state of emergency, civil disturbance, or activity of any type which could endanger the welfare and security of the U. S. and/or its Allied Forces. The contractor's inability to provide personnel under these circumstances shall be considered an excusable delay. Except when required by statute, contractor personnel shall not be subject to the Uniform Code of Military Justice (UCMJ) including the absence/desertion provisions.

PIIN/SIIN W31P4Q-10-C-0003

- b. The existence of a crises situations will be determined by the National Command Authority, the overseas Theater Commander or when defense readiness condition (DEFCON) three (3) is declared for a specific area.
- c. Continued performance hereunder may require an equitable adjustment to the contracts estimated cost, fee and/or schedule; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during crisis situations. The contractor shall notify the contracting officer (KO) of any increase or decrease in cost within ninety (90) days after the event has occurred or performance has been directed by the KO, or within any additional period that the KO may approve in writing (email acceptable), but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the KO. Within ninety (90) days receipt of the contractor's proposal, the parties shall negotiate an equitable adjustment in the contract cost and fee. Failure to agree on any adjustments shall be handled as a dispute under the dispute clause of this contract.
- d. In the event a crisis situation is declared by the Theater Commander for an area of operation (AC) in which contractor personnel and/or dependents are currently deployed, contractor personnel and deployed dependents will be integrated into Government contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security, housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other available support afforded to Government employees and military personnel to contractor personnel and dependents, and, should conditions warrant, evacuation of dependents from the theater or area of operation (AO).
- e. The contractor shall be relieved of the requirement for continuing service in the theater or area of operations during the crisis situation or period of hostilities to the extent that qualified personnel willing to serve in the theater or area of operations are not available. The return to the contractor's plant of any employee not willing to serve in the theater of operations or area of deployment shall be determined to be for the convenience of the contractor. However, the contractor shall make reasonable efforts to provide uninterrupted contract performance by qualified, willing personnel. The contract cost and fee shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance, when and if appropriate.
- f. To ensure that personnel selected for deployment are capable of enduring the rigors of deployment in support of a military operation, the contractor shall conduct periodic medical and dental evaluations of all its contractor's deployable personnel. Personnel that have physical or mental conditions that require continuous monitoring by health care professionals and those with disabilities, pregnancy, and special-needs will not be considered deployable.
- g. The activities and responsibilities of the USG under this program may be suspended at any time upon determination by the Theater Commander that, due to war, armed conflict, insurrection, military or civil unrest, or any other condition, the best interests of the USG so require. The parties hereto shall negotiate an equitable adjustment to the contract to reimburse the Contractor for any special or additional costs resulting from such suspension and return to Contractor's plant of all contractor personnel, equipment and material.
- h. Contractor Personnel assigned to support crisis situations will be entitled to receive hazardous duty pay premium of IAW the contractor's published hazardous pay policy. Other direct cost items, to include travel and per diem, additional insurance coverage and any special equipment associated with the performance of work during a crisis that the volunteering personnel purchase on their own or that the Contractor purchases for the employee may be reimbursed by the USG.
- 2. In the event that the contractor deploys personnel into an AO in support of a crises situation, the following will apply:
- a. To the extent that qualified personnel are willing to serve in the AO, contractor personnel shall deploy, if at all practical, with the supported unit, if directed by the PCO. Contractor personnel arriving in the AO separate from the unit to be supported shall process through the designated CONUS Replacement Center (CRC) to verify requirements for deployment have been met. If applicable, the USG will use its best efforts to cause the host country or pertinent third party countries to minimize delays in transporting personnel, parts and materials of and for the contractor. Under no circumstances will contractor personnel be deployed as a part of the initial attacking/invading forces or prior to such time as the Theater Commander has established a secure base of logistics operations.
- b. The USG will facilitate the establishment of required lines of communication to allow the contractor to communicate with locations necessary to perform the requirements of this contract.

#### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00025

Page 7 of 10

Name of Offeror or Contractor: RAYTHEON COMPANY

- c. The contractor shall ensure that contractor employees comply with all guidance, instructions and General Orders applicable to U.S. Armed Forces and Department of Defense (DOD) civilians issued by the Theater Commander or his/her representative. This will include any/all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.
- d. The contractor shall ensure that all contractor employees comply with pertinent Service and DOD directives, policies and procedures, as well as Federal Statues, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations (AO).
- e. The contractor shall take reasonable steps to ensure the good conduct of its employees. The contractor shall promptly resolve, to the satisfaction of the KO, all contractor employee performance and conduct problems identified by the KO or his/her designated representative.
- f. The contracting officer may direct the contractor, at the contractor's expense, to remove and replace, to the extend qualified, willing personnel exist, any contractor personnel failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.
- g. The contractor shall place all employees deploying to support this contract under administrative control of the designated Logistics Support Element.
- h. The KO or his/her representative (in coordination with the Logistics Support Element Commander) shall provide the contractor with all required reporting instructions and procedures.
- i. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military.
- j. To the extent that qualified, willing personnel are available, the contractor will replace employees within 72 hours, at contractor expense, if the employee departs an AO without permission from the Theater Command or his designated representative.
- k. As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations.
- 1. Contractor personnel will be integrated into USG contingency plans and afforded the same rights, privileges, protection and . priority as U.S. Government (USG) personnel with the equivalent grade of GS12. The USG will provide security (force protection), housing, emergency medical and dental care, mail delivery, messing facilities, laundry service, next-of-kin notification and other available support afforded to Government employees and military personnel, and should conditions warrant, evacuation from the theater or area of operation (AO).
- m. While contractor employees are deployed in the theater of operations, the government shall provide legal assistance in accordance with the following conditions:
  - 1). The legal assistance is in accordance with applicable international or host nation agreements.
- 2). The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal correspondence and documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.
- n. For any contractor employee determined by the Government at the deployment processing site to be non-deployable for any reason, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, the contractor shall (to the best of their ability and to the extend the qualified, willing personnel are available), provide a replacement in time for a scheduled deployment.
- o. As a part of deployment processing at the CONUS Replacement Center (CRC), the USG will provide deploying contractor personnel, at no cost, the following:
- 1). Access to medical immunizations. Injections against biological and chemical warfare will be provided to contractor personnel as appropriate.
- 2). Special training commensurate with that provided to deploying DOD civilian employees including, but not limited to, training and issuance of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) to be used in the event of the use of biological or chemical weaponry by any party associated with the operation. Successful completion of NBC training will be required for deployment.
- 3). Legal assistance in accordance with the following conditions:

#### Reference No. of Document Being Continued

Page 8 of 10

MOD/AMD P00025

Name of Offeror or Contractor: RAYTHEON COMPANY

- a). The legal assistance is in accordance with applicable international or host nation agreements.
- b). The legal assistance is limited and ministerial in nature, e.g., witnessing signatures on documents and providing notary services, legal counseling (to include review and discussion of legal correspondence and documents), legal document preparation (limited to powers of attorney and advanced medical directives) and help retaining non-DOD civilian attorneys.

PIIN/SIIN W31P4Q-10-C-0003

- 4). The USG will supply the contractor with a Letter of Accreditation and/or Individual Travel Orders (DD Form 1610), personal identification tags, and DD Form 1173 Identification (ID) Cards, or its equivalent, when necessary for performance of the contract in a crisis situation.
- 5). The USG will provide to the contractor all required military unique organizational clothing and individual equipment. Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment, but will not include the battle dress uniform (BDU) worn by members of the armed services. (As non-combatants on the battlefield, contractors are prohibited from the wearing of U.S. Army uniforms.)
- p. The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- q. Upon redeployment or at the direction of the KO, the contractor shall ensure that all issued identification cards, tags, organizational clothing and individual equipment is returned to the USG. The KO will require the contractor to reimburse the USG for organizational clothing and individual equipment lost or damaged due to contractor negligence.
- r. The USG will granted contractor personnel Status of Forces Agreement (SOFA) protection where available. Contractor personnel accompanying U.S. Armed Forces may be subject to hostile actions. If captured, the status of Contractor personnel will depend upon the type of conflict, applicability of any relevant international agreements, and the nature of the hostile force. The full protections granted to Prisoners of War (POWs) under the Geneva (1949) and Hague (1907) conventions apply only during international armed conflicts between signatories to these conventions. Therefore, contractor personnel status will depend on the specific circumstances of an operation. When the United States is a participant in an international armed conflict, Contractor Personnel are entitled to be protected as POWs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper treatment, Contractor Personnel shall be provided a Geneva Conventions DD Form 489. The Contractor shall be entitled to an equitable adjustment in contract cost and fee as a result of the Contractor or contractor personnel incurring any counsel fees, court costs, bail, interpreter fees or other fees and expenses related to performance under this contract.
- s. Contractor Personnel deployed overseas to perform work for the United States qualify, if injured or killed while deployed, for Workers Compensation under the Defense Base Act. In the event the Defense Base Act is amended or revoked during the performance of the contract, the contractor shall be entitled to an equitable adjustment in the cost, fee, schedule or terms and conditions of this contract. For all personnel deployed during a crisis situation, the Contractor may obtain special insurance for coverage in the event of death or dismemberment. In addition, short and long term disability insurance may be provided.
- t. The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment. Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative. The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.
- u. At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer. All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.
  - v. FAR 28.305 Overseas Workers' Compensation and War-hazard Insurance.
- w. DFAR 252.228-7003 Capture and Detention. As prescribed in 228.370(d), use the following clause:

CAPTURE AND DETENTION (DEC 1991)

- (a) As used in this clause-
  - (1) "Captured person" means any employee of the Contractor who is-
    - (i) Assigned to duty outside the United States for the performance of this contract; and

#### Reference No. of Document Being Continued

Page 9 of 10

MOD/AMD P00025

Name of Offeror or Contractor: RAYTHEON COMPANY

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

PIIN/SIIN W31P4Q-10-C-0003

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either-

(A) Engaged in activity directly arising out of and in the course of employment under

this contract; or

- (B) Captured in an area where required to be only in order to perform this contract.
- (2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.
  - (3) "United States" comprises geographically the 50 states and the District of Columbia.
- (4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.
- (b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of-
- (1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or
- (2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.
- (c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.
- (d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.
- (e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

#### H-23 AUTHORIZATION AGREEMENT TO UTILIZE TECHNICAL DATA

The JLENS Product Office 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 and W31P4Q-10-C-0003 as required to support the JLENS program, free of rent of fees, on a non-interferences basis.

\*\*\* END OF NARRATIVE HODD1 \*\*\*

### Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003 MOD

MOD/AMD P00025

Page 10 of 10

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Number

Addenda Title Date of Pages Transmitted By

Attachment 0030 AUTHORIZATION TO UTILIZE TECHNICAL DATA "SHARED AGREEMENT" 03-FEB-2012 001 EMAIL



### DEPARTMENT OF THE AIR FORCE

HEADQUARTERS ELECTRONIC SYSTEMS CENTER (AFMC) HANSOOM AIR FORCE BASE MASSACHUBIETTS



MEMORANDUM FOR: JLENS Product Office

SFAE-MSLS-CMDS-JLN Building 5308 Redstone Arsenal, AL 35898

FROM

SUBJECT: Anthorization to Utilize Technical Data and Contract DASG60-98-C-0001

Contract W31P4Q-10-C-0003

- requests approval and authorization to b s correvare and simulation, latest versions and models to/from the t the appropriate classification levels in support of the contracts used above from 1 November, 2010 through the end of FY 2016.
- (U) The JLENS Product Office provides approval and authorization to allow Parelson Integrated Defense Systems (IDS) to transfer software between Contract W31P4Q-10-C-0003, and Contract DASG60-98-C-0001 as required to support the JLENS program, free of rent or fees, on a non-interference basis.
- 3. (U) The intent of this authority is to allow simulation engineers and programmers access to simulation models/software as updates are generated.
- 4. (U) This contractual authorization is issued with the understanding that it does not result in any changes to any contractual requirements which would warrant a change in contract price and/or change of delivery schedule or time of performance. If Raytheon IDS statement in agreement with the anthorization/approval, a change in contract price is considered to be warranted, the company shall furnish written notice of nons not in agreement with the anthorization/approval, and a concurrence to the undersigned within seven (7) work days after receipt hereof. Failure to notify is herein provided shall constitute the company's concurrence and agreement to comply.
- Questions regarding this request should be directed to: .

Ъ.

Co: Cc:

Raymeon Integrated Defense Systems, Andover, MA

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION PO0025 ATTACHMENT 0030 FEB 1 6 2012 PAGE 1 OF 1

DATE: 03 FEBRUARY 2012

	THE RESERVE TO THE RE		ON OF CONTRAC	COME . N CO.	-Fixed-Fee	Page 1 Of 10
2. Amendment/Modific	ation No.	FEB 2 9 2012	4. Requisition/Purchase R	KOM ROSEL	Wilder State State Continues	(If applicable)
6. Issued By		Code   W31940	7. Administered By (If ot)			Code   8220
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RAYTHEON COMPANY	X.			1		
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ANDOVER, ME 018	10-4400			9B. Dated (Se	e Item 1()	
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000407

CONTINUATION SHEET

Reference No. of Document Being Continued

MOD/AMD P00025

Page 2 of 10

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00026) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

PHN/SHN W31P4Q-10-C-0003

A-2 BY EXECUTION OF THIS OF MODIFICATION, THIS MODIFICATION INCORPORATES A NO-COST PERFORMANCE EXTENSION ON THE REVISED ESM EN10-02-11 THE PERIOD OF PERFORMANCE FOR THIS ESM ARE AS FOLLOWS:

- a. SLIN 0003AD LABOR FROM 31 MAR 12 TO 30 SEP 12.
- b. SLIN 0003AF MATERIAL FROM 31 MAR 12 TO 30 SEP 12.

A-3 AS A RESULT OF THIS MODIFICATION A NO-COST PERFORMANCE EXTENSION ON THE REVISED ESM EN10-02-02 THE PERIOD OF PERFORMANCE FOR THIS ESM ARE AS FOLLOWS:

- a. SLIN 0002AC LABOR FROM 31 MAR 12 TO 30 SEP 12.
- b. SLIN 0002AD MATERIAL FROM 31 MAR 12 TO 30 SEP 12.
- c. SLIN 0003AA LABOR FROM 31 MAR 12 TO 30 SEP 12.
- d. SLIN 0003A8 MATERIAL FROM 31 MAR 12 TO 30 SEP 12.

A-4 AS A RESULT OF THIS MODIFICATION A NO-COST PERFORMANCE EXTENSION ON THE REVISED ESM EN11-02 THE PERIOD OF PERFORMANCE FOR THIS ESM ARE AS FOLLOWS:

- a. SLIN 0003AL LABOR FROM 31 MAR 12 TO 31 MAY 12.
- b. SLIN 0003AM MATERIAL FROM 31 MAR 12 TO 31 MAY 12.

A-5 AS A RESULT OF THIS MODIFICATION ESM LOG11-02 (PERFORM INTERIM SUPPORT BUSINESS CASE ANALYSIS, BCA) FUNDING IS REALIGNED AS FOLLOWS:

PRON 431J740900

SLIN 0003AQ - LABOR FROM BY TO
DIRECT LABOR HOURS:
DIRECT LABOR & BURDEN
MATERIAL
TOTAL

PRON 431J740 900

SLIN 0003AR - MATERIAL FROM BY TO
DIRECT LABOR & BURDEN
MATERIAL
TOTAL

A-6 AS A RESULT OF THIS MODIFICATION ESM EN10-01-01 (PROVIDE SOFTWARE, SW, AND SYSTEM INTERGRATION LAB, SILS, SUPPORT) FUNDING IS REALIGNED AS FOLLOWS:

PRON 431J733700

SLIN 0003AJ - LABOR FROM BY TO
DIRECT LABOR HOURS:
DIRECT LABOR & BURDEN
MATERIAL
TOTAL

PRON 431J7337 00

SLIN 0003AK - MATERIAL FROM BY TO
DIRECT LABOR HOURS:
DIRECT LABOR & BURDEN
MATERIAL
TOTAL

000408

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

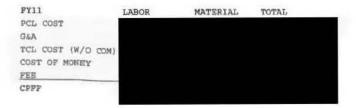
MOD/AMD P00026

Page 3 of 10

Name of Offerer or Contractor: RAYTHEON COMPANY

A-7 AS A RESULT OF THIS MODIFICATION ESM LOGI1-02 AND EN10-01-01 REALIGNMENTS CLIN 0003 TOTAL VALUES HAVE BEEN REVISED AS FOLLOWS:

**CLIN 0003** 



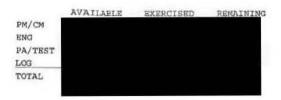
A-8 AS A RESULT OF THIS MODIFICATION ESM LOG11-02 AND EN10-01-01 REALIGNMENTS CLIN 0003 MATERIAL VALUES HAVE BEEN REVISED AS FOLLOWS:

**CLIN 0003** 

DESCRIPTION MATERIAL EXERCISED REMAINING ESTIMATED COST COST OF MONEY FIXED FRE CPFF

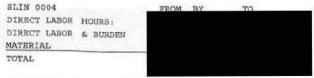
A-9 AS A RESULT OF THIS MODIFICATION ESM LOG11-02 AND EN10-01-01 REALIGNMENTS CLIN 0003 LABOR HOURS HAVE BEEN REVISED AS FOLLOWS:

CLIN 0003



A-10 AS A RESULT OF THIS MODIFICATION ESM EN12-02 (PROVIDE SOFTWARE, SW, AND SYSTEM INTERGRATION LAB, SILE, SUPPORT) FUNDING IS CONTINUED AND PERIOD OF PERFORMANCE ARE ESTABLISHED AS FOLLOWS:

PRON 4M2J713900



a. SLIN 0004AC - FROM 27 FEB 12 TO 30 SEP 12.

A-11 AS A RESULT OF THIS MODIFICATION THERE WILL BE NO CHANGE TO ESM EN12-02 FOR MATERIAL DOLLARS UNDER CLIN 0004.

A-12 AS A RESULT OF THIS MODIFICATION THERE WILL BE NO CHANGE TO ESM EN12-02 FOR TOTAL DOLLARS UNDER CLIN 0004.

A-13 AS A RESULT OF THIS MODIFICATION ESM EN12-02 LABOR HOURS ARE AS FOLLOWS:

CLIN 0004



000409 Redactions per (b)(4)

CONTINUATION SHEET

Reference No. of Document Being Continued
Page 4 of 10

PilN/SIIN W31P4Q-10-C-0003 MOD/AMD P00026

Name of Offeror or Contractor: RAYTHEON COMPANY

TOTAL

A-14 AS A RESULT OF THIS MODIFICATION, THE TOTAL AMOUNT OF THE CONTRACT IS INCREASED BY \$213,580 FROM \$5,401,208.00 TO \$5,614,788.00.

A-15 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

\*\*\* END OF NARRATIVE A0026 \*\*\*

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00026

Page 5 of 10

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003 FY 11 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified FY11 LABOR MATERIAL PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF MATERIAL MATERIAL DESCRIPTION MATERIAL EXERCISED REMAINING ESTIMATED COST COST OF MONEY FIXED PER AVAILABLE EXERCISED REMAINING DM/CM ENG PA/TEST LOG TOTAL (End of narrative B003) CO03AJ FY11 OPTION ESM EN10-01-01 B LABOR HR NOUN: SIL/IV&V SPT - 6075 PRON: 4M1J733700 FRON AMD: 01 ACRN: AC AMS CD: 172419E5551 SLIN 0003AJ - LABOR DIRECT LABOR HOURS: DIRECT LABOR & BURDEN MATERIAL TOTAL (End of narrative B002) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination

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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00026

Page 6 of 10

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 30-APR-2012				
0003AK	PY11 OPTION ESM E10-01-01B MATERIAL/ODC				\$
	NOUN: SIL/IV&V SPT - 6075 PRON: 4M1J733700 PRON AMD: 01 ACRN: AC AMS CD: 17241985551				
	SLIN 0003AK - MATERIAL FROM BY TO DIRECT LABOR & BURDEN MATERIAL TOTAL				
	(End of narrative B002)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CO QUANTITY DATE 001 30-SEP-2012				
QAEO	PY11 OPTION ESM LOG11-02 LABOR		HR		\$
	NCUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 17241985551				
	SLIN 0003AQ - LABOR FROM BY TO DIRECT LABOR & BURDEN MATERIAL TOTAL				
	(End of narrative B002)				
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Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00026

Page 7 of 10

ITEM NO	ror or Contractor: RAYTHRON COMPANY SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 30-SEP-2012				
003AR	FY11 OPTION ESM LOG11-02 MATERIAL/ODC				\$
	NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551  SLIN 0003AR - MATERIAL FROM BY TO DIRECT LABOR HOURS: DIRECT LABOR & BURDEN MATERIAL				
	TOTAL				
	(End of narrative B002)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination  Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 30-SEP-2012				
	s		-		
004	FY12 OPTION PERIOD JLENS ENG SRVS				
	SECURITY CLASS: Unclassified				
	AVAILABLE EXERCISED REMAINING PM/CM ENG PA/TEST LOG TOTAL				
	(End of narrative B002)				
004AC	FY12 OPTION ESM EN12-02				s

Reference No. of Document Being Continued

Page 8 of 10

CONTINUATION SHEET PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00026 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT NOUN: 9093 CMDS SIL IV&V S PRON: 4M2J713900 PRON AMD: 02 ACRN: AD AMS CD: 172419E555L SLIN 0004 FROM BY TO DIRECT LABOR HOURS: DIRECT LABOR & BURDEN MATERIAL TOTAL EST COST COM FIXED FEE TOTAL. DESCRIPTION HOURS ESM EN12-02 ENG LABOR COMPOSITE HOURLY RATE IS (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance PERF COMPL DLVR SCH REL CD QUANTITY DATE 001 30-SEP-2012

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CONTINUATION SHEET

Reference No. of Document Being Continued

MOD/AMD P00026

Page 9 of 10

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM 0003AJ	PRON/ AMS CD/ MIPR 4M1J733700 172419E5551	OBLG STAT	JO NO/ ACCT ASSIGN 14MJLE	ACR		PRIOR AMOUNT	\$	INCREASE/ DECREASE	s	CUMULATIVEAMOUNT
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0003AQ	4M1J740900 172419E5551	1	14MJLE	AC	: \$		\$		\$	
0003AR	4M1J740900 172419E5551	1	14MJLE	AC	: \$		\$		ş	
0004AC	4M2J713900 172419E555L	2	24MJLE	AD	\$		ş		\$	
						NET CHANGE	\$	213,580.00		

PHN/SHN W31P4Q-10-C-0003

AC :	21	12040000015L5L68P1724192516	S01021	W31G3H	\$	0.00
AD :	21	22040000025L5L68P1724192516	S01021	W31G3H	\$	213,580.00

	PRIOR AMOUNT	INCREASE/DECREASE	CUMULATIVE
	OF AWARD	AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD:	\$ 5,401,208.00	\$ 213,580.00	\$ 5,614,788.00

LINE							
ITEM	ACRN	EDI	/SFIS ACCOUNTING	G CLASSIFI	CATION		
0003AJ	AC	21	111220400000	W31G3H	15L5L68172419R555125164M1J733700	14MJLE4MS	801021
0003AK	AC	21	111220400000	W31G3H	15L5L68172419R555125164M1J733700	14MJLE4M5	201021
QAEDOD	AC	21	111220400000	W31G3H	15L5L68172419E555125164M1J740900	14MJLE4M5	801021
0003AR	AC	21	111220400000	W31G3H	15L5L68172419E555125164M1J740900	14MJLE4M5	801021
0004AC	AD	21	121320400000	W31G3H	25L5L68172419E555L25164M2J713900	24MJLE4M5	801021

### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00026

Page 10 of 10

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0031	ENGINEERING SERVICES MEMORANDUM EN10-02-01 REV C	10-JAN-2012	002	EMAIL
Attachment 0032	ENGINEERING SERVICES MEMORANDUM EN10-02-02 REV A	10-JAN-2012	002	BMAIL
Attachment 0033	ENGINEERING SERVICES MEMORANDUM EN11-02 REV B	12-SEP-2011	002	EMAIL
Attachment 0034	ENGINEERING SERVICES MEMORANDUM LOGI1-02 REV B	12-SEP-2011	003	EMAIL
Attachment 0035	ENGINEERING SERVICES MEMORANDUM EN10-01-01 REV D	03-FEB-2012	001	EMAIL
Attachment 0036	ENGINEERING SERVICES MEMORANDUM EN12-02	03-FEB-2012	001	EMAIL

U.S. ARMY AVIATION REDSTONE AF			ND	EN10-02- DATE 01/10/2012	02 Rev "A"
DISA HEAT YOUR B			CONTRACT NO.	01/10/2012	
			W31P4Q-10	)-C-0003	
ESTIMATED COMPLETION DATE OF ESM  09/30/12			COST ACCOUNT		
DESCRIPTION OF PROPOSED WORK					
<ol> <li>Upgrade JLENS system model</li> </ol>			to incorporate ta	ctical	
software in place of the existing		Associated task			
<ul> <li>Procure servers, displays a operator station per system</li> </ul>					vith a single
b. Procure Workstation				oftware. Deliver	
,					
c. Update p incorpo	orate		target data	provided by the	
	nonent to suppo		moelly known a		ing
ormat, bandwidth throttling to emu	late		imonly known as ts without assign		provides to specific time
slots. Net Data Loads must		the Governme	nt to simulate de	ata rates in NPC	as on the
simulated Link 16 network.			nnect to the		
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Note		+			
RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND D	ELIVERY DATE				
Initial SW integration @ VWC: Dec 2010. Final SW No formal software documentation or verification rep CDRLs: Monthly technical accomplishment report (A	orts are required.			e 2011.	
ESTIMATED COST *** THE FOLLOWII	NG IS PROPRIET	TARY INFORMA		D UNDER P. L.	
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			PAGE 1 OF 2	4	100000

PAGE 1 OF 2

FORM 5H-31-00-04

					EN10-02-02	Ray "A"
DESCRIPTION OF PE	ROPOSED WORK (CONT)				EN10-02-02	nev A
Description (C	Continued):					
e.	Develop	component	to support	UDP transmission of JLENS sys	stem track data to t	he la
Ů.		interface	will include	e JLENS local track state, radar	status, and mappir	ng of local
	frack number (LTN) to	TADIL trace		nd DIS entity ID. Enity ID mapp nterface library (including source		
f.	Government for integra	ation with		ent licenses for MSCT, 2 demo li		o be used
	during integration/test	events only	and & Dol	TDF licenses		
g.		the		upgrades at the Contractors of run-for-record test support is	or assumes 8 week s required.	s of on-
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FORM 5H-31-00-04

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FORM 5H-31-00-04

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EN11-02 Rev "B"

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DESCRIPTION OF	PROPOSED WORK	CONTI

Included herewith, for informational purposes only, are scope summaries for the remaining three (3) phases. These phases will be proposed as follow-on efforts:

Phase 2: This will be a detailed study phase consisting of the following two (2) steps:

- Quantify the impact that the interference has on the performance of both the SuR and FCR and
  ascertain the improvement that the proposed solutions provide. The solutions will be iterated during
  this step. This step will also use the tactical code where possible to verify the interference impact on
  the JLENS orbit. No modifications to the tactical code will be made during this step.
- Based on the data available, generate a cost and schedule estimate to implement the solutions derived in Phase 1.
- <u>Phase 3</u>: During this phase, agreed upon design changes will be implemented. SIL testing will be included in this phase.
- Phase 4: This phase will consist of outdoor testing using actual man made interference (from the ground and/or air).

  The location of this testing will be determined at a later date, however, it is understood that some will be conducted at Pelham, NH and that some will be conducted at UTTR and/or WSTC. This phase will also include Software and Hardware regression testing.

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FORM 5H-31-00-04

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FORM 5H-31-00-04

ESM NO.

LOG11-02 REV "B"

DESCRIPTION OF PROPOSED WORK (CONT)

Business Case Analysis (BCA). Per the Army's Business Case Analysis Policy (dated 8/18/05), a BCA provides a comprehensive examination of the expected benefits, costs, and savings that would result from the implementation of alternative product support strategies. The BCA will assess the feasibility of pursuing potential JLENS Interim Support sourcing/support alternatives for Orbits I and 2 and will include the following tasks::

a. Define Mission/Operations Requirements and Sustainment Metrics

Provide assistance to the Government in developing, and then document the mission, CONOPS, and operations requirements for SDD Orbits 1 and 2 at their defined deployment sites. Provide assistance to the Government in updating (as required) the Key Performance Parameter/Key System Attribute (KPP/KSA) parameters for the JLENS sustainment system. These KPP/KSA parameters may include Materiel Availability, Materiel Reliability, Mean Down Time, Materiel Ownership Cost and/or additional sustainment enabler metrics

b. Perform Sustainment and Modeling Simulations

Modeling and Simulations (M&S) are effective tools in the supportability analysis and evaluation process because all the sustainment/materiel readiness driver metrics and costs can be considered in parallel. Consequently, the sustainment M&S objective will be to use validated models to consider materiel availability/readiness implications and nonrecurring and recurring life cycle costs when assessing the merits of sustainment alternatives. The support environments for SDD Orbits 1 and 2 will be optimized for speed of deployment, readiness, and cost by a) developing a system dynamic model that focuses on interdependencies, feedback effects, time dependencies, causal relationships, and trends to simulate the real world of a deployed JLENS system and b) updating the existing JLENS life cycle cost model.

c. Perform Supportability Requirements Definition

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the required maintenance and sustainment concepts and the systems' physical, maintenance and operational environments. Develop and document an optimized manpower and personnel staffing approach and minimal logistics footprint.

### d. Perform Depot Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to the sustainment supply chain (i.e. Government, OEM, or 3PL), depot logistics (transportation, warehousing, cross-docking, inventory management, packaging, and freight for warding), depot operations (i.e. Organic, PPL, OEM, or COTS vendors), and FRACAS process.

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e. Perform Support System Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, determine and document the best fit interim support contracting approach most likely to achieve the Government's readiness and cost requirements for SDD Orbits 1 and 2. Perform and document trade-offs to determine the optimum approach to configuration management, sparing and repairs, asset visibility, support and test equipment, training and technical documentation, reachback and software support.

f. Perform Site and Facilities Analyses and Trade-offs

Based on the JLENS SDD Orbits 1 and 2 missions, CONOPS, and operations requirements as defined in task a, and using the modeling and simulations developed in task b, define and document the optimum approach to packing and shipping, site preparation and installation, security, facilities, operations, maintenance, and administrative staffing, and site communications.

g. Perform Sensitivity and Risk Analyses and Develop Conclusions and Recommendations

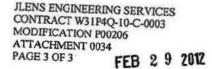
Conduct a sensitivity analysis to determine how much each alternative must change in certain key areas or variables to be preferred over the best alternative. Make a risk assessment to determine potential interim support problem areas, the likelihood of these problems occurring, and mitigation strategies. Perform a final assessment of the BCA results and provide a recommended approach for JLENS Orbits 1 and 2 interim support.

The BCA will be documented according to the Army's Business Case Analysis Policy and per the following outline:

- I. Executive Summary
- II. Introduction/Overview
- III. Methods and Assumptions
- IV. Business Impacts
- V. Sensitivity and Risks
- VI. Conclusions and Recommendations

The Interim Support Business Case Analysis will be conducted in two phases. Phase I will be a limited scope BCA intended to provide recommendations to the JPO on interim support options. It is the starting point in the process of evaluating and selecting sourcing/support alternatives. A follow on Phase II BCA will build on the initial limited scope BCA, evaluating the interim support options approved by the JPO and providing specific interim support recommendations. This initial ESM is to fund the Phase I, limited scope BCA.

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FORM 5H-31-00-04

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	NOF PROPOSED WORK Provide Engineering support to	the				
	exercises using the					
S	imulation model	V5 /500F	179	PASSE PHYSICAL 2006	All W SOMEON	G.
	a. Provide simulation nar-					
	<ul> <li>Support meetings, integrated</li> </ul>	gration, and opera	tion during i	ntegration, opera	tor checkout, and	event weeks as
	c. Support of Technical In	nterchange Meetin	gs (TIMs) to	support exercis	e planning as need	ed at various
	locations including: St	. Louis MO, Hunt	sville AL, W	ashington DC, A	Andover MA	
	<li>d. Support of TIMs that d at the same various loc</li>		e and/or mo	difications to the	JLENS representa	ation
	at the same various loc	ations.				
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To be spe	cified in Sub-ESMs as required					
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REVISION					S	
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abor/Nonev "B":	Changes estimated completion da- Labor funding provided covers Extends the PoP for SUBCLINS	performance during 0003AD and 0003A	FY11. F from 9/30/2	1011 to 3/31/2012.	CX.	TE: Additional

PAGE 1 OF 2

000424

# **ENGINEERING SERVICES MEMORANDUM**

FORM \$H-31-00-04

	*					ESM NO.	N10-02-01	"C"
DESCRIPTION OF PROPOSE	O WORK (CONT)							
					¥			
	-							
			3.					
				*				
								(+)
MILEST	ONE	MILES START DATE	END DATE	BURABLE TASKS OF	MILESTONE		START DATE	END DATE
		1						
		1						
		1						
5								
	No.				4-			Short 2

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00206
ATTACHMENT 0031
PAGE 2 OF 2

FEB 2 9 2017

FORM 5H-31-00-04

_	ENGINEER	IIIVG S	ENVICE	3 MEM	ESM NO.	V1
	U.S. ARMY AVIATION	M DIA	ISSILE COM	MAND	EN10-	01-01 "D"
	REDSTONE A	RSENAL	, ALABAMA		DATE	
			11		2/3/201	2
PROJECT TIT			· · · · · · · · · · · · · · · · · · ·	CONTRA	CT NO.	
ESTIMATED	Software (SW) and System Integr	ation Lab (	SILs) Support	COST AC	4Q-10-C-0003	
	IN 0003AJ - 4/30/2012			4		
SUBCL	IN 0003AK - 9/30/2012				*	
	N OF PROPOSED WORK			300	2443	THE STORY
1. 3	Support Establishment and mainte	enance of the	ne rear-time			
2, \$	Support coordination, delivery, ar	id installati	on of software h	mild deliverie	s and relevant mod	s
	Attend meetings, VTCs, and/or te					4
4. 5	Support configuration management					
	Support SIL activities related to in			software at the	ne CMDS SIL and	UTTR
6. A	As applicable support efforts asso	ciated with	EN10-01-02.			
G	OVERNMENT FURNISHED EQUIPMENT	DATE REQ	UIRED RETUR	IN DATE	CONDITION O	F RETURN
To be spe	cified in Sub-ESMs as required					
in ne sta	citied in Suo-ESMs as required					
RESULTING	DOCUMENTATION, HARDWARE, BENEFITS AND D	ELIVERY DATE				
	cified In Sub-ESMs as required					
					-	
ESTIMATED	COST ** THE FOLLOW	ING IS PRO	PRIETARY INFO	RMATION PRO	TECTED UNDER P	L. 100-679 * * *
	ISSUE	CHANGE	CHANGE	CHANG		
DIRECT LAB	OR 4 BURDEN S		5	5	5	\$
MATERIAL	. 5		S	S	5 G G G G G G G G G G G G G G G G G G G	\$
TRAVEL & P			5	\$	5	\$
OTHER	s		s	\$	8	s
TOTAL			S	S	3	S
SM MONET	Raytheon			Water Wilder and State of Stat		
CONCUED	IDS: NCE SIGNATURES:		Cr	WDS P.O.:		
ONCORRE	RAYTHEON IDS	1	DATE	CMDS	PROJECT OFFICE	DATE
ORIGINAL	Award		3/17/2010			
REVISION	Issued MOD P0005		8/12/2010	,		
PEWSIONS						
-8*	ssued MOD P0009		2/25/11			
REVISION			9/23/2011			
REVISION			2/3/2012			2/1-15
REVISION			2/3/211			90/1
YPI ANAT SE	ON OF REVISION:					
	n of Revision: n "A": Changes estimated completi	on date to 0	9/30/11 and provi	des additional	Labor/Non-Labor fu	nding. NOTE:
ddition a	Labor/Non-Labor funding provided				TO THE REPORT OF THE PARTY OF T	
	"Provides additional funding				mar m. ( Acco	20000
	"-Extends the PoP for SUBCLIN ( and added line 6 to cover SIL and S					
Rev "D	"Extends Moves from labor S					rogemet.
	TOTAL INCOME.	, was to man	orian obirti	IT ENG ENGINE	ERING SERVICES	

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00206
ATTACHMENT 0035
PAGE 1 OF 1 FEB 2 9 2012

FORM 5H-31-00-04

	shment and maintain, delivery, s, VTCs, and/or tration manager tivities related to	egration Lab ( 0/2012  intenance of the control of	he real-ti	upport ime HWI ftware bu	CONTRACT N W31P4C COST ACCOUNT	nd IV&V facili	ity
OJECT TITLE  OVIDE SOFTWARE (SW) STIMATED COMPLETION DATE OF SLIN XXX - POP 2/2  SCRIPTION OF PROPOSED WOR  1. Support Establi  2. Support coordin  3. Attend meeting  4. Support configs  5. Support SIL act  GOVERNMENT FURNISH  D be specified in Sub-ESM	and System Int FESM 27/2012 - 9/30 ak shment and mai nation, delivery s, VTCs, and/or tration manager tivities related to	intenance of the and installating telecons as rement and secu	he real-ti	upport ime HWI ftware bu	L facility uild deliveries a	2/3/2012 10. 2-10-C-0003 and IV&V faciliand relevant mods	
SCRIPTION OF PROPOSED WORL  Support Establi  Support Coordin  Attend meeting  Support SIL act	shment and maintain, delivery, s, VTCs, and/or tration manager tivities related to	intenance of the and installation telecons as rement and secu	he real-ti	ime HWI ftware bu	L facility uild deliveries a	nd IV&V facili	
SCRIPTION OF PROPOSED WORL  SUPPORT Establi  Support Establi  Support coordin  Attend meeting  Support SIL act	shment and maintain, delivery, s, VTCs, and/or tration manager tivities related to	intenance of the and installation telecons as rement and secu	he real-ti	ime HWI ftware bu	L facility uild deliveries a	nd IV&V faciliand relevant mods	
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Support configs     Support SIL act     GOVERNMENT FURNISH     be specified in Sub-ESM	aration manager divities related t	ment and secu	rity cert	fication			TR
GOVERNMENT FURNISH be specified in Sub-ESM		o integration/u	ise of		software at the	CMDS SIL and UT	TTR
be specified in Sub-ESM	ED EQUIPMENT						
be specified in Sub-ESM	ED EQUIPMENT						
be specified in Sub-ESM	ED EQUIPMENT						
be specified in Sub-ESM	ED EQUIPMENT						
be specified in Sub-ESM	ED EQUIPMENT						
		DATE REQU	UIRED	RETURN	DATE	CONDITION OF RE	TURN
	s as required						
SULTING DOCUMENTATION, HA			1				
	ROWARE, BENEFITS A	NO DELIVERY DATE		7			
be specified in Sub-ESMs	as required						
IMATED COST	***THE FOLLO	WING IS PRO	PRIETAR	RY INFOR	MATION PROTE	CTED UNDER P. L.	100-679 * * *
	ORIGINAL	CHANGE		"B"	CHANGE	"D" CHANGE	CHANGE
ECT LABOR HOURS							
FERIAL S	S		8	-	5	5	\$
MPTR/SUBCONTA LBR S	5		S		s	5	S
AVEL & PER DIEM S	S		\$		\$	5	5
TOTAL \$	5		\$		\$	5	S
MONITORS Raytheo	1			-			
IDS:				СМ	DS P.O.:		
			DATE				DATE
SSUE			2/3/2	2012			12/6/
A"			-				-,-,-
VISION							THE PERSON NAMED IN
VISION		-	-				
VISION	1			_			_
VISION			1915	_			
·r							
LANATION OF REVISION:							
					JLENS FNGINE	ERING SERVICES	
						31P4Q-10-C-0003	Sheet 1

ATTACHMENT 0036 FEB 2 9 2012

PAGE 1 OF 1

Redactions per (b)(6)

2. Amendme	MENT OF SOLICITAT	TION/MODIFICATI	ON OF CONTR	ACT	1. Contract 1. Cost-Plus-P		Page 1 (	or e
	ent/Modification No.	3. Effective Date	4. Requisition/Purch	se Req			. (If applicable	)
	200027	MAR 2 1 2012	SEE SCHE	DULE		JL (	0004 12	
. Issued By		Code w31P40	7. Administered By (I	f other t	han Item 6)		Code	\$2205
US ARMY	CONTRACTING COMMAND		DCMA RAYTHEON	TEWKSE	URY			
			50 APPLE HILL M/S T2FR2	DRIVE				
ARMY CO	ONTRACTING COMMAND-REDSTONE		TENKSBURY HA	01876	1198			
REDSTON	NE ARSENAL AL 35898-5280		The state of the s					
			sc	DA	PAS NONE	ADI	PT HQ0337	
Name And	Address Of Contractor (No., Str	cet, City, County, State and 2			9A. Amendmer	200	DESCRIPTION OF THE PROPERTY.	
RAYTHEO	ON COMPANY							
350 LOW			Ï		9B. Dated (See	Item 11)		
ANDOVER	R, MA 01810-4400				Ju. Dates (See			in a land
				x	10A. Modificat	ion Of Contra	ct/Order No.	
				_	W31P40-10-C-	0003		
TYPE BU	JSINESS: Large Business Per	forming in U.S.			10B. Dated (Se	e Item 13)		
ode 05716	Facility Code				2003MAR17	naverezate.		
	11	THIS ITEM ONLY APPLI	ES TO AMENDMENT	S OF SC	LICITATION	5		
2. Accounting	date specified.  ng And Appropriation Data (If re ac NET DECREASE: -\$228,660.4	IS ITEM ONLY APPLIES T		the property of the property of the first		DERS		
	D CODS: G	It Modifies The Contri	act/Order No. As Desci	ibed In		ediness. II		
A. Th	is Change Order is Issued Pursus he Contract/Order No. In Item 1	ant To:			The Ci	anges Set For	th In Item 14 A	re Made In
A. Th	us Change Order is Issued Pursu: he Contract/Order No. In Item 1 e Above Numbered Contract/Or- orth In Item 14, Pursuant To The	ant To: OA. der Is Modified To Reflect Ti		nges (suc				
A. Th	he Contract/Order No. In Item 1 se Above Numbered Contract/Order	ant To: 0A. der Is Modified To Reflect Ti Authority of FAR 43.103(b)	erity Of:		h as changes in			
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Redactions per (b)(4)

000428 CONTINUATION SHEET

Reference No. of Document Being Continued

MOD/AMD P00027

Page 2 of 6

PHN/SHN W31P4Q-10-C-0003

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00027) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS OF MODIFICATION, SLINS 0003AG AND 0003AH ARE HEREBY REDUCED AS FOLLOWS:

a. SLIN 0003AG - REDUCED BY LABOR HOURS FROM HOURS. REDUCED

b. SLIN 0003AH - MATERIAL REDUCED BY

NOTE: ESM EN11-01 REV B IS ATTACHED TO THIS CONTRACT MODIFICATION AND REFLECT THE CHANGES ABOVE.

A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL AMOUNT OF THE CONTRACT IS DECREASED BY \$228,660 FROM \$5,614,788 TO \$5,386,128.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE EFFECT.

\*\*\* END OF MARRATIVE A0027 \*\*\*

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00027

Page 3 of 6

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COS	TS			-
003	FY 11 OPTION PERIOD JLENS ENG SRVS				
	SECURITY CLASS: Unclassified				
	PY11 Labor Material Total				
	PCL COST G&A TCL COST (W/O COM) COST OF MONEY				
	FEE CPFF				
	MATERIAL MATERIAL			~ 4.	
	DESCRIPTION MATERIAL EXERCISED RE ESTIMATED COST COST OF MONEY	MAINING			
	FIXED FEE CPFF				
	AVAILABLE EXERCISED REMAINING PM/CM				
	ENG PA/TEST LOG TOTAL				
	(Snd of narrative B001)	ď			
)3AG	FY11 OPTION ESM EN11-01 LABOR		HR		\$
	NOUN: 790 PRON: 4M1J733500 PRON AMD: 01 ACRN: AC AMS CD: 172419E5551				
	Estimated Cost COM Fixed Fee				
	Total				
	ESM Description Hours EN11-01 Engineering Labor				
	COMPOSITE HOURLY RATE IS		-		
	The contractor, as an independent contractor an Engineering Labor in suppport of the JLENS Engi			ment, shall furn:	sh

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00027

Page 4 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 31-MAR-2012 001 0003AH FY11 OPTION ESM EN11-01 MATERIAL/ODC NOUN: - 790 PRON AMD: 01 PRON: 4M1J733500 ACRN: AC AMS CD: 172419E5551 Estimated Cost Fixed Fee Total Description Engineering Material/ODC EN11-01 N/A COMPOSITE HOURLY RATE IS The contractor, as an independent contractor and not as a agent of the Government, shall furnish Engineering Material/ODC in suppport of the JLENS Engineering Services Contract. (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 001 31-MAR-2012

Redactions per (b)(4)

000431 CONTINUATION SHEET Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00027

Page 5 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

0003AH 4M1J733500

172419E5551

LINE AMS CD/ OBLG JO NO/

ITEM MIPR STAT ACCT ASSIGN

0003AG 4M1J733500 1 14MJLE

172419E5551

14MJLE AC \$

PRIOR AMOUNT DECREASE \$

\$

NET CHANGE \$ -228,660.00

CUMULATIVE AMOUNT

ACRN ACCOUNTING CLASSIFICATION

AC 21 12040000015L5L68P1724192516 801021

1

W31G3H

ACRN

AC

INCREASE/ DECREASE -228,660.0

NET CHANGE \$ -228,660.0

PRIOR AMOUNT

OF AWARD

INCREASE/DECREASE
AMOUNT

CUMULATIVE OBLIG AMT

NET CHANGE FOR AWARD:

AWARD: \$ 5,614,788.00

-228,660.00

\$ 5,386,128.00

301021

801021

LINE ITEM

ACRN EDI/SFIS ACCOUNTING CLASSIFICATION

0003AG AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J733500 14MJLE4M5 0003AH AC 21 111220400000 W31G3H 15L5L68172419E555125164M1J733500 14MJLE4M5

### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00027

Page 6 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Addenda

Number

of Pages Date

Attachment 0037 ENGINEERING SERVICES MEMORANDUM (ESM) EN11-01 REV"B"

Transmitted By 002

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

U.S. ARMY AVIATIO				EN11-01	REV "B"
REDSTONE	ARSENAL, ALA	BAMA		02/29/2011	2
PROJECT TITLE Provide support to JLENS AMF Radio	Demonstration .		CONTRACT NO. W31P4Q-10	A TEN	
STIMATED COMPLETION DATE OF ESM 3/31/2012	,		COST ACCOUNT		
<ol> <li>Define concept for a field demons communication relay only) on JL will be documented in an enginee a) CONOPS for radio configuration b) Radio Waveforms and Frequenc) Mechanical / Electrical Interfact</li> <li>Complete design trade studies to a document in engineering memos a) Perform EMI/EMC (Cosite) an emitters/receivers.</li> <li>b) Determine approach for mechanc) Establish detailed design description.</li> </ol>	ENS aerostat platfor ring memo to include on and operation acy Allocation be requirements establish detailed te- alysis to assess pote nical integration on options of all power,	de: chnical approach ential interference the aerostat and electrical, mech	for conduct of e between trim/balance is anical, RF and	f the demonstr and ot mpact I control interf	ation and her JLENS
for radio integration, while min			npliant hardw		
GOVERNMENT FURNISHED EQUIPMENT	DATE REQUIRED	RETURN DATE		CONDITION OF RE	TURN
ORIGINAL ISSUE	WING IS PROPRIETA	"B" CHANGE	"C" CHANGE	"D" CHANGE	"E" CHANGE
TERIAL S S	\$	5	S S		5
MPTR/SUBCONTRLBR \$	3	Š	s		5
AVEL & PER DIEM 6 5	3	5	3		5
TOTAL S		-   3	5	Conflict Commence of the Conflict Confl	\$
MONITORS Raytheon		CMDS P.O.:		7	
IDS:					
	) DAT		CMDS PROJECT	OFFICE	DATE
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00027 ATTACHMENT 0037

DATE: MAR RAGE 20 2F 2

000434	ENGINE	ERING	SERV	ICES M	EMORA	NDUM FOR	M 5H-31-00-04
						EN11-01	Rev "B"
DESCRIPTION OF PROP	POSED WORK (CON'T)					A	
<ol> <li>Develop o requireme</li> </ol>	detailed plan for Phasents	e 2 demo ex	ecution, inc	luding schedule	e, cost, GFE/GI	I, and range suppo	rt
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			TONE PLAN (MEAS	SURABLE TASKS ONLY			
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JLENS ENGINEERING SERVICES MODIFICATION P00027
ATTACHMENT 0037
DATE: MAR 2AGE 12F2 CONTRACT W31P4Q-10-C-0003

# Redactions per (b)(4), (b)(6), (b)(3) ENGINEERING SERVICES MEMORANDUM

U.S.	ARMY	AVIATI	ON AND	MISSILE	COMMAND
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EN11-01 REV "B" DATE

	- barrer and a			02/29/20	14
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for integration, while	minimizing impact o	n existing SDD co	mpliant har	dware.	
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00027 ATTACHMENT 0037

DESCRIPTION OF PROPOSED WORK (CON'T)

## **ENGINEERING SERVICES MEMOR**

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CPE/CT	
ng schedule, cost, GFE/Gr	FI, and range support
	<u>*</u>
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MILESTONE PLAN (MEASURABLE TASKS ONLY) MILESTONE START DATE ENO DATE STAFT DATE END DATE MILESTONE JLENS ENGINEERING SERVICES

CONTRACT W31P4Q-10-C-0003 MODIFICATION P00027 ATTACHMENT 0037

# **ENGINEERING SERVICES MEMORANDUM**

000437

Redactions per (b)(4), (b)(6), (b)(3)

## U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA

ESM NO.	
EN11-01 REV "B"	
DATE	

02/29/2012

FOR Integration, while minimizing impact on existing SDD compliant hardware.  GOVERNMENT PURNISHED EQUIPMENT DATE REQUIRED RETURN DATE CONDITION OF THE NOTE  NOTE  ESTIMATED COST  *** THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER FOR CHANGE CHANGE CHANGE CHANGE CHANGE CHANGE	
Description of Proposed work  1. Define concept for a field demonstration of a communication relay only) on JLENS aerostat platform at Utah Test and Training Range. Detwill be documented in an engineering memo to include:  a) CONOPS for and operation b) c) Mechanical / Electrical Interface requirements  2. Complete design trade studies to establish detailed technical approach for conduct of the demodocument in engineering memos a) Perform EMI/EMC (Cosite) analysis to assess potential interference b) Determine approach for mechanical integration on the aerostat and trim/balance impact c) Establish detailed design descriptions of all power, electrical, mechanical, pontrol in for integration, while minimizing impact on existing SDD compliant hardware.  GOVERNMENT PURNISHED EQUIPMENT PATE RECEIVED RETURN DATE CONDITION OF THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER FORMATION PROTE	
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REVISION Issued MOD P00019 9/23/2011	
2/29/12	3/14/12
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TO"	
"E"	
PLANATION OF REVISION:	
v A - Extencts PoP for SUBCLINs 0003AG and 0003AH from 9/30/2011 to 3/31/2012	
B - Removes	INEERING SERVICE

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00027 ATTACHMENT 0037

FORM 5H-31-00-04

**ENGINEERING SERVICES MEMORANDUM** 

000438

DESCRIPTION OF PROPOSED WORK (CONT)

requirements

ESM NO.

EN11-01 Rev "B"	"B"	Rev	-01	111	EN
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CONTRACT W31P4Q-10-C-0003 MODIFICATION P00027 ATTACHMENT 0037

MAR PAGE 10F 2

AMENDMENT OF SOLICITAT	TON/MODIFICATION	ON OF CONT	RACT	I. Contract I		Page 1 Of 4
2. Amendment/Modification No.	APR 2 4 2012	4. Requisition/Pure	OLEO DE LE		5. Project N	o. (If applicable)
. Issued By	Code W31P40	7. Administered By		than Item 6)	- 02	Code 52205
US ARMY CONTRACTING COMMAND-REDSTONE REDSTONE ARSENAL AL 35898-5280		50 APPLE HI M/S T2PR2	DOWA RAYTHEON TEMESBURY 50 APPLE HILL DRIVE			· 1
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RAYTHEON COMPANY J50 LOWELL ST ANDOVER, MA 01#10-4400	eet, City, County, State and 2	ip Code)		9A. Amendmen 9B. Dated (See	Item 11)	
			×	10A. Modificat	lon Of Contra	et/Order No.
Type Business: Large Business Perf.	orming in U.S.			W31P4Q-10-C-		
ode 05716 Facility Code	otherny in 0.5.		- 1	10B. Dated (Sc 2003MAR17	e Item 13)	
The second secon	THIS ITEM ONLY APPLIE	ECTO AMERICANE	TS OF S		0	
The above numbered solicitation is amend						
hour and date specified.  2. Accounting And Appropriation Data (If recond the Change to Obligation Data)		3				
KIND MOD CODE: G	S ITEM ONLY APPLIES TO It Modifies The Contra				DERS	
A. This Change Order is Issued Pursua The Contract/Order No. In Item 10.  B. The Above Numbered Contract/Order	۸.					th in Item 14 Are Made in
Forth In Item 14, Pursuant To The			anges (suc	n as changes in	paying office,	appropriation data, etc.) Se
C. This Supplemental Agreement Is Ent	tered Into Pursuant To Auth	ority Of: Mutual	Agraener	·.		
D. Other (Specify type of modification a	and authority)					
.IMPORTANT: Contractor is not,		his document and ret	the same of the sa	The second secon	ples to the Iss	
I. Description Of Amendment/Modification (	Organized by UCF section he	adings, including sel	licitation/	ontract subject	matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION						
						14
xcegot as provided herein, all terms and condit	tions of the document referen	nced in item 9A or 10	A, as here	etofore changed	, remains unch	nonged and in full force and
fec#_		16A, Name A	and Title (	of Contracting	Officer (Type	or print)
	15C. Date Signed					C. Date Signed
(Signature of person authorized to sign)	4/34/17					XEXYIII
8N 7540-01-162-8079 RE VIOUS EDITIONS UNUSABLE	1 27 2 1 1 1 1					(REV. 10-83) 2 (48 CFR) 53.24

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
COMMINICATION SHEET	PHN/SHN W31P4Q-10-C-0003	MOD/AMD P00028	

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00028) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 AS A RESULT OF THIS MODIFICATION, THE PERIOD OF PERFORMANCE FOR ESM EN11-04 (SLIN 0003AU) IS EXTENDED FROM 30 APR 12 TO 30 SEP 12. THE PERIOD OF PERFORMANCE FOR EN11-04 IS HEREBY CHANGED TO 30 SEP 12.

A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,386,128.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0028 \*\*\*

Reference No. of Document Being Continued

MOD/AMD P00028

Page 3 of 4

PIIN/SIIN W31P4Q-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO UNIT UNIT PRICE SUPPLIES/SERVICES QUANTITY AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0003AU FY11 OPTION ESM EN11-04 NOUN: 10050 PRON: 4M1J741800 ACRN: AC AMS CD: 17241985551 Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 30-SEP-2012 001

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00028

Page 4 of 4

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Addenda Attachment 0038

Title

Number Date

of Pages

Transmitted By

ENGINEERING SERVICES MEMORANDUM (ESM) EN11-04"B"

001

EMAIL

# **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

	U.S. A			IISSILE COMMAND ., ALABAMA			EN11-04 - Rev "B"				
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00027 ATTACHMENT 0038 PAGE 1 OF 1

# **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

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CONTRACT W31P4Q-10-C-0003 MODIFICATION P00027 ATTACHMENT 0038 PAGE 1 OF 1

DATE:

APR 2 4 2012

AMENDMENT OF SOLICITAT			Cost -Plus -	Fixed-Fee	Page 1 Of 7
I. Amendment/Modification No.	3. 90N 2 7 2012	4. Requisition/Purchase Req	No.	7.755 N	o. (if applicable)
. Issued By	Code NJ.P40	7. Administered By (If other	than Item 6)	A	Code   5220
REDSTONE ARSENAL AL 35899-5280	*	DCMA RAYTHEON TEMKSBURY 50 APPLE HILL DRIVE M/S TIPR2 TEWKSBURY NA 01876-1198			
		SCD A	PAS NONE	ADI	PPT RQ2137
S. Name And Address Of Contractor (No., Stre	et, City, County, State and 2	(ip Code)	9A. Amendme	nt Of Solicitation	on No.
RAYTHEON COMPANY					
350 LOWELL ST ANDOVER, MA 01810 4400			9B. Dated (See	Item 11)	
MINORER, FOR DIGIV 4400		-			
		×	10A. Modifica	tion Of Contra	ct/Order No.
5			W3194Q-10-C	0003	
TYPE BUSINESS: Large Business Perfo	orming in U.S.		10B. Dated (Se	e Item 13)	
Code 05716 Facility Code	The state of the s		2003MAR17	AT	
11.	THIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF S	OLICITATION	S	
hour and date specified.  2. Accounting And Appropriation Data (If req ACRN: AD NET INCREASE: \$.00	ulred)	100			
KIND MOD CODE: G		O MODIFICATIONS OF CO		DERS	
A. This Change Order is Issued Pursuar The Contract/Order No. In Item 10.			The Ci	anges Set For	th In Item 14 Are Made In
B. The Above Numbered Contract/Order Forth In Item 14, Pursuant To The			th as changes in	paying office,	appropriation data, etc.) S
C. This Supplemental Agreement is Ent	ered into Pursuant To Auth	ority Of: MUTUAL AGREEME	VT.		
D. Other (Specify type of modification a	nd authority)				
.IMPORTANT: Contractor is not,		his document and return		pies to the Issu	
6. Description Of Amendment/Modification (C	Organized by UCF section he	endings, including solicitation/	ontract subject	matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION		g.			
The burning that the parent ties,		5.			
xcept as provided herein, all terms and condit	ions of the document refere	nced in item 9A or 10A, as her	tofore changed	, remains unch	anged and in full force an
lect		16A. Name And Title			
					. Date Signed
	6/27/16				1776
CNI TE do DA LES CASO		70			(DEV 10.00)
ISN 75-48-01-152-8070		30-			(AB CED) (

	CONTI	NUATION S	SHEET	Reference No. of Document Be PIIN/SIIN W31P4Q-10-C-0003	Page 2 of 7	
Name	of Offeror	or Contractor:	RAYTHEON CO	MPANY	Washington Co.	
A-2 AS	FURPOSE OF		CATION (PODG	29) IS TO INCORPORATE THE POLLOWING IN	TO CONTRACT W31P4Q-10-C-00	
CLIN	PRON	CHANGE	TO	ESM		
0004AB 0004AA						

SLIN 0004AA HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012. SLIN 0004AB HAS A PERIOD OF PERFORMANCE FROM DATE OF AWARD THROUGH 30 SEPTEMBER 2012.

- A-3 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 0004AA AND 0004AB ARE REFLECTED IN SECTION B OF THIS MODIFICATION.
- A-4 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,386.128.
- A-5 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF MARRATIVE A0029 \*\*\*

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD POOD29

Page 3 of 7

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				266
004	FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified		JE		<u>a</u> r^
	PY12 Labor Material Total PCL COST G&A TCL COST (W/O COM) COST OF MONEY PEB CPFF		9)		
8	Description Hours Exercised Remaining PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL				8
	Material Material  Description Material Exercised Remaining ESTIMATED COST COST OF MONEY FIXED FEE CPPF				-
	COMPOSITE HOURLY RATE IS FOR (End of narrative B001)				
04AA	FY 12 OPTION ESM PM/CM12-01 LABOR		HR		\$
	NOUN: 1018B PM/CM FY12 OPT PRON: 4M2J710300 PRON AMD: 01 ACRN: AD AMS CD: 172419E555L PSC: 6625				Signar.
9	Estimated Cost COM Fixed Fes Total	20			
	ESM Description Hours	-			

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00029

Page 4 of 7

*	PM/CM12-01 PM/CM Labor			
	DIRECT LABOR DIR. LABOR & BURDEN		-	
	COMPOSITE HOURLY RATE			
	(End of narrative B001)			
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination			
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 20-SEP-2012			
4AR	FY12 OPTION BSM PM/CM12-01 MATERIAL/ODC			
	NOUN: 10188 PM/CM FY12 OPT PRON: 4M2J710300 PRON AND: 01 ACRN: AD AMS CD: 172419E555L PSC: 6625	-		
	Estimated Cost COM Fixed Pee			
-	Total			
	ESM Description PM/CM12-01 PM/CM MATERIAL/ODC			
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	(End of marrative B001)			
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Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00029

Page 5 of 7

TEM NO	or or Contractor: RAYTHBON COMPANY SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	CONTINU	ATION	SHEET			io. of Document Being	Continued MOD/AMD	P00029	Page	6 of 7	
Name	of Offeror or (	Contracto	DF: RAYTHEON COMP	PANY	- 100	1727112500-1			_		
ECTION	G - CONTRACT	ADMINIS	TRATION DATA								
	PROM/										
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004AB	AD 21	12132040	0000 W31G3H	25L5L68172419	8555L	25164M2J710300 24M	JLE4M5 S010	21			

Reference No. of Document Being Continued Page 7 of 7 CONTINUATION SHEET PHN/SHN W31P40-10-C-0003 MOD/AMD P00029 Name of Offerer or Contractor: RAYTHEON COMPANY SECTION J - LIST OF ATTACHMENTS List of Number Transmitted By Addenda Date of Pages EMAIL Attachment 0039 ENGINEERING SERVICES MEMORANDUM (ESM) PM/CM12-01 REV A 001

RAYTHEON COMPANY

# **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

U.S. ARMY A	VIATIO	N AND N	NISSILE	COM	MAND		PM/CM	2-01 Rev A
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iouter mite JLENS Program Management / Fiscal Year 2012	Configu	ration Man	agement	ESM for		ONTRACT NO.	10-C-0003	
STIMATED COMPLETION DATE OF ESM	2				- 0	OST ACCOUN		
99/30/2012 ESCRIPTION OF PROPOSED WORK								
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NCUMRENCE SIGNATURES:	IDS .		DATE			CMDS PROJE	CT OFFICE	DATE
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00029 ATTACHMENT 0039 PAGE 1 OF 1

2. Amendment/Modification No.		A Danwicition/Dunabase D	Cost-Plus-	5 Project No	o. (If applicable)
	3. Effective Date	4. Requisition/Purchase R	eq No.	3. Project in	. (11 applicatie)
P00030 . Issued By	0.1	SEE SCHEDULE 7. Administered By (If oth		JL	Code   022
ARMY CONTRACTING COMMAND-REDSTO	Holeso	DCMA RAYTHEON TEN	KSBURY		Code S22
REDSTONE ARSENAL AL 35898-5280	Y	M/S T2FR2 TEWKSBURY MA 018	7€-1198		
		SCD A	PAS NONE	ADI	РТ нооззл
Name And Address Of Contractor (No.,	Street, City, County, State and 2	Zip Code)	9A. Amendme	nt Of Solicitation	on No.
RAYTHEON COMPANY			-		
350 LOWELL ST			9B. Dated (See	tem (1)	
ANDOVER, MA 01810-4400					
		x	10A. Modifica	tion Of Contra	ct/Order No.
			W31P4Q-10-C	-0003	
TYPE BUSINESS: Large Business F	Performing in U.S.		10B. Dated (S	ee Item 13)	
ode 05716 Facility Code	W 100 moral Strong on the Strong one strong		2003MAR17		
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. Accounting And Appropriation Data (I	reaction of CV ENVIVOVER				
NO CHANGE TO OBLIGATION DATA	THIS ITEM ONLY APPLIES T	O MODIFICATIONS OF	CONTRACTS/OR	DERS	
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CONTINUATION SHEET	Reference No. of Document Be	Page 2 of 9	
CONTINUATION SHEET	PIIN/SIIN W31P4Q-10-C-0003	MOD/AMD P00030	

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00030) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 AS A RESULT OF THIS MODIFICATION, THE PERIOD OF PERFORMANCE FOR ESM LOGI1-01 (SLIN 0003AS AND 0003AT) IS EXTENDED FROM 31 AUG 12 TO 30 SEP 12. THE PERIOD OF PERFORMANCE FOR LOGI1-01 IS HEREBY CHANGED TO 30 SEP 12.

A-3 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS UNCHANGED AND REMAINS A TOTAL AMOUNT OF \$5,386,128.

A-4 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0030 \*\*\*

## Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00030

Page 3 of 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0003AS	FY11 OPTION ESM LOG11-01 LABOR		HR		\$
	NOUN: PRE-LRIP WHOLE LIFE PRON: 4M1J740700 PRON AMD: 02 ACRN: AC AMS CD: 172419E5551				
*.	Estimated Cost COM Fixed Fee		, 40.		
	Total				
	ESM Description Hours LOG11-01 Logistics Labor			5.	
	COMPOSITE HOURLY RATE IS				
	The contractor, as an independent contractor and not Engineering Labor in suppport of the JLENS Engineerin			nment, shall furn	sh
	(Bnd of narrative B001)			*	
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination	<b>∀</b> 1			
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE				
	\$ 30-SSP-2012				
003AT	FY11 OPTION ESM LOG11-01 MATERIAL/ODC				\$
	NOUN: PRB-LRIP WHOLE LIPE PRON: 4M1J740700 PRON AMD: 02 ACRN: AC AMS CD: 172419E5551				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00030

Page 4 of 5

TEM NO	ontractor: RAYTHEON COMPANY SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00030

Page 5 of 5

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda

Attachment 0040

Title

Number

of Pages Transmitted By

002

EMAIL

ENGINEERING SERVICES MEMORANDUM (ESM) LOG11-01"B"

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA						LOG11-01 Rev "B"  DATE  7/10/2012		
OJECT TIT					CONTRACT NO.			
STIMATED	LENS Pre-LRIP Whole Life	Availability M	anagement	W31P4Q-10-C-0003				
9/30/20	12				COST ACCOUN	1		
ESCRIPTIO	N OF PROPOSED WORK		****	-				
stainme ind Of S liability anagem	hole Life Availability Managem availability risks that will impact int as of sell-off. Availability Mervice Life), interchangeability a performance, and inventory marent planning, 2) development are corporation into their controlled	production of the anagement will and substitutabile magement. JLEN and coordination	ne system over the effectively integrity, part replacem SS Availability M of mitigation stra	e contra ate part ent loca anagen tegies, ability M	ct period of s availability sting, supplied tent consists 3) transfer of	performance as we , COTS EOL (End er interface, technol of four component f Availability Mana	Il as initial Of Life) & EOS logy insertion, ts: 1) Availabilit agement results to	
G	OVERNMENT FURNISHED EQUIPMENT	DATE REQ	UIRED RETUR	IN DATE		CONDITION OF HE	ETURN	
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00030 ATTACHMENT 0040

DATE: JUL 2 PAGE 1 OF 2

RAYTHEON COMPANY

## ENGINEERING SERVICES MEMORANDUM

FORM 5H-31-00-04

LOG11-01 REV "B"

DESCRIPTION OF PROPOSED WORK (CONT)

## I. Perform Availability Management Planning

Organization of tasks required to perform Availability Management in preparation for JLENS LRIP. Includes scheduling, prioritization, migration of lessons learned, system level oversight of End of Life/End of Service Life (EOL/EOSL) thresholds for all externally procured and internally fabricated Lowest Replaceable Units(LRUs) throughout the system's POP (March 2011- May 2012). Also includes establishment and oversight of system Availability Risk Level (ARL) and development and implementation of asset availability and obsolescence mitigation strategies. Additionally provide Availability Management lead role, EVMS management, and customer interface.

#### 2. Coordinate Mitigation Strategies

Coordinate mitigation strategies for parts obsolescence and availability issues as they arise during the Pre-LRIP phase of the program. Coordinate Rapid Response Team action items to support Investigation Requests (IR). Address problematic design issues as requested by the Subject Matter Experts (SMEs).

Provide Availability Management program meeting support by preparing for and attending weekly program support meetings, design reviews, IPDS reviews, system reviews, team meetings, and any other regularly scheduled program meetings and events as required. Provide weekly and monthly subcontractor progress reviews and attend customer Monthly meeting (VTC or Teleconference). As required obtain SME support from subcontractors TCOM and Raytheon SAS

### 3. Periodic Transfer of Data to JPO to Incorporate Into Their Controlled Website

Accommodate web based reporting needs of JLENS program. Task to include the expansion of the current reporting capabilities within the Availability Dashboard. This task requires incorporation of all pertinent LRIP data structures and inputs into current reporting databases. Availability management data can be periodically (i.e. daily, weekly, etc.) transferred to JPO for incorporation into their controlled website.

#### 4. Deliver Planning and Assessment Reports

Prepare monthly availability assessment reports and weekly Availability Management highlights to summarize activities and accomplishments. Inputs include tasks, status, and issues encountered during previous period. Deliver final summary availability assessment report at completion of contract period.

	Mil,ES	TONE PLAN (MEA	SURABLE TASKS ONLY)		
MILESTONE	START DATE	END DATE	MILESTONE	START DATE	ENDOATE

JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00030
ATTACHMENT 0040
PAGE 2 OF 2

DATE: JUL 2 6 2012

AMENDMENT OF SOLICITAT	ION/MODIFICATI	ON OF CONTRACT	1. Contract ID Code Cost -Plus-Fixed-Fee	Page 1 Of 7
2. Amendment/Modification No.	AUG 0 1 2012	4. Requisition/Purchase Req	No. 5. Project N	o. (If applicable)
. Issued By	Code   W31P40	7. Administered By (If other		Code   S220
REDSTONE ARSENAL AL 35898-5280		DCMA RAYTHEON TEWKSI 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		1
		SCD A		P PT HQ0337
RAYTHEON COMPANY 350 LOWELL ST ANDOVER, MA 01813-4402	eet, City, County, State and a	Zup Code)	9A. Amendment Of Solicitati  9B. Dated (See Item 11)  10A. Modification Of Contra	
			W31P40-10-C-0003	
TYPE BUSINESS: Large Business Perf	crming in U.S.	-	10B. Dated (See Item 13)	
Code 05716 Facility Code		(6)	2003MAR17	
11.	THIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	LICITATIONS	
SPECIFIED MAY RESULT IN REJECTION may be made by telegram or letter, provide hour and date specified.  2. Accounting And Appropriation Data (If reachers: ACRN: AE NET INCREASE: \$385,703.00	d each telegram or letter ma quired)			
KIND MOD CODE: G		O MODIFICATIONS OF COR act/Order No. As Described In		
A. This Change Order is Issued Pursua The Contract/Order No. In Item 10	IA.			th In Item 14 Are Made In
B. The Above Numbered Contract/Ord Forth in Item 14, Pursuant To The			h as changes in paying office,	appropriation data, etc.) S
C. This Supplemental Agreement Is En	tered Into Pursuant To Auth	nority Of: MUTUAL AGREEMEN	T	
D. Other (Specify type of modification	and authority)	1982		
.IMPORTANT: Contractor is not	, 🔲 is required to sign t	this document and return	copies to the Issu	ing Office.
4. Description Of Amendment/Modification (	Organized by UCF section h	eadings, including solicitation/c	ontract subject matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION				
		œ		
xcept as provided herein, all terms and condi	tions of the document refere	nced in item 9A or 10A, as here	tofore changed, remains unch	anged and in full force and
Tect.		16A. Name And Title C	Of Contracting Officer (Type o	or orint)
	15C. Date Signed 8/1/12	)		16C. Date Signed 8 //// 7
PEVIOUS ENTINE UNITED DE		30-1		1 30 (REV. 10-83)

#### Reference No. of Document Being Continued

ed Page 2 of 7

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00031

Name of Offeror or Contractor: PAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00031) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES TOTAL LABOR AND MATERIAL/ODC Dollars from CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION SLING 0004AD AND 0004AE ARE ESTABLISHED IN THE TOTAL AMOUNT OF FOLLOWS:

AND ARE REFLECTED AS

CLIN	BSM	PRON	HOURS	DOLLAR	
0004AD	EN12-04	4M2J721700	LABOR	\$	
0004AE	EN12-04	4M2J721700	MATERIAL/ODC		
TOTAL				\$	

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLINS: 0004AD AND 0004AE HAVE A PERIOD OF PERFORMANCE FROM 1 AUGUST 2012 THROUGH 15 PEBRUARY 2013.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLINS 0004AD AND 0004AE ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$385,703 FROM \$5,386,128.00 TO \$5,771,831.00.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0031 \*\*\*

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00031

Page 3 of 7

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
004	FY12 OPTION PERIOD JLENS ENG SRVS				
	SECURITY CLASS: Unclassified				
	FY12 Labor Material Total PCL COST				
	G&A TCL COST (W/O COM)				
	COST OF MONEY FEE				
	CPPP				
	Hours Hours				
	Description Hours Exercised Remaining PM/CM				
	ENGINEERING PRODUCT ASSUR/TEST				
	LOGISTICS				
	Material Material				
	Description Material Exercised Remaining ESTIMATED COST				
	COST OF MONEY FIXED FEE				
	Cbbb				
	COMPOSITE HOURLY RATE IS FOR				2
	(End of narrative B001)				
04AD	FY12 OPTION ESM E12-04 LABOR		HR		\$
	NOUN: 12516 PRON: 4M2J721700 PRON AMD: 01 ACRN: AE				
	PSC: 6625				
	Estimated Cost \$				
	COM Fixed Fee				
	Total \$				
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	ESM Description Hours				
	E12-04 Engineering				

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00031

Page 4 of 7

TEM NO SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	COMPOSITE HOURLY RATE				
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004AE	FY12 OPTION ESM E12-04 MATERIAL/ODC				\$
	NOUN: 12516				
	PRON: 4M2J721700 PRON AMD; 01 ACRN: AE				
	PSC: 6625				-
	Estimated Cost \$ COM				
	_Fixed Fee				
	Total \$				
	ESM Description EN12-04 ENGINEERING MATERIAL/ODC			31	
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DLVR SCH PERF COMPL REL CD QUANTITY DATE				
	001 15-FEB-2013				

Reference No. of Document Being Continued

Page 5 of 7

CONTINUATION SHEET PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00031 Name of Offerer or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00031

Page 6 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

LINE AMS CD/ ITEM MIPR 0004AD 4M2J721700

0004AE 4M2J721700

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OBLG JO NO/ STAT ACCT ASSIGN A.0000013.1.2

A.0000013.1.2

ACRN AE \$ PRIOR AMOUNT NET CHANGE

INCREASE/ DECREASE 385,703.00

CUMULATIVE AMOUNT

ACRN

ACCOUNTING CLASSIFICATION

021 201220132040

A5XFJ 172419E55FPDG

251C L031695772 A.0000013.1.2

INCREASE/ DECREASE 021001 \$ 385,703.00

NET CHANGE \$

385,703.00

PRIOR AMOUNT OF AWARD

INCREASE/DECREASE AMOUNT 385,703.00

CUMULATIVE OBLIG AMT

NET CHANGE FOR AWARD:

5,386,128.00

5,771,831.00

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0004AE

ITEM 0004AD

ACRN EDI/SFIS ACCOUNTING CLASSIFICATION

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A5XFJ 172419E55FPDG 251C L031695772 A.0000013.1.2 251C L031695772 A.0000013.1.2 021001

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CONTINUATION SHEET

Reference No. of Document Being Continued

MOD/AMD P00031

Date

Page 7 of 7

PHN/SHN W31P4Q-10-C-0003

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Addenda Attachment 0041 ENGINEERING SERVICES MEMORANDUM (ESM) EN12-04

Title

Number

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775 - 18 Tymigal Bussian to make produce and the transition	SMs as required  HAMBWARE, BEREFIE AF  SMs as required	WARE THE PROPERTY OF THE		and the second section of the second		
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00031 ATTACHMENT 0041

DATE: AUG 0 1 201

RAYTHEON COMPANY

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ENGINEERING	SERVICES	INICIAIOKA	

FORM 5H-31-00-04

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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00031 ATTACHMENT 0041 PAGE 2 OF 2

DATE: AUG 0 1 2012

Amendment/Modification No. 3. Effective Date		ON OF CONTRACT	Cost-Plus-F	5. Project No. (If applicable)		-
4. Amendment/Modification No.	Allo o o	4. Requisition/Purchase Req	110.	5. Project No	e. (11 applicable)	
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7	Harrad	7. Administered By (If other			Code	5220
ARMY CONTRACTING COMMAND REDSTONE	•	DCMA RAYTHEON TEWKS 50 APPLE HILL DRIVE	BURY			
REDSTONE ARSENAL AL 35898-5280		M/S T2FR2 TEWKSBURY MA 01876	-1198			
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8. Name And Address Of Contractor (No., St	seet City County State and	SCD A	9A, Amendmen		P PT HQ0337	
RAYTHEON COMPANY	reet, City, County, State and I	Zip Code)	7A, Amenunica	ii Oi Soncitati	0B 140.	
350 LOWELL ST			0D D-1-1/6	11 111		
ANDOVER, MA 01814-4400			9B. Dated (See	item 11)		
		X	10A. Modificat	ion Of Contra	ct/Order No.	
			W31P4O-10-C-	0003		
TYPE BUSINESS: Large Business Per	forming in U.S.		10B. Dated (Sec			-
Code 05716 Facility Code	100-1		2003MAR17			
II.	. THIS ITEM ONLY APPLI	ES TO AMENDMENTS OF S	DLICITATIONS	S		
A. This Change Order is Issued Pursu The Contract/Order No. In Item I B. The Above Numbered Contract/Or Forth In Item 14, Pursuant To Th	IIS ITEM ONLY APPLIES T It Modifies The Contri ant To: 10A. der Is Modified To Reflect TI e Authority of FAR 43.103(b).	• F	Item 14. The Ch	unges Set For	th In Item I4 Are N	
C. This Supplemental Agreement Is E		nority Of: MUTUAL AGREEMEN	T			
D. Other (Specify type of modification	and authority)					
		this document and return		pies to the Issu		
4. Description Of Amendment/Modification						
4. Description Of Amendment/Modification						
4. Description Of Amendment/Modification						
4. Description Of Amendment/Modification  SEE SECOND PAGE FOR DESCRIPTION  Accept as provided herein, all terms and conductions	(Organized by UCF section h	cadings, including solicitation/o	on Iract subject	matter where	feasible.)	arce an
4. Description Of Amendment/Modification  SEE SECOND PAGE FOR DESCRIPTION  Accept as provided herein, all terms and conductions	(Organized by UCF section h	eadings, including solicitation/o	on Iract subject	matter where	feasible.)	orce an
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4. Description Of Amendment/Modification	(Organized by UCF section h	eadings, including solicitation/o	on Iract subject	matter where	feasible.)	

#### CONTINUATION SHEET

Reference No. of Document Being Continued

Page 2 of 6

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00032

Name of Offerer or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00032) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES TOTAL LABOR FROM CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION SLINE 0004AF IS ESTABLISHED IN THE TOTAL AMOUNT OF

AND ARE REFLECTED AS FOLLOWS:

CLIN

ESM

PRON

HOURS

DOLLAR

0004AF

PM/CM 12-02

4M2J710300

TOTAL

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLIN: 0004AF HAS A PERIOD OF PERFORMANCE FROM 07 JULY 2012 THROUGH 30 SEPTEMBER 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLIN 0004AF IS REFLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$34,532 FROM \$5,771,831 TO \$5,806,363.

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND RFFECT.

\*\*\* END OF NARRATIVE A0032 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00032

Page 3 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO UNIT UNIT PRICE SUPPLIES/SERVICES QUANTITY AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total FY12 PCL COST G&A TCL COST (W/O COM) COST OF MONEY FEE CPFF Hours Hours Description PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Description Material Exercised Remaining ESTIMATED COST COST OF MONEY PIXED PEE COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0004AF HR FY12 OPTION ESM PM/CM 12-02 LABOR NOUN: 10188 PM/CM FY12 OPT PRON: 4M2J710300 PRON AMD: 02 AMS CD: 172419E555L PSC: 6625 Estimated Cost Fixed Fee Total Description

Reference No. of Document Being Continued

Page 4 of 6

PIIN/SIIN W31F4Q-10-C-0003 MOD/AMD P00032 Name of Offerer or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT PM/CM 12-02 PM/CM COMPOSITE HOURLY RATE (End of narrative B001) Inspection and Acceptance ACCEPTANCE: Origin INSPECTION: Origin Deliveries or Performance DLVR SCH PERF COMPL REL CD DATE 30-SEP-2012

Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00032

INCREASE/

DECREASE

Page 5 of 6

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

LINE

AMS CD/ ITEM MIPR

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172419E555L

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PRIOR AMOUNT

NET CHANGE 34,532.00 CUMULATIVE AMOUNT

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INCREASE/ DECREASE 34,532.00

NET CHANGE \$

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OF AWARD

INCREASE/DECREASE AMOUNT

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CUMULATIVE OBLIG AMT

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NET CHANGE FOR AWARD: . 5,771,831.00

LINE ITEM

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CONTINUATION SHEET

Reference No. of Document Being Continued

Date

Page 6 of 6

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00032

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of

Addenda Title Number

of Pages

Transmitted By EMAIL

Attachment 0042 ENGINEERING SERVICES MEMORANDUM (ESM) PM/CM12-02

002

Redactions per (b)(4), (b)(6), (b)(3)(A)(i) and Title 10 Sec.130 (a)(c)

000475

Enclosure: (1) ESM PM/CM12-02

RAYTHEON COMPANY

#### FORM 5H-31-00-04 **ENGINEERING SERVICES MEMORANDUM** PM/CM12-02 U.S. ARMY AVIATION AND MISSILE COMMAND REDSTONE ARSENAL, ALABAMA 07/25/2012 PROJECT TITLE CONTRACT NO. PM\CM Additional Funding W31P4Q-10-C-0003 ESTIMATED COMPLETION DATE OF ESM COST ACCOUNT 09/30/2012 DESCREPTION OF PROPOSED WORK GOVERNMENT FURNISHED EQUIPMENT CONDITION OF REYURN DAYE REQUIRED RETURNIDATE To be specified in Sub-ESMs as required RESULTING DOCUMENTATION, HARDWARE, BENEFITS AND DELIVERY DATE To be specified in Sub-ESMs as required ESTIMATED COST \*\*\* THE FOLLOWING IS PROPRIETARY INFORMATION PROTECTED UNDER P. L. 100-679 \*\*\* OFFGINAL ISSUE CHANGE CHANGE CHANGE CHANGE CHANGE DIRECT LABOR HOURS DIRECT LABOR & BURDEN S MATERIAL 8 S COMPTINUEUBCONTR LER \$ 8 3 TRAVEL & PER DIEM \$ 5 5 5 OTHER 7 \$ S TOTAL \$ 5 1 5 ESM MOTATORS CMOS P.O.: CONCURRENCE SIGNATURES: DATE ORIGINAL 5/12 REVISION A HEVISION REVISION REVISION REVISION

JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00032 ATTACHMENT 0042 PAGE 1 OF 2

DATE: AUG 0 9 2012

# **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

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DESCRIPTION OF PROPOS	ED WORK (CO	NT)							
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JLENS ENGINEERING SERVICES
CONTRACT W31P4Q-10-C-0003
MODIFICATION P00032
ATTACHMENT 0042
PAGE 2 OF 2
DATE: AUG 0 9 2012

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req	Cost-Plus-F No.		o. (If applicable)
P00033	AUG 1 0 2012.	SEE SCHEDULE		JL (	0007 12
6. Issued By	Code W31P4Q	7. Administered By (If other	than Item 6)		Code S2205
AEMV COMMENT OF THE PARTY OF TH	No.	DCMA RAYTHEON TEWKS	BURY		10
	-	50 APPLE HILL DRIVE M/S T2FR2			
REDSTONE ARSENAL AL 35898-5280	-	TEWKSBURY MA 01876	-1198		
		SCD A	PAS NONE	ADI	PT HQ0337
8. Name And Address Of Contractor (No., St	treet, City, County, State and I	Zip Code)	9A. Amendmen	t Of Solicitation	on No.
RAYTHEON COMPANY					
350 LOWELL ST ANDOVER, MA 01810-4400			9B. Dated (See	Item 11)	
720 01010-1100		<del>     </del>	10A. Modificati	on Of Contro	ov/Onder No
		x	IUA. Modificati	ion Of Contra	ci/Order No.
TYPE BUSINESS: Large Business Per	rforming in H c		W31P4Q-10-C-		
Code 05716 Facility Code	LLOIMING IN 0.5.		10B. Dated (See 2003MAR17	tem 13)	
Taciny Code	1 THIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO			
The above numbered solicitation is ame		The hour and date specified for	receipt of Offers		
is extended, is not extended	I.				
Office - Calcinded,   is not extended		The Revenue of the second second		and an array was	
Offers must acknowledge receipt of this ar	mendment prior to the hour a	nd date specified in the solicitat	ion or as amende	d by one of th	e following methods:
(a) Property acknowledge receipt of this ar	mendment prior to the hour at	nd date specified in the solicitat	ion or as amende	a by one of th	e following methods:
(a) by completing items 8 and 15, and retu	arning copies of	the amendments: (b) By acknow	wledging receip	t of this amend	lment on each copy of the
offer submitted; or (c) By separate letter of	ar talagram which includes a r	aferance to the collectation and	amandment num	have FAILI	DE OF VOLID
ACKNOWLEDGMENT TO BE RECEIV	TED AT THE DIACE DESIGN	VATED FOR THE DECEMEN	OF OFFEDS DD	IOD TO THE	HOUR AND DATE
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#### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00033

Page 2 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00033) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES TOTAL LABOR FROM CLIN 0004.

A-3 AS A RESULT OF THIS MODIFICATION SLINB 0004AG AND 0004AH IS ESTABLISHED IN THE TOTAL AMOUNT OF

ARE REFLECTED AS FOLLOWS:

CLIN ESM PRON HOURS DOLLAR

0004AG EN 12-03 4M2J715400

0004AH EN 12-03 4M2J715400

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLIN: 0004AF HAS A PERIOD OF PERFORMANCE FROM 11 JULY 2012 THROUGH 30 SEPTEMBER 2012.

A-4 THE BREAKOUT OF ASSOCIATED COSTS FOR SLINS 0004AG AND 0004AH ARE REPLECTED IN SECTION B OF THIS MODIFICATION.

A-5 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$82,761 FROM \$5,806,363 TO \$5,889,124-

A-6 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF MARRATIVE A0033 \*\*\*

Reference No. of Document Being Continued

MOD/AMD P00033

Page 3 of 7

PHN/SHN W31P4Q-10-C-0003 Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 0004 FY12 OPTION PERIOD JLENS ENG SRVS SECURITY CLASS: Unclassified Labor Material Total FY12 PCL COST GEA TCL COST (W/O COM COST OF MONEY FEE CPFF Hours Hours Exercised Remaining Description PM/CM ENGINEERING PRODUCT ASSUR/TEST LOGISTICS TOTAL Material Material Exercised Remaining Description ESTIMATED COST COST OF MONEY FIXED FEE CPFF COMPOSITE HOURLY RATE IS FOR (End of narrative B001) 0004AG HR FY12 OPTION ESM EN12-03 LABOR NOUN: 11466 PRON: 4M2J715400 PRON AMD: 02 ACRN: AD AMS CD: 172419E555L PSC: 6625 Estimated Cost COM Fixed Fee Total BSM Description Hours

### Reference No. of Document Being Continued

PHN/SHN W31P4Q-10-C-0003

MOD/AMD P00033

Page 4 of 7

ITEM NO	ror or Contractor: RAYTHBON COMPANY SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00033

Page 5 of 7

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO QUANTITY UNIT SUPPLIES/SERVICES UNIT PRICE AMOUNT Deliveries or Performance DLVR SCH PERF COMPL REL CD 30-SEP-2012 001

ACRN EDI/SFIS ACCOUNTING CLASSIFICATION

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ITEM

0004AG

0004AH

Reference No. of Document Being Continued Page 6 of 7 CONTINUATION SHEET PIIN/SIIN W31P4Q-10-C-0003 MOD/AMD P00033 Name of Offeror or Contractor: RAYTHEON COMPANY SECTION G - CONTRACT ADMINISTRATION DATA PRON/ LINE AMS CD/ OBLG JO NO/ INCREASE/ CUMULATIVE ITEM MIPR PRIOR AMOUNT STAT ACCT ASSIGN ACRN 0004AG 4M2J715400 AD 1 24MJLE 172419E555L 0004AH 4M2J715400 1 24MJLE AD 172419ES55L NET CHANGE \$ 82,761.00 INCREASE/ ACRN ACCOUNTING CLASSIFICATION DECREASE 21 22040000025L5L68P1724192516 S01021 AD W31G3H 82,761.00 NET CHANGE \$ 82,761.00 PRIOR AMOUNT INCREASE/DECREASE CUMULATIVE OF AWARD AMOUNT OBLIG AMT NET CHANGE FOR AWARD: \$ 5,806,363.00 82,761.00 5,889,124.00 LINE

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24MJLE4M5 501021

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Attachment 0043

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00033

Date

Page 7 of 7

Name of Offerer or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of Addenda

Title ENGINEERING SERVICES MEMORANDUM (ESM) EN12-03 Number

of Pages

Transmitted By

002 EMAIL Enclosure: (1) ESM EN12-03

RAYTHEON COMPANY

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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00033 ATTACHMENT 0043 PAGE 1 OF 2

DATE:

PAGE 1 OF 2 AUG 1 0 2012

### **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

			E	SM NO.	
DESCRIPTION OF PROPOSED WORK (CON'T)				EN12-03	
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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00033 ATTACHMENT 0043

DATE: AUG 1 0 2012

Enclosure: (1) ESM EN12-03

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RAYTHEON COMPANY

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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00033 ATTACHMENT 0043 PAGE 1 OF 2 AUG 1 0 2012

DATE:

ROUTHON COMPANY

DESCRIPTION OF PROPOSED WORK (CON'T)

MILESTON E PLAN (MEASURABLE TASKS ONLY) MILESTONE

# **ENGINEERIN**

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JLENS ENGINEERING SERVICES CONTRACT W31P4Q-10-C-0003 MODIFICATION P00033 ATTACHMENT 0043
PAGE 2 OF 2
DATE: AUG 1 0 2012

. Amendment of locality in the	. Amendment/Modification No. 3. Effective Date:			5. Project No. (If applicable)		
	CER - 0	4. Requisition/Purchase R	eq No.	5. Project N	o. (If applicable)	
P00034	SEP 1 3 2012	SEE SCHEDULE		JL	0007 12	
Issued By	Code W31P4Q	7. Administered By (If oth	er than Item 6)	*	Code	52205
ARMY CONTRACTING COMMAND-REDSTONE	38	DCMA RAYTHEON TEN				
		50 APPLE WILL DRI M/S TZFRZ	VE			
REDSTONE ARSENAL AL 35898-5280		TEWKSBURY MA 018	76-1198			
	₽	SCD A	PAS NOLE	ADI	P PT HQ0337	
Name And Address Of Contractor (No., Street	t, City, County, State and 2	(ip Code)	9A. Amendme	nt Of Solicitation	on No.	
RAYTHEON COMPLMY		1244	T 10-30-410-0-WS 3000-30			
350 LOWELL ST			9B. Dated (See	Hem 11)		-
ANDOVER, MA G1810-4400			70. Dates (See			
		x	10A. Modifica	tion Of Contra	ct/Order No.	
		-	W31P40-10-C	-0003		
TYPE BUSINESS: Large Business Perfo	ening in U.S.		10B. Dated (Se			
ode 05716 Facility Code			2003MAR17	1957		
11.7	HIS ITEM ONLY APPLIE	ES TO AMENDMENTS OF	SOLICITATION	S	43	
The above numbered solicitation is amende	ed as set forth in item 14. T	he hour and date specified (	or receipt of Differ	3		
and the state of t		ne nous and oute speemed	or receipt or office	no.		
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Offers must acknowledge receipt of this amor	idment prior to the hour on	d date specified in the solle	tation or at amond	and he are of th	o following motho	de
Offers must acknowledge receipt of this amen	idment prior to the hour an	d date specified in the solic	tution or as sinend	led by one of th	e following metho	ds:
(a) By completing items 8 and 15, and returni	na capies of	the amandments: (h) Ry or	conwlodaina recel	d of this uman	Imant on each con	w of the
						y or me
offer submitted; or (c) By separate letter or to						
ACKNOWLEDGMENT TO BE RECEIVED	AT THE PLACE DESIGN	ATED FOR THE RECEIP	T OF OFFERS PF	NOR TO THE	HOUR AND DAT	TE.
SPECIFIED MAY RESULT IN REJECTION	N OF YOUR OFFER. If by	virtue of this amendment	ou desire to chang	e an offer afres	ady submitted, suc	h change
may be made by telegram or letter, provided						
hour and date specified.		G100 K 3	n sate	9 500		12.4
. Accounting And Appropriation Data (If requ	(5)			201		
ACRN: AF NET INCREASE: \$2,457,873.0	0					
IJ. THIS	ITEM ONLY APPLIES T			DERS		WITH CO.
KIND MOD CODE 6		et/Order No. As Described				
A. This Change Order is Issued Pursuant The Contract/Order No. In Item 10A			The Ch	anges Set Fort	th In Item 14 Are	Made In
B. The Above Numbered Contract/Order	Is Modified To Reflect Th	e Administrative Changes (	such as changes in	paying office,	appropriation data	etc.) Set
Forth In Item 14, Pursuant To The A	uthority of FAR 43.103(b).	to zeloù		exter ACE	AND AND SECTION OF THE PROPERTY OF THE PROPERT	
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C. This Supplemental Agreement Is Ente	red Into Pursuant To Auth	erity Of:			to the second	
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#### CONTINUATION SHEET

#### Reference No. of Document Being Continued

PHN/SHN W31P40-10-C-0003

MOD/AMD P00034

Page 2 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

A-1 THE PURPOSE OF THIS MODIFICATION (P00034) IS TO INCORPORATE THE FOLLOWING INTO CONTRACT W31P4Q-10-C-0003.

A-2 THE FOLLOWING PERIOD OF PERFORMANCE CHANGES ARE MADE ON ENGINEERING SERVICE MEMORADUMS (SSMS)/SUB-ENGINEERING SERVICE MEMORADUMS (SUB ESMS).

ESM SLIN FROM LOG 11-02 REV C SAEGOO 30 SEPT 2012 31 OCT 2012 LOG 11-02 REV C 30 SEPT 2012 0003AQ 31 OCT 2012 EN 12-03 REV A 0004AG 30 SEPT 2012 31 OCT 2012 EN 12-03 REV A 0004AH 30 SEPT 2012 31 OCT 2012

A-3 THE FOLLOWING ENGINEERING SERVICE MEMORANDUMS ARE INCLUDED AS ATTACHMENTS IN SECTION J OF THE CONTRACT.

ESM ATTACHMENT

LOG 11-02 REV C 0040

EN 12-03 REV A 0043

EN 12-06 0044

A-4 BY EXECUTION OF THIS MODIFICATION, PURSUANT TO SECTION H-7 TO THE CONTRACT ENTITLED "OPTIONS" THE US GOVERNMENT HEREBY EXERCISES TOTAL LABOR FROM CLIN 0004.

A-5 AS A RESULT OF THIS MODIFICATION SLINS 0004AL AND 0004AM IS ESTABLISHED IN THE TOTAL AMOUNT OF FOLLOWS:

AND ARE REPLECTED AS

CLIN ESM PRON HOURS DOLLAR

0004AL EN 12-06 4M2J721900

TOTAL

FOR THE ACCOMPLISHMENT OF TASKS UNDER THE NEWLY ESTABLISHED SLINS: 0004AL AND 0004AM HAVE A PERIOD OF PERFORMANCE FROM 3 SPETEMBER 2012 THROUGH 27 SEPTEMBER 2013.

A-6 THE BREAKOUT OF ASSOCIATED COSTS FOR SLINS 0004AL AND 0004AM ARE REFLECTED IN SECTION B OF THIS MODIFICATION.

A-7 AS A RESULT OF THIS MODIFICATION, THE TOTAL CONTRACT OBLIGATED AMOUNT IS INCREASED BY \$2,457,873 FROM \$5,889,124 TO \$8,346,997.

A-8 EXCEPT AS PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A0034 \*\*\*

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00034

Page 3 of a

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
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0003AQ	FY11 OPTION ESM LOG11-02 LABOR		HR		
	NOUN: PERFORM INTERIM SPT PRON: 4M1J740900 PRON AMD: 01 ACRN: AC		1 1		
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004	FY12 OPTION PERIOD JLENS ENG SRVS				
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	CPFF				
	Hours Hours				

Reference No. of Document Being Continued

PIIN/SIIN W31P4Q-10-C-0003

MOD/AMD P00034

Page 4 of 8

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Description House Provided Possibles				
	Description Hours Exercised Remaining PM/CM				
	ENGINEERING				
	PRODUCT ASSUR/TEST				
	LOGISTICS		1 1		
	TOTAL		1 1		
			1 1		
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	Material Material Description Material Exercised Remaining		f 1		
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	FIXED FEE		1 1		
	CPFF				
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Page 5 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0004AL FY12 OPTION ESM EN12-06 NOUN: #12378 SITE SELECTIO PRON: 4M2J721900 PRON AMD: 01 ACRN: AF Estimated Cost COM Fixed Fee ESM Description EN12-06 COMPOSITE HOURLY RATE Estimated Cost COM Fixed Fee Total Description EN12-06 Labor COMPOSITE HOURLY RATE Estimated Cost COM Fixed Fee Total BSM Description BN12-06 Labor COMPOSITE HOURLY RATE (End of narrative BOO1)

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Page 6 of 8

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Reference No. of Document Being Continued

MOD/AMD P00034

Page 7 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

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MOD/AMD P00034

Page 8 of 8

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 0040	ENGINEERING SERVICES MEMORANDUM (ESM) LOG11-01"B"	04-SEP-2012	001	EMAIL
Attachment 0043	ENGINEERING SERVICES MEMORANDUM (ESM) EN12-03"A"	04-SEP-2012	001	EMAIL .
Attachment 0044	ENGINEERING SERVICES MEMORANDUM EN12-06	21-AUG-2012	003	EMAIL

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			,			09/4/2012	
PROJECT TITLE					CONTRACT NO.		
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10/31/2012							
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CONTRACT MODIFCIFATION
W31P4Q-10-C-0003 MOD P00034
ATTACHMENT 0043
1 OF 1

## **ENGINEERING SERVICES MEMORANDUM**

FORM 5H-31-00-04

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ROJECT TITLE						CONTRACT NO.		
Site Selection and E	xercise Planning			-		W31P4Q-	10-C-0003	-
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# **ENGINEERING SERVICES MEMORANDUM**

FORM 6H-31-00-04

Personnel required for the site screening would be:  Radar System engineer to assess line of site and potential RF interference sources  Communications Engineer to assess network infrastructure and data movement back to Huntsville, Andover,  Logistician to assess transportation, accessibility and local sources of supply  Platform engineer to evaluate the site for flight suitability  Power engineer to evaluate commercial power sources for site use  Integration/Safety Engineer  Project Manager to coordinate team  Raytheon will participate with the government team in analyzing the survey results and ranking the sites. Raytheoutput will be a site screening briefing and report. The expected period of performance will extend six months contract award. Planning will include three trips to Huntsville; pre-planning, mid-term discussions and a final outbrief.  abor 3,180 Hours  Is ite visits for 6 people: Prep/visit/follow-up at per visit per person = Huntsville visits for 6 people: Prep/visit/follow-up at per visit per person = Huntsville visits for 6 people: Prep/visit/follow-up at per visit per person = Huntsville visits for 1 Person at per visit  People for 3 Site Visits; 6 People for 3 Huntsville trips  LESTONE PLAN (MEASURABLE TASKS ONLY)					EN12-06	
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### **ENGINEERING SERVICES MEMORANDUM**

FORM 8H-31-00-04

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EN12-06

DESCRIPTION OF PROPOSED WORK (CON'T)

Exercise Planning

Provide up to 4 full time equivalent (FTE) heads to work with JPO developing the necessary plans for the exercise. One of the FTEs will be the Raytheon exercise lead and the primary JPO counterpart. The other three FTEs will vary depending on the planning stage and topic. Planning will include such items as: site development, comms planning, network integration, transportation, site integration & activation, electromagnetic spectrum analysis, risk assessment and planning, public impact assessments, hardware subsystem selection (Orbit 1 or Orbit 2), etc. It is anticipated that the list of activities will vary in topic and detail as exercise planning matures. The period of performance will extend to the end of fiscal 2013. Planning will also include every other month trips to Huntsville.

POP = Sept 2012 - Sept 2013.

Labor 6,525 Hours

3 FTE x 13 months =

IDS Travel

3 people for 6 trips to Huntsville

SAS Travel

1 person for 6 trips to Huntsville

SAS Labor

MILESTONE	START DATE	END DATE	MILESTONE		START DATE	END DAT
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Sheet 3