

**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER D-AS (15 CFR 350) RATING **DX-A2** PAGE OF 1 PAGES 49

2. CONTRACT (Proc. Inst. Item) NO. **DASG50-98-C-0001**

3. EFFECTIVE DATE **38**

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **ORDER NO. ER8D730500-01**

5. ISSUED BY **U. S. ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801**

6. ADMINISTERED BY (If other than Item 5) **DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816**

SCD: A ADP: NA PAS: NONE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

**H & R COMPANY  
A JOINT VENTURE OF  
HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY  
2175 PARK PLACE  
PO BOX 902  
EL SEGUNDO CA 90245  
ATTN: [REDACTED]**

8. DELIVERY  FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT **NET**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: **ITEM See Section G, Para. G-1**

CODE **1CEX7** FACILITY CODE

11. SHIP TO/MARK FOR **SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423**

12. PAYMENT WILL BE MADE BY **DFAS Columbus Center mailing procedures provided under separate cover**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 USC 2304(a)(6)  41 USC 253(a)(1)

14. ACCOUNTING AND APPROPRIATION DATA **See Section G-5**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					92,541,554

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract; (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) **See Page 1A**

20A. NAME OF CONTRACTING OFFICER **See Page 1A**

19B. NAME OF CONTRACTOR BY \_\_\_\_\_ (Signature of person authorized to sign)

19C. DATE SIGNED \_\_\_\_\_

20B. UNITED STATES OF AMERICA BY \_\_\_\_\_ (Signature of Contracting Officer)

20C. DATE SIGNED \_\_\_\_\_

CONTRACT DASG60-98-C-0001  
SIGNATURE PAGE

Raytheon Company  
Successor in interest to  
Hughes Aircraft Company  
2175 Park Place  
El Segundo, CA 90245

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 28 January 1998

Raytheon Company  
180 Hartwell Road  
Bedford, MA 01730

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 28 January 1998

(b)(6)

H&R Company  
A Joint Venture of Hughes Aircraft Company and Raytheon Company  
2175 Park Place

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 30 January 1998

U.S. Army Space and Missile Defense Command  
Contr & Acq Mgmt Ofc. SMDC-CM-CN  
P.O. Box 1500  
Huntsville, AL 35807-3801  
DEPARTMENT OF THE ARMY

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 30 January 1998

PART I - THE SCHEDULESECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0001	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1A in said Scope of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 1,482,003
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1B in said Scope of Work.	1	Task	\$ 91,059,553
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, except A004, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000003

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b><u>OPTION I (SEGMENT 2)</u></b>				
0005	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S2 in said Scope of Work.	1	Task	\$183,473,939
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B019, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<b><u>OPTION II (SEGMENT 3)</u></b>				
0007	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S3 in said Scope of Work.	1	Task	\$ 16,171,655
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit C, consisting of Exhibit Line Item Nos. C001 through C002, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

TOTAL

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

- a. The estimated cost of the CLIN, is \$1,482,003.
- b. The total CLIN amount is \$1,482,003.

000004

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

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

(b)(4)

B-4 ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL CONTRACT AMOUNT FOR CLINs 0005/0006:

- a. Estimated cost: [REDACTED]
- b. Base fee: [REDACTED]
- c. Estimated cost plus base fee: [REDACTED]
- d. Maximum award fee: [REDACTED]
- e. Total estimated cost, base fee, and maximum award fee: \$183,473,939

(b)(4)

B-5 ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0007/0008:

- a. The estimated cost, exclusive of fixed fee of the contract, is [REDACTED]
- b. The fixed fee of the contract is [REDACTED]
- c. The total contract amount is \$16,171,655.

(b)(4)

B-6. COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

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

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

(b)(4)

\*Not Separately Priced

000005

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

100/0 (government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals [redacted]. Notwithstanding any other provision of the contract, the Government will reimburse the contractor [redacted] the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals [redacted] at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ratio of [redacted] (government/contractor) until completion or until the contractor's share equals [redacted] whichever ever occurs first. All costs in excess of the amount when the contractor's share equals [redacted] will be [redacted] government/contractor

(b)(4)

**B-7. INCENTIVE FEE FOR CLINs 0003/0004:**

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

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

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

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

**FAR 52.216-10 INCENTIVE FEE**

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

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost until a threshold minimum fee amount of [redacted] is reached. In no event shall the fee be greater than [redacted]. For allowable costs which exceed the point at which a threshold minimum fee of [redacted] is reached, the government's share will be [redacted] and the contractor's share will be [redacted] until the contractor's share equals [redacted] thereafter the government will reimburse the contractor [redacted] of the allowable cost, the contractor's share being [redacted] until the contractor's share of such allowable costs equals [redacted] of target cost at which point the share ratio will be [redacted] government and [redacted] contractor until completion of this CLIN.

(b)(4)


**B-8. AWARD FEE (APPLICABLE TO CLINs 0005/0006):**

a. The contractor's performance hereunder shall be evaluated in accordance with this provision and H-6 "AWARD FEE EVALUATION". Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately sixty (60) days following completion of each award fee period.

000006

b. Fee determinations by the Award Fee Determining Official shall not be subject to the clause of this contract titled "Disputes" and shall be final.

c. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract:

<u>AWARD FEE PERIOD</u>	<u>AWARD FEE AVAILABLE</u>	<u>AWARD FEE EARNED</u>	<u>AWARD FEE NOT EARNED REMOVED FROM CONTRACT</u>
First		\$ _____	\$ _____
Second		\$ _____	\$ _____
Third		\$ _____	\$ _____

(k)(4)

d. Following the award fee determination for the period, the Government will modify the contract to definitize the award fee earned by the contractor. The contractor may, in turn, voucher for the earned award fee.

**B-9 COMPLETION TYPE COST REIMBURSEMENT CONTRACT:**

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

b. CLIN 0001 will be considered complete based upon the completion of CCDR and SOW requirements.

c. CLIN 0003 will be considered complete based upon the completion of CCDR and SOW requirements.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of establishment of functional system integration laboratory, PTIR/SR fabrication complete and tested on ground, successful JLENS Demonstration, Early User Test (EUT) and SOW requirements.

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

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

000007

B-10. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006 and 0007/0008.

000008



SECTION D - PACKAGING AND MARKING

PRESERVATION, MARKING AND LABELING, PACKAGING AND PACKING, AND WEIGHING:

Preservation, packaging, marking and labeling, and weighing of supplies shall be in accordance with MIL-STD-2073-1B, 21 Jun 91, adequate to insure safe arrival at destination. MIL-STD-129M, 15 Jun 93, marking requirements shall apply to shipments of nonhazardous materials moving wholly or in part within the Department of Defense transportation system and ASTM Designation D3951-90 shall apply to commercial transportation shipments. Marking requirements for shipment of hazardous materials shall be in accordance with CFR Title 49, MIL-STD-129M, and TM 38-250.

000009

**SECTION E - INSPECTION AND ACCEPTANCE**

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

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

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

E-2. ACCEPTANCE:

a. In conjunction with Section B, Paragraph B-9, the contractor shall separately submit certifications that the requirements of the CLIN have been accomplished in accordance with the terms and conditions of this contract and that related data have been delivered in accordance with the attendant data CLIN. Contracting Officer's acceptance will be furnished following a determination that the requirements have been satisfactorily completed. This shall constitute final inspection and acceptance under the contracts clause titled "INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT."

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

000010

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 within nineteen (19) months after the effective date of the contract. (00 AUG 29)

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 within nineteen (19) months after the effective date of the contract. (00 AUG 29)

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 within thirty (30) months after the effective date of the exercise of the option.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 within twenty-four (24) months after the effective date of the exercise of the option.

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

F-3. PLACE AND METHOD OF DELIVERY:

a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.

b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

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

000011

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

<u>MILESTONE EVENT</u>	<u>TIME PERIOD</u>
<u>CLIN 0001</u>	
Kickoff Meeting	15 Days After Contract Award
<u>CLIN 0003</u>	
CPDR	9 Months After Contract Award
CCDR	18 Months After Contract Award
<u>CLIN 0005</u>	
Establishment of Functional System Integration Laboratory <b>NOTE: Government will not invest in equipment defined in the FAR as plant equipment or facilities</b>	Twelve Months After Exercise of Option
PTIR/SR Fabrication Complete and Tested on Ground	Twenty-Three Months After Exercise of Option
Successful JLENS Demonstration	Thirty Months After Exercise Of Option
JLENS Demonstration Program Early User Test	Thirty Months After Exercise of Option
Provide Leave-Behind System for Testing during Operation and Sustainment	Thirty Months after exercise of option
<u>CLIN 0007</u>	
Deliver Final Report	Twenty-four Months after exercise of option

000012

SECTION G - CONTRACT ADMINISTRATION DATAG-1. INVOICING AND VOUCHERING:

a. Public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

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

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

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

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

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

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

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

000013

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:Contractual Matters

NAME:	Judith A. Staggs
ORGANIZATIONAL CODE:	SMDC-CM-CN
TELEPHONE NUMBERS:	
COMMERCIAL:	205-955-4059
DEFENSE SWITCHED NETWORK (DSN):	645-4059

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

G-5. ACCOUNTING AND APPROPRIATION DATA:CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730400 S01021 ER8D730400/8HHJLE/H
BMDO ORDER NO/PRON:	ER8D730400-01
FUNDED AMOUNT:	\$482,003

CLIN 0003

ACRN	AB
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
BMDO ORDER NO/PRON:	ER7D730700-01
FUNDED AMOUNT:	\$928,000

ACRN:	AC
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHJLE/H
BMDO ORDER NO/PRON:	ER8D730500-01
FUNDED AMOUNT:	\$10,517,997

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

000014

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: [REDACTED]
- (4) Net Amount Required for Full Funding: \$ 1,000,000
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 20 Mar 98

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 11,445,997
- (5) Net Amount Required for Full Funding: \$ 79,613,556
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jul 98

(b)(4)

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000015

d. CLINs 0007 and 0008:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 16,171,655
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Fee: \$ \_\_\_\_\_
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (5) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

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

G-8. Remittance Address:

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

000016



**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H-1. TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:**

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

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System Project Office (JLENSPO)	██████████	██████████	(b)(6)

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

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

**H-2. AWARD FEE EVALUATION (APPLICABLE TO CLINs 0005/0006 : During each award fee evaluation period , the Government shall subjectively evaluate the contractor's performance in accordance with the following:**

a. **EVALUATION FREQUENCY:** Evaluations will be completed with sixty (60) days after the completion of the following milestones contained in Section F:

SIL	Twelve Months After Exercise of Option
PTIR & SR Fabrication Complete, Integrated and Tested	Twenty-three Months After Exercise of Option
JLENS Demo with (b) (3) and PAC-3	Thirty Months After Exercise of Option

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Paragraph b. below reflects the evaluation criteria and weights for these milestones.

b. PERFORMANCE AREAS:	PERCENTAGE OF TOTAL AWARD FEE
1.0 Establishment of Functional System Integration Laboratory (SIL)	█ (b)(4)
2.0 PTIR and SR Fabrication Complete, Integrated and Successfully Tested On Ground	█
3.0 Successful JLENS Demonstration: ADSAM Demonstrated with (b) (3) (A) █ PAC 3 (b) (3) (A) █	█

(1) SIL. The contractor will be evaluated on his design of the system integration laboratory, it's adequacy and accuracy in representing the total JLENS in a virtual world, it's ability to effectively interface with other real or virtual representation of sensors, system and capabilities in the theater, it's potential to grow to accommodate new and/or alternative missions, it's adaptability to accommodate new and emerging protocols in the distributed interactive simulation environment, and its overall ability to support warfighting CINC exercises and training missions. Control of contract costs will be assessed by comparison of the actual costs and the latest revised estimate reported in contract cost reports with the negotiated contract value.

(2) PTIR and SR Fabrication. The contractor shall be evaluated on his ability to implement his radar hardware, software design in a full scale prototype radar(s), the success of ground based tests to validate and verify antenna and radar performance models, the success with which the fabricated radars perform their required function in a test against specification threat surrogates in the JLENS Demonstration Program environment, and the probability that the contractor's design will be producible in a cost effective means. Control of contract costs will be assessed by comparison of the actual costs and the latest revised estimate reported in contract cost reports with the negotiated contract value.

(3) Demonstration. The contractor will be evaluated on his ability to simulate the end-to-end performance of his JLENS architecture, demonstrate the ability (b) (3) (A) █ battalion, and to Aegis, and the ability to enable a track to be established within the specified limits (b) (3) (A) █. The contractor shall not be penalized for █ unrelated to the JLENS. Control of contract costs will be assessed by comparison of the actual costs and the latest revised estimate reported in contract cost reports with the negotiated contract value.

NOTE: Each performance area will be evaluated in accordance with the adjective rating criteria in paragraph c and multiplied by the individual performance area weights in paragraph b to obtain an performance area weighted score. The weighted scores for the performance areas will then be added together to reach a recommended composite score.

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c SELF ASSESSMENT. The contractor will submit a self-assessment of his performance directly to the Contracting Officer within 10 working days of the end of each milestone period. The Contracting Officer will forward the report to the JLENS Award Fee Chairperson who will share the assessment with all members of the evaluation board. The Chairperson will forward the Government's recommendation and the contractor's self assessment to the Award Fee Determining Official (AFDO) for a final award fee determination.

d. THE AWARD FEE PROVISION IS NOT SUBJECT TO THE "DISPUTES" CLAUSE, FAR 52.233-1 (Oct 95). The AFDO determination is final.

e Rating Plan and Performance Standards:

(1) The adjective rating, the percentage range of the available award fee which may be earned at each composite rating level, and a brief definition of each rating are listed below. The Rating Plan and Performance Standards are to be used during each evaluation period by the members of the PEB to select a recommended rating for each performance area and for the composite performance. The AFDO will make the final decision on the composite rating and the specific percent of award fee to be earned based on the board recommendation.

<u>ADJECTIVE RATING</u>	<u>PERCENTAGE RANGE OF AWARD FEE EARNED ON COMPOSITE RATINGS</u>	<u>DEFINITION</u>
EXCELLENT	[REDACTED]	Performance substantially exceeds success criteria as defined in *STE Approach and effective cost control.
BETTER THAN ACCEPTABLE	[REDACTED]	Performance generally exceeds success criteria as defined in STE Approach and effective cost control. (b)(4)
ACCEPTABLE	[REDACTED]	Performance exceeding criteria offset by criteria not met as defined in STE Approach.
MINIMUM ACCEPTABLE	[REDACTED]	Does not meet success criteria as defined in STE Approach.

\*STE - Simulation, Test and Evaluation Approach.

The amount of award fee earned for each event will be computed by multiplying the potential award fee available for that event by the score derived from the adjective rating assigned. For example, an adjective rating that is assigned a score of [REDACTED] would be converted to [REDACTED] and multiplied times the potential award fee to calculate the award fee earned for that event. (b)(4)

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

OPTION	DATE
CLINs 0005/0006 (OPTION I)	NLT 1 Dec 99
CLINs 0007/0008 (OPTION II)	NLT 15 Mar 02

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

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

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

(b)(7)(E)

H-6. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

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

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

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

(1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by SMDC-IM-PA or higher DOD authority.

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

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

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

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

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

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

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum [REDACTED] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 20 Mar 98. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$10,513,744 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Jul 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that the balance will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

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	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>	
CLIN 0003	FY98 - Second Quarter	\$ 798,740	\$ 798,740	
	FY98 - Third Quarter	\$ 6,190,873	\$ 6,989,613	
	FY98 - Fourth Quarter	\$12,596,910	\$ 19,586,523	
	FY99 - First Quarter	\$22,807,831	\$ 42,394,354	
	FY99 - Second Quarter	\$18,854,648	\$ 61,249,002	
	FY99 - Third Quarter	\$18,939,214	\$ 80,188,216	
	FY99 - Fourth Quarter	\$10,871,337	\$ 91,059,553	
	CLIN 0005 (OPTION I)	FY99 - Fourth Quarter	\$ 1,301,395	\$ 1,301,395
FY00 - First Quarter		\$13,222,658	\$ 14,524,053	
FY00 - Second Quarter		\$19,178,654	\$ 33,702,707	
FY00 - Third Quarter		\$29,974,654	\$ 63,677,361	
FY00 - Fourth Quarter		\$27,165,885	\$ 90,843,246	
FY01 - First Quarter		\$23,976,708	\$114,819,954	
FY01 - Second Quarter		\$20,047,262	\$134,867,216	
FY01 - Third Quarter		\$15,622,515	\$150,489,731	
FY01 - Fourth Quarter		\$14,211,480	\$164,701,211	
FY02 - First Quarter		\$ 7,610,339	\$172,311,550	
FY02 - Second Quarter		\$11,162,389	\$183,473,939	
CLIN 0007 (OPTION II)		TBD	TBD	TBD

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

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

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

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H-11. GOVERNMENT RIGHTS IN SOFTWARE: The contractor has made an assertion with which the government neither agrees or disagrees that the data and computer software identified in the attachment to this contract entitled, "Technical Data and Computer Software to be Furnished with Other Than Unlimited Rights," has been developed at private expense. The contractor plans to furnish the listed technical data with "limited rights" and the computer software with "restricted rights" as those terms are defined in DFARS Clause 252.227-7013, "Rights in Technical Data Noncommercial Items (Nov 1995) and Rights Noncommercial Computer Software and Noncommercial Computer Documentation (June 1995), respectively. With respect to such data, the Government reserves its rights under DFARS clause 252.227-7037, Validation of Restrictive Markings on Technical Data, and DFARS clause 252.227-7019, Validation of Restricted Rights in Computer Software (June 1995), including the right to claim government purpose rights with respect to any further development of the listed items in the course of this contract.

H-12. GOVERNMENT FURNISHED PROPERTY/SERVICES: As of the date of award of this contract, the contractor has not verified the availability of the government-furnished property and services (GFP/S) it has requested. Accordingly, the parties have been unable to reach agreement on the government furnished property and services. However, the government agrees in principle to provide the property and services listed in the document listed in Section J of the contract, entitled, "Government Furnished Property/Services." The contractor shall, within one hundred and twenty (120) days of contract award, working in an Integrated Product Team with the government, achieve definitive agreement on the GFP/S list. This agreement will include equipment, components, and services. In reaching this agreement, the contractor recognizes and agrees to flexibility in the exact item and model and detail period of contract need. Consequently, any adjustment to the contract which results from substitutions in the GFP/S list will be without increase in the estimated cost and fee. Deletions to GFP/S list will be in accordance with FAR 52.245-5, "Government Property Cost-Reimbursement, Time and Materials, or Labor-Hour Contracts." After one hundred and twenty (120) days, FAR 52.245-5 shall apply to all changes.

H-13. LIVING CONTRACT: Modifications to this contract shall be made by substituting pages of the contract so that at all times the contract will form a complete, connected, and coherent text. Each page of a modification shall be annotated with the contract and modification number and date of issuance. Those portions of the contract changed by the modification shall be appropriately identified.

H-14. KEY PERSONNEL:

a. The key personnel listed in paragraph b. below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. Such consent shall be provided within thirty (30) days and shall not be unreasonably withheld. In order to obtain such consent, the contractor must provide thirty (30) days advance written notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

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b Key Personnel List

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

(b)(6)

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

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**PART II - CONTRACT CLAUSES**  
**SECTION I - CONTRACT CLAUSES**

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.202-1	DEFINITIONS	OCT 1995
2	52.203-3	GRATUITIES	APR 1984
3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
9	52.204-2	SECURITY REQUIREMENTS	AUG 1996
10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
12	52.211-5	NEW MATERIAL	OCT 1997
13	52.211-6	LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
14	52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP 1990
16	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG 1996
17	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
18	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
19	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG 1996
20	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
21	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
22	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
23	52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
24	52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS	OCT 1997
25	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
27	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
28	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT 1997
29	52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
30	52.216-8	FIXED FEE (Applicable to CLINs 0007/0008) (APPLICABLE TO BASE FEE ONLY FOR CLINs 0005/0006)	MAR 1997
31	52.216-10	INCENTIVE FEE (Applicable to CLINs 0003/0004)	MAR 1997
32	52.216-12	COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)	APR 1984
33	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
34	52.219-9	SMALL , SMALL DISADVANTAGED, AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	AUG 1996 MAR 1996
35	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	OCT 1995
36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
37	52.222-2	PAYMENT FOR OVERTIME PREMIUMS Insert <u>0</u> at end of first sentence, paragraph (a).	JUL 1990
38	52.222-3	CONVICT LABOR	AUG 1996
39	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
40	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
41	52.222-26	EQUAL OPPORTUNITY	APR 1984
42	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
43	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
44	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
45	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
46	52.223-2	CLEAN AIR AND WATER	APR 1984
47	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
48	52.223-6	DRUG-FREE WORKPLACE	JAN 1997
49	52.223-10	WASTE REDUCTION PROGRAM	MAY 1995
50	52.223-11	OZONE-DEPLETING SUBSTANCES	JUN 1996
51	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JAN 1997
52	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
53	52.225-3	BUY AMERICAN ACT - SUPPLIES	JAN 1994
54	52.225-7	BALANCE OF PAYMENTS PROGRAM	APR 1984
55	52.225-10	DUTY-FREE ENTRY	APR 1984
56	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
57	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP 1996
58	52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I	JUL 1995 APR 1984
59	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
60	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR 1984
61	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN 1997

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
62	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
63	52.230-2	COST ACCOUNTING STANDARDS	APR 1996
64	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
65	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
66	52.232-1	PAYMENTS	APR 1984
67	52.232-8	DISCOUNTS FOR PROMPT PAYMENTS	MAY 1997
68	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
69	52.232-11	EXTRAS	APR 1984
70	52.232-17	INTEREST	JUN 1996
71	52.232-22	LIMITATION OF FUNDS	APR 1984
72	52.232-23	ASSIGNMENT OF CLAIMS ALTERNATE I	JAN 1986 APR 1984
73	52.232-25	PROMPT PAYMENT In paragraph (b)(2), second sentence, insert "14th" in the blank.	MAY 1997
74	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENTS	AUG 1996
75	52.233-1	DISPUTES	OCT 1995
76	52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
77	52.236-9	PROTECTION OF EXISTING VEGETATION STRUCTURES, EQUIPMENT UTILITIES AND IMPROVEMENTS	APR 1984
78	52.236-12	CLEANING UP	APR 1984

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
79	52.236-13	ACCIDENT PREVENTION	NOV 1991
80	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
81	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
82	52.242-13	BANKRUPTCY	JUL 1995
83	52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989 APR 1984
84	52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE V	AUG 1987 APR 1984
85	52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
86	52.243-7	NOTIFICATION OF CHANGES	APR 1984
87	52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) ALTERNATE I	FEB 1997 AUG 1996
88	52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
89	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1995
90	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(DEVIATION)	JAN 1986
91	52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
92	52.246-23	LIMITATION OF LIABILITY	FEB 1997
93	52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS ALTERNATE I	FEB 1997 APR 1984
94	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
95	52.247-34	F.O.B. DESTINATION	NOV 1991
96	52.247-63	PREFERENCE FOR U.S. FLAG CARRIERS	JAN 1997

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
97	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	AUG 1996
98	52.249-6	TERMINATION (COST REIMBURSEMENT)	SEP 1996
99	52.249-14	EXCUSABLE DELAYS	APR 1984
100	52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
101	52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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

<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	NOV 1995
2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC 1991
3	252.204-7000	DISCLOSURE OF INFORMATION	DEC 1991
4	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
5	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
6	252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL	DEC 1991
7	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTER-MEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV 1995
8	252.209-7004	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY	SEP 1994
9	252.211-7000	ACQUISITION STREAMLINING	NOV 1995

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
10	252.215-7000	PRICING ADJUSTMENTS	DEC 1991
11	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (Set forth in full text herein)	JUL 1997
12	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR 1996
13	252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	JUN 1997
14	252.219-7005	INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS	NOV 1995
15	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY 1994
16	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC 1991
17	252.223-7004	DRUG-FREE WORK FORCE	SEP 1988
18	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS ALTERNATE I	APR 1993 NOV 1995
19	252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (Set forth in full text herein)	JAN 1997
20	252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (Set forth in full text herein)	JAN 1997
21	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB 1997

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
22	252.225-7014	PREFERENCE FOR DOMESTIC, SPECIALTY METALS ALTERNATE I	FEB 1997 FEB 1997
23	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 1997
24	252.225-7022	RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) BASED CARBON FIBER	DEC 1991
25	252.225-7025	RESTRICTIONS ON ACQUISITION OF FOREIGN TRADE	JUN 1997
26	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	NOV 1995
27	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN 1992
28	252.227-7013	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV 1995
29	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN 1995
30	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV 1995
31	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN 1995
32	252.227-7017	IDENTIFICATION AND ASSERTION OF USE RELEASE OR DISCLOSURE RESTRICTION	JUN 1997
33	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN 1995
34	252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	OCT 1988
35	252.227-7034	PATENTS-SUBCONTRACTS	APR 1984

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
36	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (Set forth in full text herein)	JAN 1997
37	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	NOV 1995
38	252.228-7002	AIRCRAFT FLIGHT RISKS	SEP 1996
39	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC 1991
40	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC 1991
41	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG 1992
42	252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF	MAY 1994
43	252.234-7001	EARNED VALUE MANAGEMENT SYSTEM	MAR 1997
44	252.235-7003	FREQUENCY AUTHORIZATION	DEC 1991
45	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	MAY 1995
46	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR 1997
47	252.243-7000	ENGINEERING CHANGE PROPOSALS ALTERNATE I	MAY 1994 MAY 1994
48	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	FEB 1997
49	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY 1994
50	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (Set forth in full text herein)	NOV 1995
51	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Set forth in full text herein)	NOV 1995

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52	252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	DEC 1991
53	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Set forth in full text herein)	DEC 1996
54	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY 1995

**THE FOLLOWING DOD FAR SUPPLEMENT FULL TEXT CLAUSES APPLY:**

11. COST ESTIMATING SYSTEM REQUIREMENTS (JUL 1997)(252.215-7002)

(a) Definition. "Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General.

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

- (2) The system should be --
  - (i) Consistent and integrated with the Contractor's related management systems; and
  - (ii) Subject to applicable financial control systems.

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(c) Applicability. Paragraphs (d) and (e) of this clause apply if the contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation which --

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) Estimating system deficiencies.

(1) The Contractor shall respond to a written report from the Government which identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

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(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

19. DUTY-FREE ENTRY -- QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (JAN 1997)(DFARS 252.225-7009):

(a) Definitions. "Qualifying country" and "qualifying country end products" have the meaning given in the Buy American Act and Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether --

(1) Placed directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract placed with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for --

(1) End items that are qualifying country end products; or

(2) Supplies (including without limitation, raw materials, components, and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in the end items to be delivered under this contract, provided that the end items are manufactured in the United States or in a qualifying country, except supplies imported into the United States before the date of this contract or, in the case of supplies imported by a first or lower tier subcontractor, before the date of the subcontract.

(d) The Contractor warrants that --

(1) All qualifying country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract; and

(2) The Contractor will pay duty to the extent that such supplies or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

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(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall --

(1) Consign the shipments to the appropriate --

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information --

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv) The notation: United States Government, Department of Defense Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Area Operations (DCMAO) New York, Attn: Customs Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York, 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates. (Note: This notation shall be used only for direct shipments to a U.S. military installation. In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, Defense Contract Management Area Operations (DCMAO) New York, for execution of the duty-free certificate.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMAO Dayton, DLA&DP.

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## (g) Preparation of customs forms.

(1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico. Submit the completed customs forms to the District Director of Customs with a copy to DCMAO NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Custom regulations.

(2) For shipments containing both supplies which are to be accorded duty-free entry and supplies which are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

## (h) The contractor agrees --

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all packages as follows:

(i) "United States Government, Department of Defense;" and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(iii) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of qualifying country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain --

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for foreign supplies;

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(7) Total dollar value of the subcontract for foreign supplies;

(8) Expiration date of the subcontract for foreign supplies;

(9) List of items purchased, and

(10) An agreement by Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer;

(11) The qualifying country; and

(12) The scheduled delivery date(s).

(j) This clause does not apply to purchases of qualifying country supplies in connection with this contract if --

(1) The qualifying country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k) The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (Appendix G of the Defense FAR Supplement), and the information required by paragraphs (i)(1), (2), and (3) of this clause will be included in applicable subcontracts.

20. DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS (JAN 1997)(DFARS 252.225-7010):

(a) The requirements of this clause supplement the Duty- Free Entry clause of this contract. Both of these clauses apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether placed --

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontractor purchase order under a contract with a domestic concern.

(b) The Contractor shall send the notification required by paragraph (b)(1) of the Duty-Free Entry clause of this contract to the Contracting Officer administering this contract.

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(c) In addition to any data required by paragraph (b)(1) of the Duty-Free Entry clause, the Contractor shall furnish the following for all foreign supplies to be imported pursuant to paragraphs (a) or (b) of the Duty-Free Entry clause. Furnish this information to the Contracting Officer administering the prime contract immediately upon award of any contract or subcontract involving supplies to be accorded duty-free entry

- (1) Prime contractor's name, address, and CAGE code;
- (2) Prime contract number plus delivery order number, if applicable;
- (3) Total dollar value of the prime contract or delivery order;
- (4) Expiration date of the prime contract or delivery order;
- (5) Foreign supplier's name and address;
- (6) Number of the subcontract/purchase order for foreign supplies;
- (7) Total dollar value of the subcontract for foreign supplies;
- (8) Expiration date of the subcontract for foreign supplies;
- (9) List of items purchased; and

(10) An agreement by the Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(d) The Contractor agrees to incorporate the substance of this clause, including this paragraph (d), in any subcontract (including purchase orders) in accordance with paragraph (i) of the Duty-Free Entry clause of this contract. The Contractor agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract and its activity address number (Appendix G of the Defense FAR Supplement)) and the information required by paragraphs (c)(1), (2), and (3) of this clause will be included in applicable subcontracts

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert

 (b)(6)  
 as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

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- (1) Delivery order number on the Government prime contract, if applicable;
- (2) Number of the subcontract/purchase order for foreign supplies, if applicable;
- (3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCMAO Dayton, DLA&DP.

(f) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry into the United States, its possessions, or Puerto Rico of foreign supplies in connection with DoD contracts. The Contractor shall submit the completed customs forms to the District Director of Customs with a copy to DCMAO New York for execution of any required duty-free entry certificates. For shipments containing both supplies which are to be accorded duty-free entry and supplies which are not, the Contractor shall identify on the customs forms those items which are eligible for duty-free entry under the provisions of the Duty-Free Entry clause. Shipments consigned directly to a military installation will be released in accordance with Section 10.101 and 10.102 of the U.S. Customs regulations.

(g) The Contractor shall ensure that all exterior containers are marked in accordance with paragraph (g) of the Duty-Free Entry clause, including the following additional data --

- (1) "United States Government, Department of Defense;" and

(2) The activity address number for the contract administration office actually administering the prime contract.

36. CERTIFICATION OF TECHNICAL DATA CONFORMITY (JAN 1997)(DFARS 252.227-7036):

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. \_\_\_\_\_ is complete, accurate, and complies with all requirements of the contract.

Date \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

50. TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)(DFARS 252.247-7023):

a. Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

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(3) "Foreign flag vessel" means any vessel that is not a U.S. -flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

b. The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

c. The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

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(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

d. The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

e. The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM CONTRACT		
TOTAL	DESCRIPTION	LINE ITEMS	QUANTITY

f. If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

g. The Contractor shall include this clause, including this paragraph g. in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

51. NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)(DFARS 252.247-7024):

a. The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

b. The Contractor shall include this clause, including this paragraph b., revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

53 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996) (DFARS 252.249-7002):

(a) Definitions.

"Major defense program" means a program that is carried out to produce or acquire a major system (as defined in 10 U.S.C.2302(5)) (see also DoD Instruction 5000.2, Defense Acquisition Management Policies and Procedures, Acquisition Categories I and II DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs).

"Substantial reduction" means a reduction of 25 percent or more in the total dollar value of funds obligated by the contracts under the program.

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(b) Section 1372 of the National Defense Authorization Act for Fiscal Year 1994 and Section 824 of the National Defense Authorization Act for Fiscal Year 1997 (Pub. L. 104-201) are intended to help establish benefit eligibility under the Job Training Partnership Act (29 U.S.C. 1661 and 1662) for employees of DoD contractors and subcontractors adversely affected by contract terminations or substantial reductions under major defense programs.

(c) Notice to employees and state and local officials. Within two weeks after the Contracting Officer notifies the Contractor that a contract funding will be terminated or substantially reduced, the Contractor shall provide notice of such anticipated termination or reduction to -

(1) Each employee representative of the Contractor's employees whose work is directly defense contract; or

(2) If there is no such representative, each such employee;

(3) The State dislocated worker unit or office described in section 311(b)(2) of the Job Training Partnership Act (29 U.S.C. 1661(b)(2)); and

(4) The chief elected official of the unit of general local government within which the adverse effect may occur.

(d) Notice to subcontractors. Not later than 60 days after the Contractor receives the Contracting Officer's notice of the anticipated termination or reduction, the Contractor shall -

(1) Provide notice of the anticipated termination or reduction to each first-tier subcontractor with a subcontract of \$500,000 or more; and

(2) Require that each such subcontractor -

(i) Provide notice to each of its subcontractors with a subcontract of \$100,000 or more; and

(ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$100,000 or more.

(e) The notice provided an employee under paragraph (c) of this clause shall have the same effect as a notice of termination to the employee for the purposes of determining whether such employee is eligible for training, adjustment assistance, and employment services under section 325 or 325A of the Job Training Partnership Act (29 U.S.C. 1662d, 1662d-1). If the Contractor has specified that the anticipated contract termination or reduction is not likely to result in plant closure or mass layoff, as defined in 29 U.S.C. 2101, the employee shall be eligible only for services under section 314(b) and paragraphs (1) through (14), (16), and (18) of section 314(c) of the Job Training Partnership Act (29 U.S.C. 1661c(b) and paragraphs (1) through (14), (16), and (18) of section 1661c(c)).

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION 3 - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets	30 Jan 98	49	
Contract Security Classification Specification (DD Form 254-E)	13 Jan 98	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	18 Apr 97	50	
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program " with Attachment 2 (1 page)	13 Jan 98	13	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
(b) (7)(E) [REDACTED], incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16	(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28	
[REDACTED], attached hereto by reference and previously furnished.	Sep 97	86	(b)(7)(E)

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Security Guide, SUBJECT: JLENS Development Program Payload, Security Classification Guide (U), classified [REDACTED], attached hereto by reference and previously furnished.	21 Jul 97	21	(b)(7)(E)
Performance Requirements Document, SUBJECT: Aerostat Performance Specification (APS), Revision 6, (U), (includes Appendices A through G, 49 pages) classified [REDACTED] attached hereto by reference and previously furnished.	20 Jun 97	74	(b)(7)(E)
H&R, ES/WR/97-164, Addendum 1 to Volume 3, OPSEC Plan, classified [REDACTED] attached hereto by reference.	27 Aug 97	10	(b)(7)(E)
GFP Worksheet	9 Jan 98	1	
Memorandum of Agreement Regarding Comprehensive Small Business Subcontracting Plan Raytheon Electronic Systems, attached hereto by reference.	1 Oct 97 – 30 Sep 98	24	
Hughes Aircraft Company Defense Systems Subcontracting Plan for the Aerostat Demonstration Program, attached hereto by reference.	28 Oct 97	9	
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	
Acronym List	14 Nov 97	7	

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.		

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**U.S. ARMY SPACE AND MISSILE  
DEFENSE COMMAND (SMDC)  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS DEMONSTRATION PROGRAM (JDP)**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

13 January 1998

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## **1.0 INTRODUCTION**

### **1.1 Objective**

The JLENS Demonstration Program (JDP) has three primary objectives: 1) mitigation of the risk associated with the execution of the JDP; 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements; and 3) provide an operational "leave behind" system. (S1A, S1B, S2, S3)

### **1.2 Scope**

This Statement of Work (SOW) defines the requirements for a JDP. Technical requirements are contained in the Aerostat Performance Specification (APS). The JDP is composed of three segments: 1) Risk Mitigation/Design (RM/D); 2) Development, Demonstration, and Test (DD&T); and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and maintain a system that meets the requirements of this SOW and the JDP. (S1A, S1B, S2, S3)

### **1.3 Integrated Product Teams (IPTs)**

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of this partnership. The contractor shall implement IPTs as an integral part of the JDP. The contractor shall be an integral member of all government IPTs and the government will be an integral member of all contractor IPTs. (S1A, S1B, S2, S3)

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach". (S1A, S1B, S2, S3)

### **2.2 Meetings and Reviews - Contractor Internal**

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (S1A, S1B, S2, S3)

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### **2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct a kick off meeting. The contractor shall present for government approval detailed paths/entrance and exit criteria for Concept Preliminary Design Review (CPDR) and Concept Critical Design Review (CCDR). The contractor shall present a draft master integrated program schedule (MIPS); specification tree diagram; Contract Work Breakdown Structure (CWBS); subcontractor award schedules/status; and the draft Simulation, Test, and Evaluation Plan (STEP). The contractor shall conduct quarterly program reviews (QPRs). The QPRs shall address the technical performance; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during QPRs. For the RM/D Segment, there shall be QPRs for Risk Management and Design. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001, B001) (S1A, S1B, S2, S3)

### **2.4 Master Integrated Program Schedule (MIPS)**

The contractor shall plan, organize, and document the sequence of program events in a MIPS by which the program's progress is measured and assessed. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002, B002) (S1A, S1B, S2, S3)

### **2.5 Contract Work Breakdown Structure (CWBS)**

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to the lowest level at which work is performed. (CDRL A003; B003) (S1B, S2, S3)

### **2.6 Cost Reporting**

#### **2.6.1 Funds Manhour Expenditure Report**

The contractor shall provide a Funds Manhour Expenditure Report. (CDRL A004, C002) (S1A, S3)

#### **2.6.2 Cost/Schedule Status Reports (C/SSR)**

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

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based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The contractor shall prepare and provide C/SSRs (CDRL A005, B020), and Contract Funds Status Reports (CFSRs) (CDRL A006, B004). The contractor shall report to CWBS level 3 except payload elements (PTIR and SR) shall be reported to CWBS level 4. Lower level reporting may be required based upon risk and will be determined at the Integrated Baseline Review (IBR). (CDRL A001, B001). The contractor shall provide a one-page white paper in contractor format explaining variances upon the request of the JLENS Project Manager. (CDRL A005, B020) (S1B, S2)

**2.7 Program Budgetary Cost Estimate (PBCE)**

The contractor shall develop, update, and maintain a PBCE. The PBCE shall be based upon the C/SSR and the FMER for the existing segment. For future segments the contract price shall be used for a baseline. Rough estimated cost for EMD, procurement, and sustainment shall be developed. Anticipated EMD, procurement and sustainment requirements are at Attachment A2. Updates to Attachment 2 shall be provided periodically via a Contracting Officer letter. (CDRL A007, B005) (S1B, S2, S3)

**2.8 Cost As An Independent Variable (CAIV)**

Cost As An Independent Variable (CAIV) shall be an integral consideration in all aspects of this contract. The contractor shall implement CAIV as authorized by the contracting officer IAW the contract Attachment A3 entitled, "Cost as An Independent Variable Approach". (S1B, S2, S3)

**2.9 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. (CDRL A008, B006) The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval. All contractual data items shall be delivered in electronic format on permitted media. [REDACTED]

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

[REDACTED] These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: CD-ROM, Zip Disk, JAZZ drive and 3.5 inch diskettes. Media (e.g., diskettes, tapes, etc.) under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. (S1A, S1B, S2, S3)

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### **3.0 SYSTEM ENGINEERING**

#### **3.1 General**

The contractor shall implement systems engineering practices and provide a system design that meets the requirements of this SOW and the APS. Systems Engineering shall include system engineering requirements allocation, system analyses, hardware, software, test requirements/plans, interface management and integration, safety, modeling and simulations, and technical reviews and meetings. The contractor shall implement system engineering IAW contract Attachment A4, entitled, "System Engineering Approach". (S1B, S2)

#### **3.2 System Engineering Requirements Allocation**

The contractor shall develop and provide a Specification Tree to the equivalent of the Critical Item (CI)/subsystem level. (CDRL A009, B007) The contractor shall flow down the requirements of the APS to the equivalent of the CI/subsystem level. . The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A010, B008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software performance specifications to the level annotated in the JDP. (CDRL A011, B009). Below this level, the contractor shall develop and maintain in contractor format, performance specifications to the equivalent CI/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A012, B010) (S1B, S2)

#### **3.3 System Analyses**

The contractor shall conduct performance analyses to support the system design IAW the requirements of the JDP. System error budgets (to include timing errors) up to the weapon system interface shall be established to include all components. The contractor shall conduct analyses that establish the sensitivity of system performance to these error budgets. Performance analyses shall be completed and system design shall be established prior to CPDR and updated prior to CCDR. The contractor shall conduct trade studies that shall be completed prior to CPDR. All trade studies shall address CAIV. All analyses generated in paragraph 3.3 shall be included in the Design Notebook. (CDRL A010, B008) (S1B, S2)

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### **3.4 Hardware**

The contractor shall design, develop and integrate hardware that meets the requirements of the hardware performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirements of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare and repair parts. (S1B, S2)

### **3.5 Software**

#### **3.5.1 Reuse**

The contractor shall maximize use of reusable software products. (S1, S2)

#### **3.5.2 Software Engineering Environment (SEE)**

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development and software testing. Elements may include, but are not limited to, computer-aided software engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, simulators, code analyzers, test case generators, and path analyzers. (S1, S2)

#### **3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A013, B011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS software. The contractor shall document the design decisions, algorithm descriptions, and the architectural and interface design for each CSCI. The contractor shall document the detailed design and requirements traceability for each software unit in a CSCI. (S1, S2)

#### **3.5.4 Software Testing**

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the specific test cases and related test procedures. The government may participate in all software testing. (S1, S2)

#### **3.5.5 Software Version**

The contractor shall document the exact version of each software release. (S1, S2)

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**3.5.6 Corrective Action**

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Concept Critical Design Review (CCDR). The contractor shall document each detected software product problem and its solution. (S1, S2, S3)

**3.5.7 Management Indicators**

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the QPRs. (S1, S2)

**3.6 Test Requirements/Plans**

The contractor shall develop and document test requirements/plans to ensure system integration and to verify the system meets the requirements of the JDP. (CDRL A017, B014) (S1B, S2)

**3.7 Interface Management and Integration**

The design shall be modular to the maximum extent possible. The design of the surveillance radar and precision track and illumination radar shall enhance interchangeability on an Aerostat and shall facilitate substitution of radars from a separate source. (CDRL A012, B010) (S1B, S2)

**3.8 Safety**

The contractor shall conduct system safety engineering in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A014, B012) Safety shall be addressed at each QPR. (S1A, S1B, S2, S3)

**3.9 Modeling and Simulation**

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach". (S1B, S2)

**3.9.1 Engineering Modeling and Simulations**

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the APS. These models and simulations shall be configured to operate either individually or collectively as a JLENS System. [REDACTED]

[REDACTED] JLENS System Model shall be provided to the government. (CDRL A015, B013) (S1B, S2)

(b)(3)(A)  
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(a)(b)

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**3.9.2 System Integration Laboratory (SIL)**

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software that replicates the JLENS system. The SIL shall be used for integration of hardware and software. Actual JLENS system hardware and software shall be integrated and tested at the SIL prior to shipment for system level testing. The SIL shall be used for all pre- and post-test analysis. **(S1B, S2)**

**3.10 Technical Reviews and Meetings****3.10.1 Concept Preliminary Design Review (CPDR)**

Using the government approved path to CPDR, the contractor shall conduct a CPDR at the contractor's facilities. (CDRL A016) **(S1B)**

**3.10.1.1 CPDR Entrance Criteria**

Minimum CPDR entrance requirements shall include contractor completed Specification Tree, System Analyses, flow down of requirements, and Hardware and Software Performance Specifications as specified in the APS; status of risk mitigation efforts; CAIV; and any additional criteria agreed to at the kick-off meeting. **(S1B)**

**3.10.1.2 CPDR Exit Criteria**

Minimum CPDR exit criteria shall include: government approved CPDR minutes, closed critical action items as agreed at the CPDR, and any additional criteria agreed to at the kick-off meeting. **(S1B)**

**3.10.2 CCDR**

Using the government approved path to CCDR, the contractor shall conduct a CCDR at the contractor's facilities. (CDRL A016) **(S1B)**

**3.10.2.1 CCDR Entrance Criteria**

Minimum CCDR entrance requirements shall include update of CPDR items and contractor completed: performance specifications; hardware and software design; ICDs; trade studies; risk mitigation status and test data; CAIV; and any additional agreed to criteria. **(S1B)**

**3.10.2.2 CCDR Exit Criteria**

Minimum CCDR exit criteria shall include: government approved CCDR minutes, closed critical action items as agreed at the CCDR, establishment of the closed loop corrective action system, and any additional criteria agreed to at the CPDR. **(S1B)**

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next segment of the JDP. The contractor shall implement by segments the contract Attachment A6 entitled, "Risk Mitigation Approach". (S1A, S1B, S2)

##### **4.2 Risk Mitigation Tasks of RM/D Segment**

The contractor shall provide the status of risk mitigation tasks during the execution of this segment. All changes to the Risk Mitigation Approach for this segment shall be submitted to the government for approval. Risk Mitigation shall be addressed at each QPR. Risk Mitigation test results shall be incorporated into the Design Notebook. (CDRL A010, B008) (S1A)

##### **4.3 Design and Development Risk Mitigation Tasks**

The contractor shall provide the status of risk mitigation tasks during the execution of the Design and Development segments. All changes to the Risk Mitigation Approach for the segments shall be submitted to the government for approval. Risk Mitigation shall be addressed at each QPR. (S1B, S2)

#### **5.0 TEST AND EVALUATION**

##### **5.1 General**

The contractor shall conduct a contractor Test and Evaluation (T&E) program and support a government T&E program. The contractor's T&E program shall demonstrate that the requirements contained in the APS have been satisfied. The contractor shall maintain traceability from the APS to all specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) in contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, and system demonstration. The contractor shall support Early User Testing (EUT). (S2)

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

The contractor shall prepare and submit detailed test plans for component, subsystem, and system test events and system level integration testing. (CDRL B014) The contractor shall include entrance and exit criteria for each test event described in the test plans. The contractor shall prepare and

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submit test reports to document the results of component, subsystem and system test events and system level integration testing. (CDRL B015) The contractor shall conduct test readiness reviews (TRRs) prior to ground testing, system demonstrations, and EUT. The government will be the approval authority for all TRRs. (CDRL B016) (S2)

### 5.3 Component and Subsystem Testing

The contractor shall perform component and subsystem tests and integration testing that demonstrate the maturity of the components and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans. (S2)

### 5.4 Ground Testing

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Demonstration. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the full technical capability and integration of the system at a land based site. The contractor shall demonstrate that all components of the JLENS system operate IAW the APS to include both internal and external interfaces. Testing shall be conducted IAW approved test plans. (S2)

### 5.5 System Demonstrations

The contractor shall perform System Demonstrations that demonstrate all components of the JLENS system operate IAW the APS to include both internal and external interfaces. System Demonstrations are system level demonstrations of the full technical capability and integration of the system at a land based site with the air vehicle deployed. System Demonstrations shall include participation with surface fire units in simulated engagements and live system Air Directed Surface-to-Air Missile (ADSAM) engagements (██████████ and PAC-3) of representative targets. Testing shall be conducted IAW approved test plans. (S2) (b)(3)

### 5.6 Early User Test (EUT)

The contractor shall support the government in the conduct of an Aerostat EUT using government test plans and procedures. The EUT will demonstrate and verify the capabilities of the contractor's total "leave-behind" system for acceptance by the government as an operational and supportable system. The EUT will employ trained military/civilian operators with contractor oversight. The JLENS system will participate with surface fire units in simulated engagements and actual Air Directed Surface-to-Air Missile (ADSAM) engagements (██████████ and PAC-3) of representative targets. The contractor shall be responsible for the delivery of test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. EUT readiness shall be determined by the government after completion of an EUT TRR. The contractor shall (b)(3)

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assist the government with collection, reduction, analysis, and reporting of EUT test data. The EUT may be conducted concurrently with the system demonstrations. (S3)

## **6.0 SPECIALTY ENGINEERING**

### **6.1 Logistics**

The contractor shall provide for total contractor logistics support. The contractor shall develop and document a logistics support program for the JLENS system using DoDI 5000.2, AR 700-127, and MIL-PRF-49506, as guides. The contractor shall implement integrated logistics support IAW the contract Attachment A7 entitled, "Integrated Logistics Support Approach". (S1B, S2, S3)

#### **6.1.1 Integrated Support Plan**

The logistics support program shall be documented in an integrated support plan (ISP) that delineates the contractor's logistics support concepts, plans, and procedures for the JLENS system. (CDRL A018, B017) The ISP shall include provisions for MANPRINT, maintenance, supply support, equipment, and training planning. (S1B, S2, S3)

#### **6.1.2 Training**

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government and contractor personnel that provide for proper operation and maintenance of the JLENS system. (S2, S3)

### **6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (S1B, S2, S3)

### **6.3 Environmental Management**

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019, B018) (S1A, S1B, S2, S3)

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**6.4 Configuration Management**

The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration Management IAW the contract Attachment A9 entitled, "Configuration Management Approach". (S1B, S2, S3)

**7.0 OPERATIONS SECURITY**

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020, B019). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and the USASDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (S1A, S1B, S2, S3)

**8.0 OPERATIONS AND SUSTAINMENT**

The contractor shall operate and provide total contractor logistic support of the JLENS system for a period of two years on a 1/8/5 basis at Ft. Bliss, TX after completion of EUT. The contractor shall be responsible for all aspects of operating, maintaining, repairing, and supporting the JLENS system. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operations and Sustainment Approach." The contractor shall report operations and sustainment activities. (CDRL C001) (S3)

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Attachment 2

To

Statement of Work

Future Requirements

During the EMD the Government may request up to approximately 10 JLENS Systems be demonstrated prior to a possible production contract.

The first production effort will be a possible thirty-month low rate initial production (LRIP) of up to approximately 10 JLENS systems. In addition, the EMD systems will be retrofitted during the LRIP at a rate of 1 per quarter to bring the EMD systems up to the production system configuration.

During EMD, operation and support of EMD JLENS Systems will include spares and repair parts and operator training for contractor and government personnel.

The LRIP and JLENS Systems will have a field life of twenty years. The contractor will provide operation and support through system fielding life.

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

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

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

4. IS THIS A FOLLOW-ON CONTRACT?  YES  NO. If yes, complete the following:  
 Classified material received or generated under DASG60-98-C0190 (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254  YES  NO. If yes, complete the following:  
 In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for a period of \_\_\_\_\_.

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

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

7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT  
 Conduct Advanced Studies Concerning Aerostat Applications for Land Attack Cruise Missile Defense

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

SEE BLOCK 11 REMARKS  
 000064



12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release. NO PUBLIC RELEASE OF [REDACTED] PERTAINING TO THIS CONTRACT IS AUTHORIZED.

(b)(7)(E)

[ ] DIRECT [X] THROUGH (Specify)

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

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.

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

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. [X] YES [ ] NO  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is required.)

[REDACTED] - SEE BLOCK 13 REMARKS

(b)(7)(E)

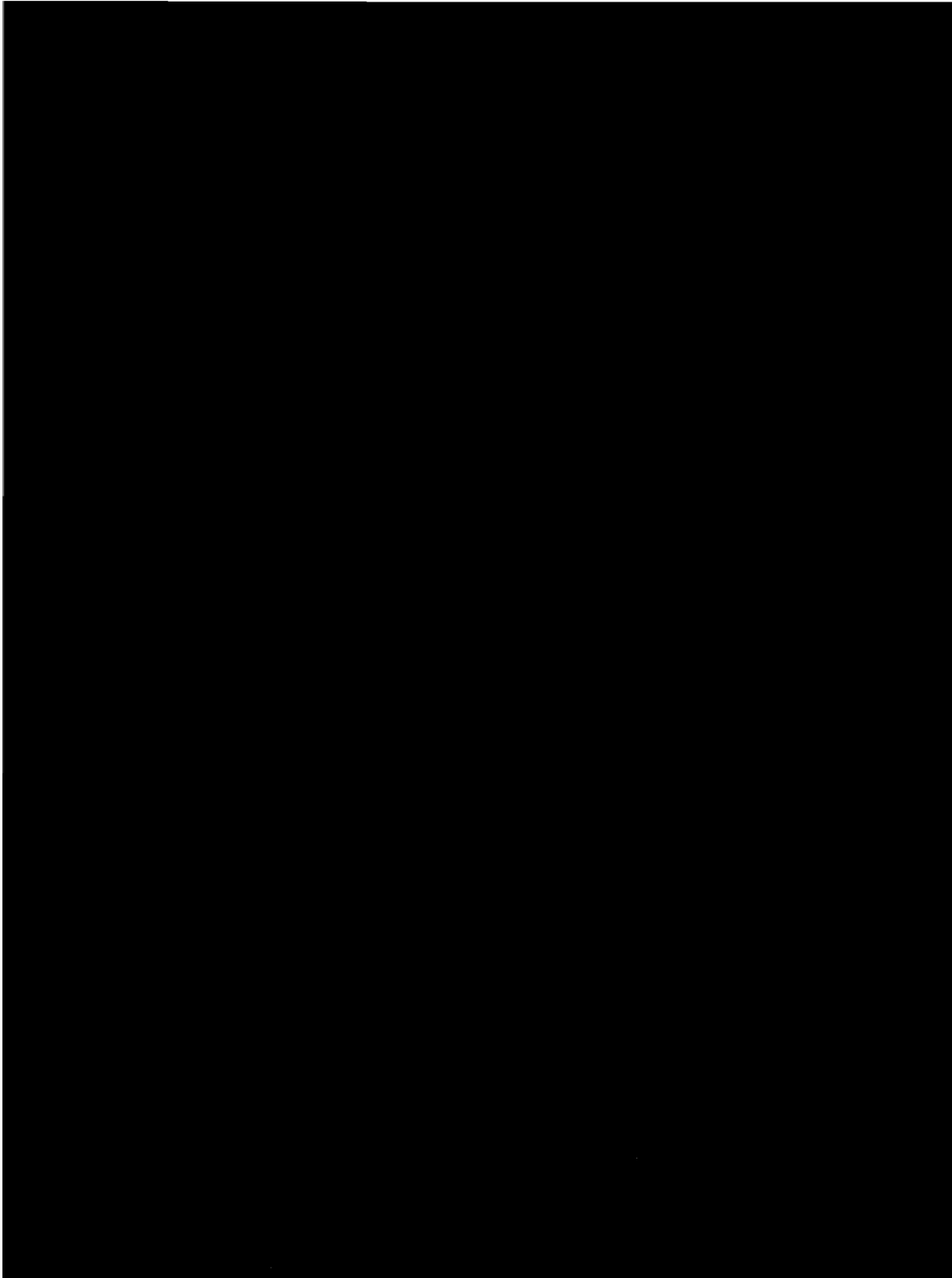
15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and [ ] YES [X] NO  
Identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if more space is needed.)

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

a. TYPED NAME OF CERTIFYING OFFICIAL [REDACTED] (b)(6)	b. TITLE Contracting Officer's Representative for Industrial Security	c. TELEPHONE (Include Area Code) [REDACTED] (b)(6)
d. ADDRESS (Include Zip Code) Deputy Commander, U.S. Army Space and Missile Defense Command ATTN: SMDC-AJ-S, P.O. Box 1500 Huntsville, AL 35807-3801		17. REQUIRED DISTRIBUTION (X) CONTRACTOR ( ) SUBCONTRACTOR ( ) COG FOR PRIME & SUBCONTRACTOR (X) ADMINISTRATIVE CONTRACTING OFFICER (X) OTHERS AS NECESSARY

[REDACTED] (b)(6)

000065

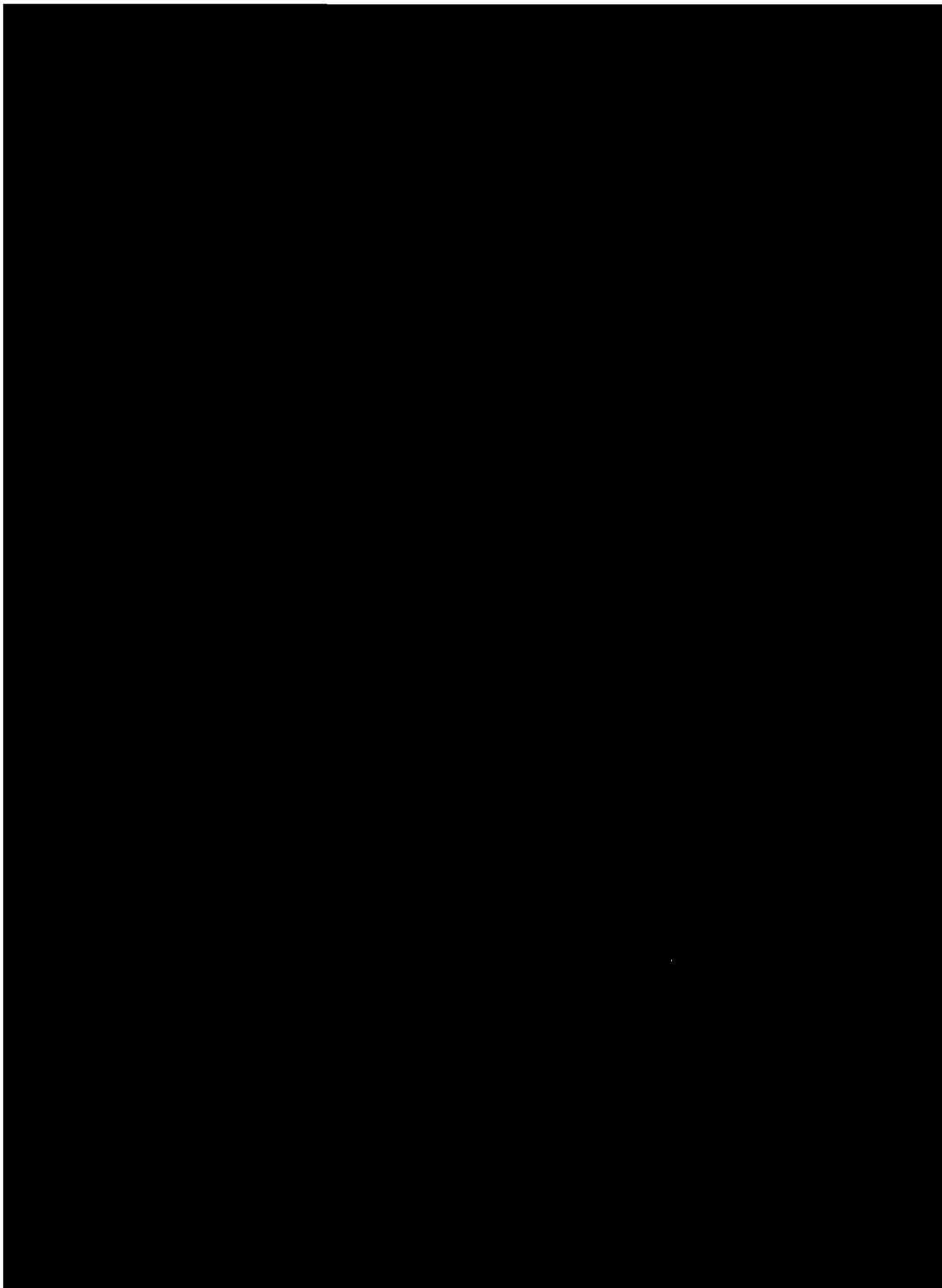


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(E)

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(b)(7)  
(E)

0000 66

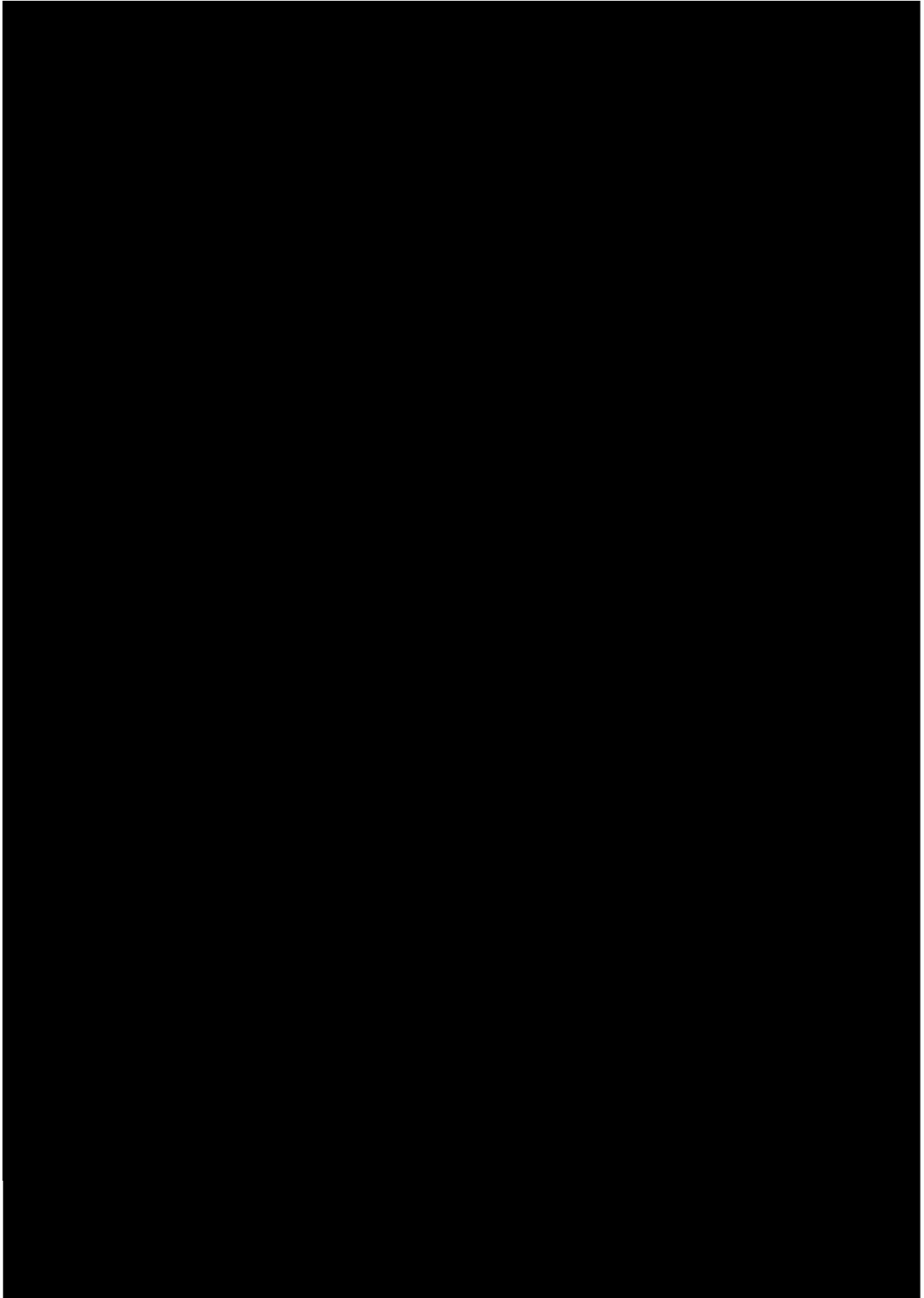


(b)(7)  
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000067



(b)(7)(E)

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(b)(7)(E)

000068



(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000069



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per year including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0002, 0004		B. EXHIBIT A		C. CATEGORY: TDP          TM          OTHER			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO A001		2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT			3. SUBTITLE		
4. AUTHORITY (DATA ACQUISITION DOC NO. DI-ADMN-81505		5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB ASREQ	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE		b. COPIES Draft    Final Reg    Repr	
<p>16. REMARKS</p> <p>DEVELOP AND SUBMIT A DETAILED AGENDA 10 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.</p> <p>KICK-OFF MTG: CONDUCT AT CONTRACTOR FACILITY WITHIN 15 DAC. PRESENT FOR GOV APPROVAL DETAILED PATHS/ENTRANCE AND EXIT CRITERIA FOR CPDR AND Ccdr.</p> <p>IBR: INTEGRATED BASELINE REVIEW SHALL BE CONDUCTED WITHIN 30 DAYS AFTER CONTRACT AWARD AT THE CONTRACTOR FACILITY.</p> <p>QPRs: THREE QUARTERLY PROGRAM REVIEWS SHALL BE CONDUCTED AT THE CONTRACTOR FACILITY AND ONE AT THE AEROSTAT JPO, HUNTSVILLE, AL.</p> <p>PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.</p> <p>SUBMIT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.</p> <p>CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.</p> <p>*LETTER OF TRANSMITTAL ONLY.</p>				-TC-SA		1	4
				ONE DISK			
				*-CM-CN			
				15. TOTAL ---->			
G. PREPARED BY		H. DATE		I. APPROVED		DATE	
[REDACTED]		(b) (6)		[REDACTED]		18 Apr 97	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 1 of 20			

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(b)(6)

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0002, 0004		B. EXHIBIT A		C. CATEGORY: TDP          TM          OTHER			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO A002		2. TITLE OF DATA ITEM INTEGRATED MASTER SCHEDULE (IMS)			3. SUBTITLE MASTER INTEGRATED PROGRAM SCHEDULE (MIPS)		
4. AUTHORITY (DATA ACQUISITION DOC NO. DI-MISC-81183A)			5. CONTRACT REFERENCE SOW PARA 2.4		6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB 15 DAC	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE		b. COPIES	
<p>16. REMARKS</p> <p>SUBMIT THE MIPS AT THE KICK-OFF MEETING 15 DAC. INITIAL SUBMISSION SHALL USE PROPOSAL NEGOTIATED INTEGRATED SCHEDULE AS A BASELINE FROM WHICH THE SCHEDULES SHALL BE DEVELOPED.</p> <p>THE MIPS SHALL BE MAINTAINED CURRENT TO REFLECT PROGRAM CHANGE AND PROGRESS. SUBMIT QUARTERLY UPDATES IN CONJUNCTION WITH THE QUARTERLY PROGRAM REVIEW (QPRs).</p> <p>APPROVAL: G15/C15.</p> <p>*LETTER OF TRANSMITTAL ONLY.</p>				-		Draft	Final
				-TC-SA		1	
				1 DISK			
				*-CM-CN			
15. TOTAL ---->				0	1		
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 2 of 20 Pages		

000072



<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)							Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per year including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.										
<b>A. CONTRACT LINE ITEM NO.</b> 0002, 0004			<b>B. EXHIBIT</b> A			<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____				
<b>D. SYSTEM/ITEM</b> AEROSTAT					<b>E. CONTRACT/PR NO.</b>			<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A006		<b>2. TITLE OF DATA ITEM</b> CONTRACT FUND STATUS REPORT (CFSR)					<b>3. SUBTITLE</b>			
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-MGMT-81468				<b>5. CONTRACT REFERENCE</b> SOW PARA 2.6.2			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA			
<b>7. DD 250 REQ</b> LT		<b>9. DIST STATEMENT</b> REQUIRED		<b>10. FREQ</b> MTHLY	<b>12. DATE OF FIRST SUB</b> BLK 16		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A				<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16		<b>a. ADDRESSEE</b>		<b>b. COPIES</b> Draft    Final Reg Re	
<b>16. REMARKS</b> SUBMIT CONCURRENT WITH C/SSR. COLUMNS 2-10 OF BLOCKS 12, 13, AND 14 WILL BE HEADED TO SHOW A 6-MONTH "ROLLING WINDOW" FOLLOWED BY REMAINING PROJECTIONS BY FY. "ROLLING WINDOW" IS DEFINED AS A PROJECTION FOR EACH OF THE NEXT 6 MONTHS FROM THE REPORTED DATE. THIS WILL BE FOLLOWED BY A PROJECTION FOR REMAINING MONTHS BY FY.  FOR RISK MITIGATION (CLIN 0001), REPORT AT LEVEL 2.  THE CONTRACTOR SHALL PROVIDE A ONE PAGE WHITE PAPER IN CONTRACTOR FORMAT EXPLAINING VARIANCES UPON THE REQUEST OF THE GOVERNMENT PROJECT MANAGER.  SUBMIT DISK TO -TC-SA ONLY.  *LETTER OF TRANSMITTAL ONLY.							-TC-SA -RM-M *-CM-CN 1 DISK		5 1	
							25. TOTAL ---->		0	6
<b>G. PREPARED BY</b>				<b>H. DATE</b>		<b>I. APPROVED BY</b>			<b>J. DATE</b>	
<b>17. PRICE GROUP</b>				<b>18. ESTIMATED TOTAL PRICE</b>				Page 6 of 20 Pages		

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<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT return your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.								
A. CONTRACT LINE ITEM NO. 0002			B. EXHIBIT A		C. CATEGORY: TDP                  TM                  OTHER			
D. SYSTEM/ITEM AEROSTAT				E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT (FMER)				3. SUBTITLE		
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-FNCL-80331			5. CONTRACT REFERENCE SOW PARA 2.6.1			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ MTHLY	12. DATE OF FIRST SUB BLK 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16		a. ADDRESSEE		b. COPIES	
<b>16. REMARKS</b> ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.  ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.  THE FMER SHALL BE SUBMITTED FOR THE RISK MITIGATION SEGMENT (CLIN 0001) OF THE CONTRACT.  TAILOR DID: BLOCK 10, PREPARATION INSTRUCTIONS, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.  *LETTER OF TRANSMITTAL ONLY.								
					-TC-SA	5		
					-RM-M	1		
					*CM-CN			
15. TOTAL ---->					0	6		
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 4 of 20			

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CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0002, 0004	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM AEROSTAT	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO A006	2. TITLE OF DATA ITEM CONTRACT FUND STATUS REPORT (CFSR)	3. SUBTITLE
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4. AUTHORITY (DATA ACQUISITION DOC NO. DI-MGMT-81468)	5. CONTRACT REFERENCE SOW PARA 2.6.2	6. REQUIRING OFFICE CSSD-TC-SA
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ MTHLY	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE

16. REMARKS SUBMIT CONCURRENT WITH C/SSR. COLUMNS 2-10 OF BLOCKS 12, 13, AND 14 WILL BE HEADED TO SHOW A 6-MONTH "ROLLING WINDOW" FOLLOWED BY REMAINING PROJECTIONS BY FY. "ROLLING WINDOW" IS DEFINED AS A PROJECTION FOR EACH OF THE NEXT 6 MONTHS FROM THE REPORTED DATE. THIS WILL BE FOLLOWED BY A PROJECTION FOR REMAINING MONTHS BY FY.  FOR RISK MITIGATION (CLIN 0001), REPORT AT LEVEL 2.  THE CONTRACTOR SHALL PROVIDE A ONE PAGE WHITE PAPER IN CONTRACTOR FORMAT EXPLAINING VARIANCES UPON THE REQUEST OF THE GOVERNMENT PROJECT MANAGER.  SUBMIT DISK TO -TC-SA ONLY.  *LETTER OF TRANSMITTAL ONLY.	-TC-SA	5	
	-RM-M	1	
	*-CM-CN		
	1 DISK		
	25. TOTAL ---->	0	6

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 6 of 20 Pages
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000076

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)	Form Approved OMB No. 0704-0188
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT return your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.	

<b>A. CONTRACT LINE ITEM NO.</b> 0004	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP          TM          OTHER
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> A007	<b>2. TITLE OF DATA ITEM</b> LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT	<b>3. SUBTITLE</b> PROGRAM BUDGETARY COST ESTIMATE (PBCE)
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-FNCL-80448	<b>5. CONTRACT REFERENCE</b> SOW PARA 2.7	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> N/A	<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>
			-TC-SA		Draft    Final
			*-CM-CN		Reg    Rep

**16. REMARKS**  
 STARTING WITH THE PROPOSAL SUBMISSION AS A BASELINE, DEVELOP AND MAINTAIN CURRENT A PROGRAM BUDGETARY COST ESTIMATE WITH SUPPORTING RATIONALE. SUBMIT TO GOVERNMENT AS REQUIRED.

CONTRACTOR FORMAT ACCEPTABLE.

\*LETTER OF TRANSMITTAL ONLY.

15. TOTAL ---->	0	5	

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 7 of 20 Pages
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0002, 0004	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM AEROSTAT	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM DATA ACCESSION LIST	3. SUBTITLE INTERNAL DATA
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4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-MGMT-81453	5. CONTRACT REFERENCE SOW PARA 2.9	6. REQUIRING OFFICE CSSD-TC-SA
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB 90 DAC	14. DISTRIBUTION
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE

16. REMARKS  
SUBMIT DATA ACCESSION LIST (DAL) WITHIN 90 DAC. SUBMIT REVISIONS AS REQUIRED TO MAINTAIN CURRENT. CONTRACTOR SHALL PROVIDE, AT REPRODUCTION COST ONLY, A COPY OF ANY DATA GENERATED UNDER THIS CONTRACT.  
  
CONTRACTOR FORMAT ACCEPTABLE.

a. ADDRESSEE	b. COPIES	
	Draft	Final
-TC-SA	1	
*-CM-CN		
15. TOTAL ----->	0	1

\*LETTER OF TRANSMITTAL ONLY.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 8 of 20 Pages
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY: TDP      TM      OTHER					
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A009		2. TITLE OF DATA ITEM DESIGN SPECIFICATION			3. SUBTITLE SPECIFICATION TREE				
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-MCCR-81443			5. CONTRACT REFERENCE SOW PARA 3.2			6. REQUIRING OFFICE CSSD-TC-SA			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION					
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE		b. COPIES Draft    Final Reg    Rep:			
16. REMARKS SUBMIT SPECIFICATION TREE 60 DAYS PRIOR TO CPDR AND CCCR. SUBSEQUENT SUBMISSIONS AS REQUIRED. CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	4		
				*-CM-CN					
15. TOTAL ---->						0	1		
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE			
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE				Page 3 of 10 Pages			

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
<p>PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 110 HOURS PER YEAR INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING THE REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING BURDEN, ESTIMATE OR ANY OTHER ASPECT OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO DEPARTMENT OF DEFENSE, WASHINGTON HEADQUARTERS SERVICES, DIRECTORATE FOR INFORMATION AND REPORTS, 1215 JEFFERSON DAVIS HIGHWAY, SUITE 1204, ARLINGTON, VA 22202-4302, AND TO THE OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (0704-0188), WASHINGTON, DC 20503. PLEASE DO NOT SEND YOUR FORM TO EITHER OF THESE ADDRESSES. SEND COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICE FOR THE CONTRACT/PR NO LISTED BLOCK E.</p>							
A. CONTRACT LINE ITEM NO. 0002, 0004		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM DATABASE DESIGN DESCRIPTION			3. SUBTITLE DESIGN NOTEBOOK			
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-IPSC-81437		5. CONTRACT REFERENCE SOW PARA 4.2, 4.3			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB 90 DAC		14. DISTRIBUTION		
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16		a. ADDRESSEE		b. COPIES
<p>16. REMARKS</p> <p>SUBMIT THE DESIGN NOTEBOOK 90 DAYS AFTER CONTRACT AWARD. SUBSEQUENT UPDATE SUBMISSIONS SHALL BE AT 6 MONTH INTERVALS AND AT CPDR AND CCDR. THE UPDATES SHALL BE SUBMITTED AS CHANGE PAGES TO THE BASIC DOCUMENT.</p> <p>THE DESIGN NOTEBOOK SHALL BE BASED ON MATERIAL PROVIDED IN THE PROPOSAL. THE NOTEBOOK SHALL CONSIST OF TWO VOLUMES. VOLUME I SHALL CONTAIN THE KEY ANALYSES AND TRADEOFF STUDIES CONDUCTED TO SUPPORT REQUIREMENTS ALLOCATION, DESIGN AND DESIGN TRADEOFFS. VOLUME II SHALL CONTAIN A DESCRIPTION OF THE SYSTEM ARCHITECTURE THAT IS BEING DEVELOPED AND FABRICATED. THE DESCRIPTION SHALL BE PROVIDED IN TERMS OF VISUAL DESCRIPTIONS, PERFORMANCE ESTIMATES, AND PHYSICAL PROPERTIES.</p> <p>CONTRACTOR FORMAT IS ACCEPTABLE.</p> <p>*LETTER OF TRANSMITTAL ONLY.</p>					-TC-SA	1	
					*-CM-CN		
					1 DISK		
15. TOTAL ---->					0	1	
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 10 of 10		

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)	Form Approved OMB No. 0704-0188
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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0004	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b>		
		TDP	TM	OTHER

<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> A011	<b>2. TITLE OF DATA ITEM</b> PERFORMANCE SPECIFICATIONS DOCUMENTS	<b>3. SUBTITLE</b> HARDWARE/SOFTWARE PERFORMANCE SPECIFICATIONS
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-SDMP-81465	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.2	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> BLK16	<b>12. DATE OF FIRST SUB</b> BLK 16.	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
					<b>Draft</b>
					<b>Final</b>
					<b>Reg Rep</b>

**16. REMARKS**  
SUBMIT PERFORMANCE SPECIFICATIONS 60 DAYS PRIOR TO CPDR AND CCDR. THE HW/SW PERFORMANCE SPECIFICATIONS SHALL INCLUDE THE FOLLOWING:

1. SYSTEM LEVEL SPEC
2. PLATFORM SPEC
3. PAYLOAD SPEC
4. PTIR
5. SURV SPEC
6. PROCESSING STATION SPEC

SUBSEQUENT SUBMISSIONS AS REQUIRED.

CONTRACTOR FORMAT ACCEPTABLE.

APPROVAL: G30/C30.

\*LETTER OF TRANSMITTAL ONLY.

-TC-SA			
*-CM-CN			
1 DISK			
15. TOTAL ---->		0	1

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 11 of 20 Pages
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO A012		2. TITLE OF DATA ITEM INTERFACE CONTROL DRAWING DOCUMENTATION			3. SUBTITLE INTERFACE CONTROL DOCUMENTS (ICD)		
4. AUTHORITY (DATA ACQUISITION DOC NO. DI-CMAN-81248		5. CONTRACT REFERENCE SOW PARA 3.2, 3.7			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE		b. COPIES: Draft Final Reg Rep	
16. REMARKS SUBMIT THE ICD 60 DAYS PRIOR TO THE CPDR AND CDR. CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	4
				*-CM-CN			
				15. TOTAL ---->			
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 12 of 20 Page		

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
<b>A. CONTRACT LINE ITEM NO.</b> 0004		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP      TM      OTHER			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A013		<b>2. TITLE OF DATA ITEM</b> SOFTWARE DEVELOPMENT PLAN			<b>3. SUBTITLE</b>		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-IPSC-81427)			<b>5. CONTRACT REFERENCE</b> SOW PARA 3.5.3			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA	
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> 60 DAC	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> ASREQ	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
<b>16. REMARKS</b> INITIAL SUBMISSION 60 DAC. UPDATE TO INCLUDE GOVERNMENT COMMENTS AT CPDR AND CCDR. SUBSEQUENT SUBMISSIONS AS REQUIRED. CONTENTS OF SOFTWARE DEVELOPMENT PLAN SHALL BE IAW DID. CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	
				*-CM-CN			
				1 DISK			
				<b>15. TOTAL</b> ----->			
<b>G. PREPARED BY</b>			<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>
<b>17. PRICE GROUP</b>			<b>18. ESTIMATED TOTAL PRICE</b>			Page 13 of 20 Pages	

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**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0002, 0004	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP          TM          OTHER		
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> A014	<b>2. TITLE OF DATA ITEM</b> SYSTEM SAFETY PROGRAM PROGRESS REPORT	<b>3. SUBTITLE</b> SAFETY ASSESSMENT REPORT
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-SAFT-80105A	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.8	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final

<b>16. REMARKS</b> THE SAFETY ASSESSMENT REPORT SHALL BE PROVIDED AS REQUESTED BY THE GOVERNMENT. CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.	-TC-SA		1	2	
	*-CM-CN				
	-TC-WS		1		
<b>15. TOTAL -----&gt;</b>			0	2	2

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 14 of 20 Pages
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item) Form Approved  
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0002, 0004 B. EXHIBIT A C. CATEGORY: TDP \_\_\_ TM \_\_\_ OTHER \_\_\_

D. SYSTEM/ITEM AEROSTAT E. CONTRACT/PR NO. F. CONTRACTOR

1. DATA ITEM NO A015 2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES 3. SUBTITLE AEROSTAT SYSTEM MODEL

4. AUTHORITY (DATA ACQUISITION DOC NO. DI-MISC-80048) 5. CONTRACT REFERENCE SOW PARA 3.9.1 6. REQUIRING OFFICE CSSD-TC-SA

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repr

16. REMARKS  
THE AEROSTAT MODEL WILL BE PROVIDED FOR REVIEW AT CPDR AND CCDR.  
  
THE CONTRACTOR SHALL DELIVER THE AEROSTAT SYSTEM MODEL TO THE GOVERNMENT 30 DAYS AFTER COMPLETION OF THE SYSTEM DEMONSTRATION.  
  
\*LETTER OF TRANSMITTAL ONLY.

15. TOTAL ---->		0	1	0
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G. PREPARED BY H. DATE I. APPROVED BY J. DATE

17. PRICE GROUP 18. ESTIMATED TOTAL PRICE Page 15 of 20 Pages

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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>	
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR
1. DATA ITEM NO. A016		2. TITLE OF DATA ITEM PRESENTATION MATERIAL			3. SUBTITLE DESIGN REVIEWS (CPDR AND CCDR)
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-ADMN-81373		5. CONTRACT REFERENCE SOW PARA 3.10.1, 3.10.2			6. REQUIRING OFFICE CSSD-TC-SA
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQ BLK 16	
8. APP CODE A		11. AOD		12. DATE OF FIRST SUB BLK 16	
16. REMARKS		14. DISTRIBUTION			
		a. ADDRESSEE		b. COPIES Draft Final Reg Repr	
SUBMIT AGENDA 25 DAYS PRIOR TO MEETINGS. GOVERNMENT APPROVAL WITHIN 10 DAYS FROM RECEIPT OF AGENDA. SUBMIT MATERIAL AS STATED ON A016 CONTINUATION PAGES.		-TC-SA			
		*-CM-CN			
SUBMIT HARD COPIES OF PRESENTED MATERIAL WITHIN 10 DAYS AFTER THE MEETING. BLACK/WHITE COPIES SHALL BE PROVIDED IN BLACK/WHITE. COLOR COPIES SHALL BE PROVIDED IN COLOR.		I DISK			
SUBMIT MINUTES OF MEETINGS, ATTENDEES, AND ACTION ITEMS WITHIN 10 DAYS AFTER MEETING.					
SUBMIT COMPLETED ACTION ITEM REPORT WITHIN 10 DAYS AFTER COMPLETION OF ALL ACTION ITEMS.					
CONTRACTOR FORMAT ACCEPTABLE.					
*LETTER OF TRANSMITTAL ONLY.					
				15 TOTAL 0 1	

PREPARED BY

H. DATE

I APPROVED BY

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A016 (Continued)

The contractor shall meet all the requirements for conducting a CPDR or CCDR.

1.0 Risk.

1.1 Maturity to Enter Next Part or Segment.

1.1.1 Payload(s) Risk to Enter Next Part or Segment.

1.1.1.1 Precision Track Illumination Radar (PTIR) Technical Risk Mitigation.

a. The contractor shall submit data to demonstrate the maturity of the PTIR to enter next part or segment. Data shall address all hardware and software components of the PTIR. For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the PTIR to enter next part or segment.

1.1.1.2 Surveillance Radar (SR) Technical Risk Mitigation.

a. The contractor shall submit data to demonstrate the maturity of the SR to enter next part or segment. Data shall address all hardware and software components of the SR. For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

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b. If appropriate, the offeror may submit other data to demonstrate the maturity of the SR to enter next part or segment.

1.1.2 Integration Risk (Technical) to Enter Next Part or Segment.

a. The contractor shall submit data to demonstrate the maturity of the aerostat system integration to enter next part or segment. Data shall address all hardware and software components of the aerostat system. For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the aerostat system to enter next part or segment.

1.1.3 Platform(s) Technical Risk to Enter Next Part or Segment.

a. The contractor shall submit data to demonstrate the maturity of the platform(s) to enter next part or segment. Data shall address all hardware and software components of the platform(s). For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the platform(s) to enter next part or segment.

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1.1.4 Processing Station(s) Technical Risk to Enter Next Part or Segment.

a. The contractor shall submit data to demonstrate the maturity of the processing station(s) to enter next part or segment. Data shall address all hardware and software components of the processing station(s). For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the processing station(s) to enter next part or segment.

2.0 Technical.

2.1 Effectiveness.

2.1.1 Target Track Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the target track performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

2.1.2 Target Acquisition Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the target acquisition performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

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2.1.3 Target Handover Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the target handover performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

2.1.4 Survivability and Countermeasures Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the survivability and countermeasures performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

2.1.5 Inherent Availability. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the survivability and countermeasures performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

## 2.2 Design.

2.2.1 Modularity/Growth. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the modularity/growth requirements of the aerostat system, as stated in the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the flexibility of the design. The design shall be indexed to the requirements of the aerostat performance specification.

3.0 Cost. To enter the next part or segment, the contractor shall submit cost reports, in C/SSR format, to show how the contractor has met original cost proposal goals during the previous part or segment. Cost reports shall be presented in sufficient detail to allow government evaluation of offeror's ability to meet the original cost proposal goals.

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
<b>A. CONTRACT LINE ITEM NO.</b> 0004		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A017		<b>2. TITLE OF DATA ITEM</b> TEST PLAN			<b>3. SUBTITLE</b> DETAILED TEST PLAN		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-NDTI-80566		<b>5. CONTRACT REFERENCE</b> SOW PARA 3.6			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b> Draft Final Reg Repr	
<b>16. REMARKS</b> SUBMIT TEST PLANS FOR COMPONENTS 30 DAYS PRIOR TO COMPONENT TEST. NO APPROVAL.  [REDACTED]  SUBMIT DRAFT TEST PLANS FOR SUBSYSTEM, INTEGRATION, AND SYSTEM LEVEL TEST 60 DAYS PRIOR TO TEST. SUBMIT FINAL TEST PLAN NLT 30 DAYS PRIOR TO TEST. APPROVAL: G15/C10.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA			
				*-CM-CN			
				1 DISK			
				<b>15. TOTAL ----&gt;</b>			
<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>			Page 17 of 20 Pages		

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CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR
1. DATA ITEM NO. A018		2. TITLE OF DATA ITEM INTEGRATED SUPPORT PLAN			3. SUBTITLE
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-ILSS-80395		5. CONTRACT REFERENCE SOW PARA 6.1.1			6. REQUIRING OFFICE CSSD-TC-SA
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FRQ BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION	
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Rep
16. REMARKS SUBMIT 60 DAYS PRIOR TO CPDR AND CCDR. THE INTEGRATED SUPPORT PLAN (ISP) SHALL INCLUDE:				-TC-SA -TC-EV -TC-WS *-CM-CN	
1. MAINTENANCE PLAN FOR ADP, LEAVE BEHIND (LB) AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION ON BIT/BITE, FAILURE ANALYSIS/DIAGNOSTICS, ON-LINE DIAGNOSTICS, ON GROUND RESOLUTION OF SOFTWARE ANOMALIES, AND RAM CHARACTERISTICS.					
2. SUPPLY SUPPORT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.					
3. EQUIPMENT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS. (INCLUDE SPECIFIC INFORMATION CONCERNING COTS AND GOTS EQUIPMENT SUCH AS COST, RANGE & QUANTITY, AND REQUIREMENTS SCHEDULE).					
4. MANPRINT MANAGEMENT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.					
5. TRAINING PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.					
6. DEPLOYMENT PLAN FOR DEPLOYMENT OF OPERATIONAL LB SYSTEM.					
CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G45/C30					
SUBMIT DISK TO -TC-SA ONLY.					
* LETTER OF TRANSMITTAL ONLY.					
				5. TOTAL	

G. PREPARED BY

H. DATE

I. APPROVED BY

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188	
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<b>A. CONTRACT LINE ITEM NO.</b> 0002, 0004		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A019		<b>2. TITLE OF DATA ITEM</b> SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES			<b>3. SUBTITLE</b> ENVIRONMENTAL FAILURE REPORT		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-MISC-80048		<b>5. CONTRACT REFERENCE</b> SOW PARA 6.3			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
<b>16. REMARKS</b> THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE CONTRACTING OFFICER OF FAILURES OR PROJECTED FAILURES OF COMPLIANCE WITH ENVIRONMENTAL REQUIREMENT.  A WRITTEN REPORT SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS. THE REPORT SHALL DEFINE THE PROBLEMS, WHEN, WHERE, AND HOW IT OCCURRED, ACTIONS THAT WERE TAKEN IMMEDIATELY, WHO WAS NOTIFIED, THE ACTIONS THAT WERE TAKEN TO CORRECT THE PROBLEM, AND TO PREVENT FUTURE OCCURRENCES.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	2
				-TC-EV			1
				-TC-WS			1
				*-CM-CN			
				<b>15. TOTAL</b> ----->			
<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>			Page 19 of 20 Page:		

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per res including the time for reviewing instructions, searching existing data sources, gathering and mainta the data needed, and completing the reviewing the collection of information. Send comments regardin burden, estimate or any other aspect of this collection of information, including suggestions for re this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office o Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT your form to either of these addresses. Send completed form to the Government Issuing Contracting Of for the Contract/PR NO listed Block E.								
<b>A. CONTRACT LINE ITEM NO.</b> 0002, 0004			<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT				<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A020		<b>2. TITLE OF DATA ITEM</b> OPERATIONS SECURITY (OPSEC) PLAN				<b>3. SUBTITLE</b>		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-MGMT-80934			<b>5. CONTRACT REFERENCE</b> SOW PARA 7.0			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ONE/R	<b>12. DATE OF FIRST SUB</b> 30 DAC		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> A	<b>9. DIST STATEMENT</b> REQUIRED	<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> ASREQ		<b>a. ADDRESSEE</b>		<b>b. COPIES</b> Draft Final Reg Repr	
<b>16. REMARKS</b> THE PREVIOUSLY APPROVED OPSEC PLAN SUBMITTED UNDER THE CONCEPT DEFINITION CONTRACT SHALL BE REVISED TO REFLECT THE PRESENT PROGRAM.  MAINTAIN CURRENT TO REFLECT MAJOR PROGRAM CHANGES.  APPROVAL: G30/C30.					-TC-SA		1	1
					-CM-CN		1	1
					<b>15. TOTAL -----&gt;</b>			
<b>G. PREPARED BY</b>			<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>			<b>18. ESTIMATED TOTAL PRICE</b>				Page 20 of 20 Pages	

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188					
<p>PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 110 HOURS PER RESPONDENT INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING THE REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING BURDEN, ESTIMATE OR ANY OTHER ASPECT OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO DEPARTMENT OF DEFENSE, WASHINGTON HEADQUARTERS SERVICES, DIRECTORATE FOR INFORMATION AND REPORTS, 1215 JEFFERSON DAVIS HIGHWAY, SUITE 1204, ARLINGTON, VA 22202-4302, AND TO THE OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (0704-0188), WASHINGTON, DC 20503. PLEASE DO NOT SEND YOUR FORM TO EITHER OF THESE ADDRESSES. SEND COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICE FOR THE CONTRACT/PR NO LISTED BLOCK E.</p>											
A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP      TM      OTHER							
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA ITEM NO. B001		2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT			3. SUBTITLE						
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-ADMN-81505		5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2			6. REQUIRING OFFICE CSSD-TC-SA						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB ASREQ	14. DISTRIBUTION							
8. APP CODE A	E	11. AOD	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE		b. COPIES					
<p>16. REMARKS</p> <p>DEVELOP AND SUBMIT A DETAILED AGENDA 10 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.</p> <p>KICK-OFF MTG: CONDUCT AT CONTRACTOR FACILITY WITHIN 15 DAYS AFTER OPTION EXERCISED. PRESENT FOR GOVERNMENT APPROVAL DETAILED PATHS/ENTRANCE AND EXIT CRITERIA FOR CPDR AND CDDR.</p> <p>IBR: INTEGRATED BASELINE REVIEW SHALL BE CONDUCTED WITHIN 30 DAYS AFTER OPTION EXERCISED AT THE CONTRACTOR FACILITY.</p> <p>QPRs: THREE QUARTERLY PROGRAM REVIEWS SHALL BE CONDUCTED AT THE CONTRACTOR FACILITY AND ONE AT THE AEROSTAT JPO, HUNTSVILLE, AL.</p> <p>PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.</p> <p>SUBMIT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.</p> <p>CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.</p> <p>*LETTER OF TRANSMITTAL ONLY.</p>				-TC-SA		1		4			
				ONE DISK							
				*-CM-CN							
								15. TOTAL ----->		0	
G. PREPARED BY KAY WARD			H. DATE		I. APPROVED BY		J. DATE				
17.			18. ESTIMATED TOTAL PRICE			Page 1 of 19 Pages					

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. B002	2. TITLE OF DATA ITEM INTEGRATED MASTER SCHEDULE (IMS)				3. SUBTITLE MASTER INTEGRATED PROGRAM SCHEDULE (MIPS)		
4. AUTHORITY (DATA ACQUISITION DOC NO. DI-MISC-81183A)		5. CONTRACT REFERENCE SOW PARA 2.4			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE		b. COPIES	
16. REMARKS SUBMIT THE MIPS AT THE KICK-OFF MEETING 15 DAYS AFTER OPTION EXERCISED. INITIAL SUBMISSION SHALL USE PROPOSAL NEGOTIATED INTEGRATED SCHEDULE AS A BASELINE FROM WHICH THE SUBLEVEL SCHEDULES SHALL BE DEVELOPED.  THE MIPS SHALL BE MAINTAINED CURRENT TO REFLECT PROGRAM CHANGE AND PROGRESS. SUBMIT QUARTERLY UPDATES IN CONJUNCTION WITH THE QUARTERLY PROGRAM REVIEW (QPRs).  APPROVAL: G15/C15.  *LETTER OF TRANSMITTAL ONLY.				Draft		Final	
						Reg Repr	
				-TC-SA		1	
				1 DISK			
				*-CM-CN			
15. TOTAL ---->				0		1	
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 2 of 19 Pages			

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)				Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per year including the time for reviewing instructions, searching existing data sources, gathering and main the data needed, and completing the reviewing the collection of information. Send comments regard burden, estimate or any other aspect of this collection of information, including suggestions for this burden, to Department of Defense, Washington Headquarters Services, Directorate for Informati and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO your form to either of these addresses. Send completed form to the Government Issuing Contracting for the Contract/PR NO listed Block E.							
<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP          TM          OTHER			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> 8003		<b>2. TITLE OF DATA ITEM</b> CONTRACT WORK BREAKDOWN STRUCTURE			<b>3. SUBTITLE</b>		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-MGMT-81334			<b>5. CONTRACT REFERENCE</b> SOW PARA 2.5		<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> ASREQ	<b>a. ADDRESSEE</b>	<b>b. COPII</b>		
<b>16. REMARKS</b> SUBMIT A DRAFT CWBS AND DICTIONARY AT THE KICK-OFF MEETING 15 DAYS AFTER OPTION EXERCISED. THE CWBS SHALL BE DEVELOPED TO THE LOWEST LEVEL AT WHICH WORK IS PERFORMED. SUBMIT CHANGES AS REQUIRED TO MAINTAIN CURRENT. A NOTIONAL WBS IS ENCLOSED.  CONTRACTOR FORMAT ACCEPTABLE.  ONE DISK SUBMITTED TO [REDACTED] ONLY. (b)(7)(E)  APPROVAL: G30/C30.							
				-TC-SA		2	
				-CM-CN		1	
				<b>15. TOTAL ----&gt;</b>			
<b>G. PREPARED BY</b>			<b>H. DATE</b>	<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>			<b>18. ESTIMATED TOTAL PRICE</b>			Page 3 of 19 Pac	

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Notional Work Breakdown Structure

Level	1	2	3	4
Aerostat System				
		Payload		
			Hardware	
				Surveillance Radar
				PTI Radar
			Software	
				Surveillance Radar
				PTI Radar
			Other	
		Integration		
			Hardware	
			Software	
				System
				BMC4I
			Other	
		Platform		
			Airframe	
			Mooring	
			Tether	
			Other	
		Processing Station		
			Operator Station	
			Communications	
			Other	
		System Engineering/Program Management		
			System Engineering	
			Program Management	
			Product Assurance	
			Integrated Logistics Support	
		System Test & Evaluation		
			Development Test and Evaluation	
			Operational Test and Evaluation	
			Test and Evaluation Support	
			Test Facilities	
		Training		
			Training Equipment	
			Training Services	
			Training Facilities	

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Level 1

2

3

4

Data

Engineering Data

Management Data

Technical Data

Support Data

Data Depository

Peculiar Support Equipment

Test and Measurement

Support and Handling Equipment

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<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> B004		<b>2. TITLE OF DATA ITEM</b> CONTRACT FUND STATUS REPORT (CFSR)			<b>3. SUBTITLE</b>		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-MGMT-81468			<b>5. CONTRACT REFERENCE</b> SOW PARA 2.6.2			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA	
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> MTHLY	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
						Draft	Final
<b>16. REMARKS</b> SUBMIT CONCURRENT WITH C/SSR. COLUMNS 2-10 OF BLOCKS 12, 13, AND 14 WILL BE HEADED TO SHOW A 6-MONTH "ROLLING WINDOW" FOLLOWED BY REMAINING PROJECTIONS BY FY. "ROLLING WINDOW" IS DEFINED AS A PROJECTION FOR EACH OF THE NEXT 6 MONTHS FROM THE REPORTED DATE. THIS WILL BE FOLLOWED BY A PROJECTION FOR REMAINING MONTHS BY FY.  FOR RISK MITIGATION (CLIN 0001), REPORT AT LEVEL 2.  THE CONTRACTOR SHALL PROVIDE A ONE PAGE WHITE PAPER IN CONTRACTOR FORMAT EXPLAINING VARIANCES UPON THE REQUEST OF THE GOVERNMENT PROJECT MANAGER.  SUBMIT DISK TO -TC-SA ONLY.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA			
				-RM-M			
				*-CM-CN			
				1 DISK			
<b>15. TOTAL ----&gt;</b>				0	6	0	
<b>G. PREPARED BY</b>			<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>			Page 4 of 19 Pages		

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<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP          TM          OTHER			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> B005		<b>2. TITLE OF DATA ITEM</b> LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT			<b>3. SUBTITLE</b> PROGRAM BUDGETARY COST ESTIMATE (PBCE)		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-ENCL-80448		<b>5. CONTRACT REFERENCE</b> SOW PARA 2.7			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A	<b>9. DIST STATEMENT</b> REQUIRED	<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
<b>16. REMARKS</b> USING THE PBCE SUBMISSION (CLIN 0003) AS A BASELINE, DEVELOP AND MAINTAIN CURRENT A PROGRAM BUDGETARY COST ESTIMATE WITH SUPPORTING RATIONALE. SUBMIT TO GOVERNMENT AS REQUIRED.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		5	
				*-CM-CN			
				<b>15. TOTAL ----&gt;</b>			

<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
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<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>		Page 5 of 19 Pages			
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CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Form Approved

OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____				
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>			
<b>1. DATA ITEM NO</b> B006		<b>2. TITLE OF DATA ITEM</b> DATA ACCESSION LIST			<b>3. SUBTITLE</b> INTERNAL DATA			
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-MGMT-81453			<b>5. CONTRACT REFERENCE</b> SOW PARA 2.9		<b>6. REQUIRING OFFICE</b> CSSD-TC-SA			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>				
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>		
<b>16. REMARKS</b> SUBMIT DATA ACCESSION LIST (DAL) WITHIN 90 DAYS AFTER OPTION EXERCISED. SUBMIT REVISIONS AS REQUIRED TO MAINTAIN CURRENT. CONTRACTOR SHALL PROVIDE, AT REPRODUCTION COST ONLY, A COPY OF ANY DATA GENERATED UNDER THIS CONTRACT.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		Draft	Final	
				*-CM-CN		1	Reg	Repr
				<b>15. TOTAL</b> ---->		0	1	

<b>G. PREPARED BY</b>		<b>H. DATE</b>	<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>			Page 6 of 19 Page	

000102

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT return your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.									
A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP          TM          OTHER					
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO B007	2. TITLE OF DATA ITEM DESIGN SPECIFICATION			3. SUBTITLE SPECIFICATION TREE					
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-MCCR- 81443		5. CONTRACT REFERENCE SOW PARA 3.2			6. REQUIRING OFFICE CSSD-TC-SA				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB BLK16	14. DISTRIBUTION					
8. APP CODE A	E	11. AOD	13. DATE OF SUBSEQ SUB BLK16	a. ADDRESSEE		b. COPIES Draft    Final Reg Rep			
16. REMARKS SUBMIT UPDATED SPECIFICATION TREE 30 DAYS AFTER OPTION EXERCISED. SUBSEQUENT SUBMISSIONS AS REQUIRED. CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.   *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	4		
				*-CM-CN					
				15. TOTAL ---->				0	1
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE			
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 7 of 19 Pages				

000103

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0006	<b>B. EXHIBIT</b> B	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> B008	<b>2. TITLE OF DATA ITEM</b> DATABASE DESIGN DESCRIPTION	<b>3. SUBTITLE</b> DESIGN NOTEBOOK
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-IPSC-81437)	<b>5. CONTRACT REFERENCE</b> SOW PARA 4.3	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> BLK 16	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	

<b>16. REMARKS</b> SUBMIT THE DESIGN NOTEBOOK 90 DAYS AFTER OPTION EXERCISED. SUBSEQUENT UPDATE SUBMISSIONS SHALL BE AT 6 MONTH INTERVALS AND AT CPDR AND CDR. THE UPDATES SHALL BE SUBMITTED AS CHANGE PAGES TO THE BASIC DOCUMENT.  THE DESIGN NOTEBOOK SHALL BE BASED ON MATERIAL PROVIDED IN THE PROPOSAL. THE NOTEBOOK SHALL CONSIST OF TWO VOLUMES. VOLUME I SHALL CONTAIN THE KEY ANALYSES AND TRADEOFF STUDIES CONDUCTED TO SUPPORT REQUIREMENTS ALLOCATION, DESIGN, AND DESIGN TRADEOFFS. VOLUME II SHALL CONTAIN A DESCRIPTION OF THE SYSTEM ARCHITECTURE THAT IS BEING DEVELOPED AND FABRICATED THE DESCRIPTION SHALL BE PROVIDED IN TERMS OF VISUAL DESCRIPTIONS, PERFORMANCE ESTIMATES, AND PHYSICAL PROPERTIES.  CONTRACTOR FORMAT IS ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
	-TC-SA		Final
	*-CM-CN		Reg
	ONE DISK		1

15. TOTAL 0

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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0001011





CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0006	<b>B. EXHIBIT</b> B	<b>C. CATEGORY:</b> TDP <u>        </u> TM <u>        </u> OTHER <u>        </u>
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> B010	<b>2. TITLE OF DATA ITEM</b> INTERFACE CONTROL DRAWING DOCUMENTATION	<b>3. SUBTITLE</b> INTERFACE CONTROL DOCUMENTS (ICD)
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-CMAN-81248	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.2, 3.7	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> BLK16	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	

16. REMARKS	b. COPIES	
	Draft	Final
SUBMIT THE UPDATED ICD 30 DAYS AFTER OPTION EXERCISED.  CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.	-TC-SA	1 4
	*-CM-CN	
	15. TOTAL ---->	0

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 10 of 19 Pages
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000101

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP                      TM                      OTHER			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO B011		2. TITLE OF DATA ITEM SOFTWARE DEVELOPMENT PLAN			3. SUBTITLE		
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-IPSC-81427		5. CONTRACT REFERENCE SOW PARA 3.5.3			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION			
8. APP CODE A	E	11. AOD	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE		b. COPIES Draft      Final Reg      Rep:	
16. REMARKS SUBMISSIONS AS REQUIRED. CONTENTS OF SOFTWARE DEVELOPMENT PLAN SHALL BE IAW DID.  CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	
				*-CM-CN			
				1 DISK			
				15. TOTAL ---->			
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 11 of 19 Page		

000107

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.						
<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP          TM          OTHER		
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>	
<b>1. DATA ITEM NO</b> B012	<b>2. TITLE OF DATA ITEM</b> SYSTEM SAFETY PROGRAM PROGRESS REPORT			<b>3. SUBTITLE</b> SAFETY ASSESSMENT REPORT		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-SAFT-80105A		<b>5. CONTRACT REFERENCE</b> SOW PARA 3.8			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA	
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED E	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> N/A	<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	Draft	Final
<b>16. REMARKS</b> THE SAFETY ASSESSMENT REPORT SHALL BE PROVIDED AS REQUESTED BY THE GOVERNMENT. CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.			-TC-SA	1	2	2
			-TC-WS	1	1	2
*LETTER OF TRANSMITTAL ONLY.			*-CM-CN	1	1	2
*LETTER OF TRANSMITTAL ONLY.			15. TOTAL ---->	0	2	2
<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>		Page 12 of 19 Pages		

000108

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> B013		<b>2. TITLE OF DATA ITEM</b> SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES			<b>3. SUBTITLE</b> AEROSTAT SYSTEM MODEL		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-MISC-80048		<b>5. CONTRACT REFERENCE</b> SOW PARA 3.9.1			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
<b>16. REMARKS</b> THE AEROSTAT MODEL WILL BE PROVIDED FOR REVIEW AT CPDR AND CCDR.  THE CONTRACTOR SHALL DELIVER THE AEROSTAT SYSTEM MODEL TO THE GOVERNMENT 30 DAYS AFTER COMPLETION OF THE SYSTEM DEMONSTRATION.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	
				*-CM-CN			
				<b>15. TOTAL ----&gt;</b>			
<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>				Page 13 of 19 Pages	

000109

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0006	<b>B. EXHIBIT</b> B	<b>C. CATEGORY:</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> B014	<b>2. TITLE OF DATA ITEM</b> TEST PLAN	<b>3. SUBTITLE</b> DETAILED TEST PLAN
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-NDTI-80566	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.6, 5.2	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	

<b>16. REMARKS</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
		<b>Draft</b>	<b>Final</b>	
SUBMIT TEST PLANS FOR COMPONENTS 30 DAYS PRIOR TO COMPONENT TEST. NO APPROVAL.  [REDACTED]  SUBMIT DRAFT TEST PLANS FOR SUBSYSTEM, INTEGRATION, AND SYSTEM LEVEL TEST 60 DAYS PRIOR TO TEST. SUBMIT FINAL TEST PLAN NLT 30 DAYS PRIOR TO TEST. APPROVAL: G15/C10.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.	-TC-SA	1	4	
	*-CM-CN			
	1 DISK			
		(b)(7)(E)		
<b>15. TOTAL</b> ---->		0	1	

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 14 of 19 Page
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000110

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per respondent, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. B015		2. TITLE OF DATA ITEM TEST/INSPECTION REPORTS			3. SUBTITLE DEMO AND TEST REPORTS		
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-NDTI-80809A		5. CONTRACT REFERENCE SOW PARA 5.2			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE		b. COPIES Draft Fin Reg R	
16. REMARKS QUICK LOOK REPORTS DUE 48 HOURS AFTER EACH TEST.  INTERIM TEST REPORTS DUE 30 DAYS AFTER EACH TEST. APPROVAL: G30/C30.  FINAL COMPREHENSIVE PROGRAM TEST REPORT DUE 60 DAYS AFTER COMPLETION OF TEST PROGRAM. APPROVAL: G30/C30.  CONTRACTOR FORMAT ACCEPTABLE.   *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	
				*-CM-CN			
				1 DISK			
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 15 of 19 Pages			

000111

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Form Approved

OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0006	B. EXHIBIT B	C. CATEGORY: TDP      TM      OTHER
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D. SYSTEM/ITEM AEROSTAT	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO B016	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	3. SUBTITLE TEST READINESS REVIEWS (TRR)
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4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-MISC-80048	5. CONTRACT REFERENCE SOW PARA 5.2	6. REQUIRING OFFICE CSSD-TC-SA
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7. DD 250 REQ LT	9. DIST STATEMENT	10. FREQ ASREQ	12. DATE OF FIRST SUB BLK16	14. DISTRIBUTION	
8. APP CODE A	REQUIRED E	11. AOD	13. DATE OF SUBSEQ SUB BLK16	a. ADDRESSEE	b. COPIES Draft    Final Reg Repr

16. REMARKS  
AGENDA: SUBMIT 25 DAYS PRIOR TO SCHEDULED REVIEW. APPROVAL: NLT 10 DAYS FOLLOWING RECEIPT OF AGENDA.  
  
MINUTES: SUBMIT ONE COPY OF MINUTES (INCLUDING APPROVAL SHEET) NLT 10 DAYS AFTER REVIEW. APPROVAL: G15/C10.  
  
CONTRACTOR FORMAT ACCEPTABLE.  
  
\*LETTER OF TRANSMITTAL ONLY.

-TC-SA					
*-CM-CN					
1 DISK					
15. TOTAL ---->				0	1

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 16 of 19 Pages
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000112



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

<b>A. CONTRACT LINE ITEM NO.</b> 000-6	<b>B. EXHIBIT</b> B	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> B017	<b>2. TITLE OF DATA ITEM</b> INTEGRATED SUPPORT PLAN	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-ILSS-80395	<b>5. CONTRACT REFERENCE</b> SOW PARA 6.1.1	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQ</b> BLK16	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	

**15. REMARKS**  
 SUBMIT 60 DAYS PRIOR TO THE SYSTEM DEMO. THE INTEGRATED SUPPORT PLAN (ISP) SHALL INCLUDE:

1. MAINTENANCE PLAN FOR ADP, LEAVE BEHIND (LB) AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION ON BIT/BITE, FAILURE ANALYSIS/DIAGNOSTICS, ON-LINE DIAGNOSTICS, ON GROUND RESOLUTION OF SOFTWARE ANOMALIES, AND RAM CHARACTERISTICS.
2. SUPPLY SUPPORT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.
3. EQUIPMENT PLAN FOR BDP, LB, AND OBJECTIVE SYSTEMS. (INCLUDE SPECIFIC INFORMATION CONCERNING COTS AND GOTS EQUIPMENT SUCH AS COST, RANGE & QUANTITY, AND REQUIREMENTS SCHEDULE).
4. MANPRINT MANAGEMENT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.
5. TRAINING PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.
6. DEPLOYMENT PLAN FOR DEPLOYMENT OF OPERATIONAL LB SYSTEM.

CONTRACTOR FORMAT ACCEPTABLE.  
 APPROVAL: G45/C30

SUBMIT DISK TO -TC-SA ONLY.

\* LETTER OF TRANSMITTAL ONLY.

a. ADDRESSEE	b. COPIES	
	Draft	Final
-TC-SA	1	4
-TC-EV		1
-TC-WS		1
*-CM-CN		
<b>15. TOTAL</b>	0	6

<b>H. DATE</b>	<b>J. DATE</b> (b)(6)
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000113

17 of 19 8375

CONTRACT DATA REQUIREMENTS LIST

Form Approved  
 OFB No. 0704-0188

(1 Data Item)

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

A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B	C. CATEGORY: TDP      TM      OTHER		
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D. SYSTEM/ITEM AEROSTAT ACTD	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. B018	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	3. SUBTITLE ENVIRONMENTAL FAILURE REPORT
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4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-MISC-80048	5. CONTRACT REFERENCE SOW PARA 6.3	6. REQUIRING OFFICE CSSD-TC-SA
---	---------------------------------------	-----------------------------------

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION	b. COPIES Draft Final Reg Repr.
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16		

16. REMARKS  
 THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE CONTRACTING OFFICER OF FAILURES OR PROJECTED FAILURES OF COMPLIANCE WITH ENVIRONMENTAL REQUIREMENT.  
  
 A WRITTEN REPORT SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS. THE REPORT SHALL DEFINE THE PROBLEMS, WHEN, WHERE, AND HOW IT OCCURRED, ACTIONS THAT WERE TAKEN IMMEDIATELY, WHO WAS NOTIFIED, THE ACTIONS THAT WERE TAKEN TO CORRECT THE PROBLEM, AND TO PREVENT FUTURE OCCURRENCES.

-TC-SA	1	2
-TC-EV		1
-TC-WS		1
*-CM-CN		
15. TOTAL ---->	0	1

\*LETTER OF TRANSMITTAL ONLY.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 18 of 19 Pages
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000114



CONTRACT DATA REQUIREMENT LIST  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0006	B. EXHIBIT B	C. CATEGORY: TDP ___ TM ___ OTHER ___
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D. SYSTEM/ITEM AEROSTAT ACTD	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. B020	2. TITLE OF DATA ITEM COST/SCHEDULE STATUS REPORT (C/SSR)	3. SUBTITLE
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4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-F-6010A	5. CONTRACT REFERENCE SOW PARA 2.6.2	6. REQUIRING OFFICE CSSD-TC-SA
--	---	-----------------------------------

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ MTHLY	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION	5. COPIES	
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE	Default	Final

**15. REMARKS**

ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER OPTION EXERCISED.

BLOCK 13: SUBSEQUENT SUBMISSIONS 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.

REPORT SHALL BE AT LEVEL 3 OF THE CWBS EXCEPT FOR PAYLOAD ELEMENTS (PTIR AND SR) WHICH SHALL BE REPORTED AT LEVEL 4.

LOWER LEVEL REPORTING MAY BE REQUIRED BASED UPON RISK AND WILL BE DETERMINED AT THE INTEGRATED BASELINE REVIEW (IBR).

TAILOR DID AS FOLLOWS: PARA 10.4, NARRATIVE EXPLANATIONS ARE NOT REQUIRED. THE CONTRACTOR SHALL PROVIDE A ONE PAGE WHITE PAPER IN CONTRACTOR FORMAT EXPLAINING VARIANCES UPON THE REQUEST OF THE GOVERNMENT PROJECT MANAGER.

\*LETTER OF TRANSMITTAL ONLY.

a. ADDRESSEE	5. COPIES	
	Default	Final
-TC-SA		5
-RM-M		1
*-CM-CN		
ONE DISK		
15. TOTAL	0	6

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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000146

<b>CONTRACT DATA REQUIREMENT LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188																																																																																																									
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LT		MTHLY	BLK 16		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width: 50%;"><b>a. ADDRESSEE</b></td> <td colspan="2" style="text-align: center;"><b>b. COPIES</b></td> </tr> <tr> <td style="text-align: center;">Draft</td> <td style="text-align: center;">Final</td> </tr> <tr> <td><b>8. APP CODE</b></td> <td><b>9. DIST STATEMENT</b></td> <td><b>11. AOD</b></td> <td colspan="2"><b>13. DATE OF SUBSEQ SUB</b></td> <td colspan="3"></td> </tr> <tr> <td>N/A</td> <td>REQUIRED</td> <td></td> <td colspan="2">BLK 16</td> <td colspan="3"></td> </tr> <tr> <td colspan="5" rowspan="15"> <b>16. REMARKS</b>                      FIRST REPORT DUE 20 DAYS AFTER FIRST FULL MONTH FOLLOWING EXERCISE OF OPTION AND ON THE 20TH OF EACH MONTH THEREAFTER. THE REPORT SHALL CONTAIN AS A MINIMUM A SECTION ON:                       1. MANPOWER REQUIREMENTS;                      2. MATERIALS, POL, HELIUM, ETC. CONSUMED DURING REPORTING PERIOD;                      3. SYSTEM MAINTENANCE PERFORMED;                      4. UNSCHEDULED DOWN TIME DUE TO SYSTEM PROBLEMS; CORRECTIVE ACTION TAKEN;                      5. RAM DATA ON MISSIONS SUPPORTED.                       *LETTER OF TRANSMITTAL ONLY.                 </td> <td colspan="3">-TC-SA</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> </tr> <tr> <td colspan="3">*-CM-CN</td> <td></td> <td></td> </tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr><td colspan="3"></td><td></td><td></td></tr> <tr> <td colspan="5"><b>15. TOTAL ----&gt;</b></td> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> </tr> </table>			<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		Draft	Final	<b>8. APP CODE</b>	<b>9. DIST STATEMENT</b>	<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b>					N/A	REQUIRED		BLK 16					<b>16. REMARKS</b> FIRST REPORT DUE 20 DAYS AFTER FIRST FULL MONTH FOLLOWING EXERCISE OF OPTION AND ON THE 20TH OF EACH MONTH THEREAFTER. THE REPORT SHALL CONTAIN AS A MINIMUM A SECTION ON:  1. MANPOWER REQUIREMENTS; 2. MATERIALS, POL, HELIUM, ETC. CONSUMED DURING REPORTING PERIOD; 3. SYSTEM MAINTENANCE PERFORMED; 4. UNSCHEDULED DOWN TIME DUE TO SYSTEM PROBLEMS; CORRECTIVE ACTION TAKEN; 5. RAM DATA ON MISSIONS SUPPORTED.  *LETTER OF TRANSMITTAL ONLY.					-TC-SA			1	2	*-CM-CN																																																																	<b>15. TOTAL ----&gt;</b>					0	1	2
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<b>17. PRICE GROUP</b>			<b>18. ESTIMATED TOTAL PRICE</b>			Page 1 of 2 Pages																																																																																																									

000117

**CONTRACT DATA REQUIREMENTS LIST** (1 Data Item) Form Approved  
OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0008	<b>B. EXHIBIT</b> C	<b>C. CATEGORY:</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> C002	<b>2. TITLE OF DATA ITEM</b> FUNDS AND MANHOUR EXPENDITURE REPORT (FMER)	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-FNCL-80331	<b>5. CONTRACT REFERENCE</b> SOW PARA 2.6.1, 8.0	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> MTHLY	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
					Draft Final Reg Repr

**15. REMARKS**

ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER EXERCISE OF OPTION.

ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.

THE FMER SHALL BE SUBMITTED FOR CLIN 0011 OF THE CONTRACT.

TAILOR DID: BLOCK 10, PREPARATION INSTRUCTIONS, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.

\*LETTER OF TRANSMITTAL ONLY.

<b>15. TOTAL</b>	5	1	
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<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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000118

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	AGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. A00001	3. EFFECTIVE DATE 98 MAR 10	4. REQUISITION/PURCHASE ORDER NO.	5. PROJECT	6. (If applicable)
8. ISSUED BY Logistics Agency Box 6364 Anaheim, CA 92816	CODE	7. ADMINISTERED BY (If other than item 8) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and the Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, CA 90245 Attn: [Redacted]	(X) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-0001 (b)(6)
	10B. DATED (SEE ITEM 13) 98 JAN 30
CODE ICEX7 FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:  
 (a) By completing Items 8 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)  
N/A

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Please see page 2 herein.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
15B. CONTRACTOR/OFFEROR [Signature of person authorized to sign] 2-01-152-8070	15C. DATE SIGNED 3/10/98 (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED

PREVIOUS EDITION UNUSABLE

PERFORM (DLA)

STANDARD FORM 38 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000119

The purpose of this modification is to revise Clause G-1, INVOICING AND VOUCHERING, paragraph (a) and to incorporate paragraph (h), as shown below:

G-1 INVOICING AND VOUCHERING:

- a. An original and three copies of the public voucher, together with any necessary supporting documentation, shall be submitted the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified herein. Upon approval of the voucher by DCAA, the contractor will forward the vouchers to the following address:

DFAS-Columbus Center  
P.O. Box 369025  
Columbus, OH 43236-9025

Attn: DFAS-CO-JV

- h. A copy of the public voucher, signed by DCAA will be submitted to the Administrative Contracting Officer at the following address:

Defense Logistics Agency  
P.O. Box 6364  
Anaheim, CA 92816-0364

000120



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00002	3. EFFECTIVE DATE 23-SEP-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ADMINISTERED BY (if other than item 8) CODE		7. ADMINISTERED BY (if other than item 8) CODE		
LICENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
H & R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245				
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001		
		10B. DATED (SEE ITEM 13) 30-JAN-1998		
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (if required)  
N/A

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contractor subject matter where feasible.)  
SEE PAGE #2 FOR DETAILS OF THIS MODIFICATION.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
CONTRACTOR/OFFEROR	[REDACTED] (b)(6)
15B. DATE SIGNED	16B. DATE SIGNED
[REDACTED]	9/23/99 (b)(6)

000121

1. A Change of Name Agreement was signed by Raytheon Company dba Raytheon Systems Company (formerly Hughes Aircraft Company) and DCMC Raytheon-Hughes LA (formerly DCMC Hughes LA) on 28 May 1998.
2. The amendment accomplished a change of corporate name only and all rights and obligations of the Government and the Contractor under the contracts are unaffected by the change.
3. As a result of the Change of Name Agreement, the address and cage code for the H&R JLENS contract should be changed as follows:

FROM: H & R COMPANY  
 A JOINT VENTURE OF  
 HUGHES AIRCRAFT COMPANY AND THE RAYTHEON CO.  
 2175 PARK PLACE  
 PO BOX 902  
 EL SEGUNDO, CA 90245  
 ATTN: [REDACTED] (b)(6)

TO: RAYTHEON COMPANY  
 dba RAYTHEON SYSTEMS COMPANY  
 180 HARTWELL RD  
 BEDFORD, MA 10730

Cage Code: 04164

4. The cognizant ACO is changed as follows:

FROM: [REDACTED]  
 Phone: [REDACTED] (b)(6)

TO: [REDACTED]  
 Phone: [REDACTED]

*S 2206A*  
*(b)(6) [Signature]*

5. The cognizant Contract Administrative Office (CAO) is changed as follows:

FROM: DEFENSE LOGISTICS AGENCY  
 P.O. BOX 6364  
 ANAHEIM, CA 92816

TO: DEFENSE LOGISTICS AGENCY  
 P.O. BOX 928  
 HANOVER, MD 21076

6. All other terms and conditions remain unchanged.

*No code*

*Contracting Office code*  
*4 digits*

*5460*

*Do DAAC*

*6 digits*

*w31RPP*

*S 2206A*

*000122*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A00003	3. EFFECTIVE DATE see block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
NSE LOGISTICS AGENCY PO BOX 688 TYNGSBORO, MA 01879				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  RAYTHEON SYSTEMS COMPANY 180 HARTWELL AVENUE BEDFORD, MA 01730			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			10B. DATED (SEE ITEM 13) 30-JAN-1998	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)  
N/A

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2 for details of this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
ACTOR/OFFEROR		BY	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
15C. DATE SIGNED	16B.	16C. DATE SIGNED	
		10 NOV 99	

000123

This modification is issued to change Modification A00002, paragraphs 4 and 5 as follows:

4. The cognizant ACO is changed as follows:

FROM: [REDACTED]  
Phone: [REDACTED]

TO: [REDACTED]  
Phone: [REDACTED]

(b)(6)  
(b)(6)

5. The cognizant Contract Administrative Office (CAO) is changed as follows:

FROM: DEFENSE LOGISTICS AGENCY  
P.O. BOX 928  
HANOVER, MD 21076

TO: DEFENSE LOGISTICS AGENCY  
P.O. BOX 688  
TYNGSBORO, MA 01879

6. All other terms and conditions remain unchanged.

000124

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO A00004	3. EFFECTIVE DATE see block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Defense Contract Management Agency Hudson NH		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Raytheon Systems Company 180 Hartwell Avenue Bedford MA 01730			(R) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			10B. DATED (SEE ITEM 13) 30 JAN 98	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

**NO CHANGE**

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

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

X 9. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:**

Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2 of 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	15B. U BY	DATE SIGNED 26 SEP 00 (b)(6)

000125

block 14, continued .....

- 1. Modification A00001 **dated 3 JAN 00** is hereby revoked in its entirety and replaced with terms and conditions as follow.

(Note: Modification A00001 **dated 10 MAR 98** is not revoked but the terms and conditions cited therein are superceded by the following.)

- 2. For purposes of Direct Billing, delete all payment procedure heretofore in effect under this contract and replace with the following.

The contractor will transmit invoices by mail directly to the Disbursing Officer addressed as follows.

DFAS - Columbus Center  
 DFAS-CO-JV  
 POB 369025  
 Columbus OH 43236-9025

Each and every submittal will include the following

- a. The invoice itself will be marked prominently

**DIRECT SUBMISSION AUTHORIZED**

- b. A copy of the DCAA memorandum authorizing Direct Billing will be attached.

- 3. A copy of each invoice will be forwarded simultaneously to the Administrative Contracting Officer (ACO).
- 4. To resolve payment problems or make enquiries, the contractor will contact the ACO only, never the Disbursing Officer.
- 5. The final invoice under this contract is not eligible for Direct Billing and will be sent directly to the ACO, not to the Disbursing Officer.
- 6. The Remittance Address (page 15 of 49, G-8) is changed as follows.

delete:           Raytheon Company  
                       POB 360  
                       50 Applehill Drive  
                       Tewksbury MA 01876-0360

substitute:       Raytheon Company  
                       POB 3434  
                       Boston MA 02241

000126

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A00001	3. EFFECTIVE DATE see block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
TO BY Defense Logistics Agency PO Box 688 Tyngsboro, MA 01879	CODE	7. ADMINISTERED BY (If other than item 5)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
Raytheon Company 180 Hartwell Road Bedford, MA 01730		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DSAG60-98-C-0001	
		10B. DATED (SEE ITEM 13) 30 JAN 98	
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

**12. Accounting and Appropriation Data (If required)**

Not applicable

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

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43, 109(b).

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

D. OTHER (Specify type of modification and authority)

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

1. Direct Billing Procedures.
2. Electronics Funds Transfer.

See page 2/2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		BY	
15C. DATE SIGNED		16C. DATE SIGNED	
		3 JAN 00 (b)(6)	

000127

Contract DSAG60-98-C-0001, Modification A00001

Page 2 of 2

block 14, continued.....

1. For the purposes of Direct Billing, delete all payment procedure heretofore in effect under this contract and replace with the following.

The contractor will transmit invoices by mail directly to the Disbursing Officer addressed as follows:

DFAS-Columbus Center  
DFAS-CO-JV  
PO BOX 369025  
Columbus, OH 43236-9025

Each and every submittal will include the following:

b. The invoice itself will be marked prominently

**DIRECT SUBMISSION AUTHORIZED**

b. Attach copy, DCAA memorandum authorizing direct billing.

A copy of each invoice will be forwarded simultaneously to the Administrative Contracting Officer (ACO).

To resolve payment problems or make inquiries, the contractor will Contact the ACO only, never the Disbursing Officer.

The final invoice is not eligible for direct billing and will be sent directly to the ACO, not to the Disbursing Officer.

2. For the purposes of Electronic Funds Transfer, reference Page 15 of 49, G-8 Remittance Address:

Delete:

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

Substitute:



b)(4)

000128



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Not a Contract Document

000129

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Not a Contract Document

000130

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Not a Contract Document

000131

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>A00005</b>		3. EFFECTIVE DATE <b>see block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(if applicable)</i>
1 BY <b>Defense Contract Management Agency Hudson NH</b>	CODE	7. ADMINISTERED BY <i>(if other than item 8)</i>		CODE

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  <b>Raytheon Company Integrated Defense Systems 180 Hartwell Avenue Bedford MA 01730</b>	10A. AMENDMENT OF SOLICITATION NO.
	9B. DATED <i>(SEE ITEM 11)</i>
	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>
	10B. DATED <i>(SEE ITEM 13)</i> <b>30 JAN 98</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data *(if required)*  
**not applicable**

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

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

<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in pricing, office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER <i>(Specify type of modification and authority)</i>

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  
For purposes of payments under this contract by means of Electronic Funds Transfer only, the following information is added to clause G-8 of the contract.



b)(4)

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

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	18A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR	18B. BY
18C. DATE SIGNED	18C. DATE SIGNED

*(Signature of person authorized to sign)*

(b)(6)  
  
(b)(6)

000132

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF \_\_\_\_\_  
 2. AMENDMENT/MODIFICATION NO. \_\_\_\_\_ 3. EFFECTIVE DATE See 16c 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_

ISSUED BY \_\_\_\_\_ CODE S2205A ADMINISTERED BY (If other than item 6) CODE \_\_\_\_\_  
 LICENSE CONTRACT MANAGEMENT AGENCY, RAYTHEON Various DCMA Offices

2 Wayside Avenue  
 Burlington, Ma 01803-0901

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 Raytheon Company  
 Various Locations

9B. DATED (SEE ITEM 11) \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO. \_\_\_\_\_  
 See Attachment No. 1

10B. DATED (SEE ITEM 13) \_\_\_\_\_  
 CODE See Attached FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)  
 No Change

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

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

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

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

D. OTHER (Specify type of modification and authority) \_\_\_\_\_

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 This modification incorporates the Elimination of the Paid Cost Rule which was authorized by FAC 97-16 into existing contracts awarded by DOD for all CAGE Codes listed in Attach. 1 at no change in contract price and in accordance with the terms and conditions included in the MOA, Attach. 2. Details for the consideration related to this change to existing DOD contracts and method of payment to the Government are set forth in the MOA.

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

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

15B. CONTRACTOR/OFFEROR \_\_\_\_\_ 15C. DATE SIGNED \_\_\_\_\_ 16B. U \_\_\_\_\_ 16C. DATE SIGNED 00 JUN 01

(Signature of person authorized to sign) \_\_\_\_\_ BY \_\_\_\_\_  
 N 7540-01-152-9070 Created using PerForm Pro software. STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000/33

(b)(4)

NOTE: ZERO(S) PRECEED  
724 THRU 6845

<u>CITY</u>	<u>STATE</u>	
SAINT PETERSBURG	FL	(b)(4)
MUKILTEO	WA	
FALLS CHURCH	VA	
BEDFORD	MA	
OXNARD	CA	
WALTHAM	MA	
GREENVILLE	TX	
BRISTOL	TN	
ANDOVER	MA	
FULLERTON	CA	
GOLETA	CA	
BALTIMORE	MD	
WATERLOO, ONTARIO	CANADA	
GOLETA	CA	
LEXINGTON	MA	
EL SEGUNDO	CA	(b)(4)
TUCSON	AZ	
SALT LAKE CITY	UT	
MELVILLE	NY	
MALIBU	CA	
HERNDON	VA	
MCKINNEY	TX	
CEDAR RAPIDS	IA	
RICHARDSON	TX	
MIDLAND, ONTARIO	CANADA	
IRVING	TX	
STAMFORD	CT	
FORT WAYNE	IN	
SAN ANTONIO	TX	
LEXINGTON	MA	(b)(4)
ARLINGTON	VA	
NEWPORT BEACH	CA	
DENVER	CO	
SALINA	KS	
NEWPORT BEACH	CA	
BROKEN ARROW	OK	
EL SEGUNDO	CA	
EGLIN AFB	FL	
NEW KENT	VA	
CHESAPEAKE	VA	
WICHITA	KS	
TORRENCE	CA	
CHATTANOOGA	TN	
SALT LAKE CITY	UT	
PHILADELPHIA	PA	
CHICAGO	IL	(b)(4)
HUNTINGTON	IN	

000134

BOSTON	MA	
QUINCY	MA	(b)(4)
PORTSMOUTH	RI	
MCKINNEY	TX	
DALLAS	TX	
STATE COLLEGE	PA	
MARLBOROUGH	MA	
BALTORE	MD	
RANCHO CUCAMONGA	CA	
HUNTSVILLE	AL	
ORLANDO	FL	(b)(4)
COLORADO SPRINGS	CO	
TUCSON	AZ	
JACKSONVILLE	FL	
BIRMINGHAM	AL	
MADISON	MS	
ENGLEWOOD	CO	
TEWKSBURY	MA	
TEWKSBURY	MA	(b)(4)
VIENNA	VA	
LEXINGTON	MA	
EL SEGUNDO	CA	
IRVING	TX	
LOUISVILLE	KY	
INDIANAPOLIS	IN	(b)(4)
FULLERTON	CA	
DALLAS	TX	
ANDOVER	KS	
DALLAS	TX	
PHILADELPHIA	PA	
VAN NUYS	CA	
ATLANTA	GA	
ROCKFORD	IL	
DALLAS	TX	
LONG BEACH	CA	
GREENVILLE	TX	(b)(4)
GARLAND	TX	
GARLAND	TX	
TEWKSBURY	MA	
WACO	TX	
LAS VEGAS	NV	
EL SEGUNDO	CA	
INDIANAPOLIS	IN	
COLORADO SPRINGS	CO	(b)(4)
HONLULU	HI	
SACREMENTO	CA	
TEWKSBURY	MA	
EGLIN AFB	FL	
DAYTON	OH	
CARSON	CA	
FORT WAYNE	IN	
CHAMBERSBURG	PA	(b)(4)

000135

SAN DIEGO	CA	
PALATINE	IL	
WACO	TX	
HUNTSVILLE	AL	
HUNTSVILLE	AL	
POINT MUGU	CA	
MOUNTAIN VIEW	CA	(b)(4)
DALLAS	TX	
ALBURQUERQUE	NM	
HUNTSVILLE	AL	
LEXINGTON	KY	
LEXINGTON	KY	
WHITE SANDS	NM	
NORFOLK	VA	
FAIRBOIRN	OH	(b)(4)
NEWPORT BEACH.	CA	
RESTON	VA	
NORFOLK	VA	
NASHUA	NH	
WASHINGTON	DC	
LONG BEACH	CA	
RESTON	VA	
LANHAM	MD	
MERCHANSTSVILLE	NJ	(b)(4)
TORRANCE,	CA	
RIDGECREST	CA	
CAMAS	WA	
TEWKSBURY	MA	
TEWKSBURY	MA	
TEWKSBURY	MA	
RESTON	VA	
TAMPA	FL	(b)(4)
BURLINGTON	MA	
RICHMOND	CA	
PORTSMOUTH	RI	
LARGO	MD	
EL PASO	TX	
INDIANAPOLIS	IN	
SPRINGFIELD	VA	
VIRGINIA BEACH	VA	
GOLETA	CA	(b)(4)
FORT BLISS	TX	
HERMISTON	OR	
PLANO	TX	
WICHITA	KS	
TEWKSBURY	MA	
ARLINGTON	VA	
DALLAS	TX	
DALLAS	TX	
VIRGINIA BEACH	VA	(b)(4)
SAN JOSE	CA	
NEW YORK	NY	

000136



ARLINGTON	TX	
SAN DIEGO	CA	
SAN DIEGO	CA	
AUSTIN	TX	(b)(4)
AUSTIN	TX	
MANCHESTER	NH	
TEWKSBURY	MA	
SHALIMAR	FL	
ARLINGTON	VA	
TUCSON	AZ	
LAGRANGE	GA	
WARNER ROBINS	GA	
SAN ANTONIO	TX	
BEDFORD	MA	(b)(4)
LONG BEACH	CA	
MELVILLE	NY	
EL DORADO	TX	
PINE BLUFF	AK	
SALT LAKE CITY	UT	
LEWISVILLE	TX	
GOLETA	CA	
BELLEVUE	WA	
LEWISVILLE	TX	(b)(4)
VIRGINIA BEACH	VA	
TUCSON	AZ	
EL SEGUNDO	CA	
INDIANAPOLIS	IN	
CLAIRE FIATO	NY	
FARMINGDALE	NY	
SAN ANTONIO	TX	(b)(4)
FULLERTON	CA	
EL SEGUNDO	CA	
BELLEVUE	NE	
KIRKWOOD	NY	
SAINT PETERSBURG	FL	
LARGO	FL	
VIENNA	VA	
DAYTON	OH	(b)(4)
BURLINGTON	MA	
KEYPORT	WA	
PRINCETON	NJ	
SAN ANTONIO	TX	
CLEAR	WI	
MADISON	MS	
MARYSVILLE	CA	
NEWPORT	RI	
PATRICK AFB	FL	
ORANGEBURG	SC	
MCKINNEY	TX	
MELVILLE	NY	
FULLERTON	CA	(b)(4)
BINGHAMPTON	NY	

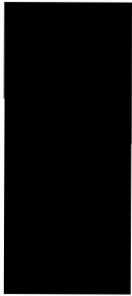
000137

ARLINGTON	VA	
ARLINGTON	VA	
OKLAHOMA CITY	OK	(b)(4)
BURLINGTON	MA	
FULLERTON	CA	
STATEN ISLAND	NY	
TEXARKANA	TX	
HUNTSVILLE	AL	
TEWKSBURY	MA	
POULSBO	WA	
DENVER	CO	
ANNAPOLIS JUNCTION	MD	
WALTHAM	MA	
SUDBURY	MA	(b)(4)
HUNTSVILLE	AL	
VIENNA	VA	
SALT LAKE CITY	UT	
STAMFORD	CT	
FAIRBORN	OH	
TEXARKANA	TX	
EL PASO	TX	
SAN DIEGO	CA	
EATONSTOWN	NJ	
SAN DIEGO	CA	
GREENBELT	MD	
DALLAS	TX	
ANCHORAGE	AK	(b)(4)
DAYTON	OH	
GARDENA	CA	
PASCAGOULA	MS	
BURLINGTON	MA	
BALTIMORE	MD	
EL SEGUNDO	CA	
SAN DIEGO	CA	
LEWISVILLE	TX	
ARLINGTON	VA	
DALLAS	TX	
DALLAS	TX	(b)(4)
SHERMAN	TX	
SHERMAN	TX	
EL SEGUNDO	CA	
EL SEGUNDO	CA	
SAN JOSE	CA	
ARLINGTON	TX	
NEWPORT BEACH	CA	
SUDBURY	MA	
HUNTSVILLE	AL	
LOS ANGELES	CA	
COLORADO SPRINGS	CO	
ARLINGTON	VA	
WHITE SANDS	NM	(b)(4)
ROME	NY	

000138

DALLAS	TX	
EL PASO	TX	
CHULA VISTA	CA	
GLEN BURNIE	MD	(b)(4)
BURLINGTON	MA	
EL PASO	TX	
TEWKSBURY	MA	
TEWKSBURY	MA	
SOUTH HOUSTON	TX	
AURORA	CO	
ANDOVER	MA	
FAIRBORN	OH	
GREAT NECK	NY	
GOLETTA	GA	
WALTHAM	MA	
COLORADO SPRINGS	CO	(b)(4)
EGLIN AFB	FL	
TEWKSBURY	MA	
ORLANDO	FL	
ORLANDO	FL	
FOREST	MS	
EL PASO	TX	
MANCHESTER	NH	
HUDSON	NH	
MARLBOROUGH	MA	(b)(4)
NORFOLK	VA	
NEW ORLEANS	LA	
BEDFORD	MA	
MANCHESTER	NH	
PHILADELPHIA	PA	
HAMPTON	VA	
FALLS CHURCH	VA	
WARNER ROBINS	GA	
GREENVILLE	TX	
TEWKSBURY	MA	(b)(4)
WICHITA	KS	
MARLBOROUGH	MA	
GOLETA	CA	
EL SEGUNDO	CA	
RIDGECREST	CA	
DANBURY	CT	
SUNNYVALE	CA	
MOORESTOWN	NJ	
LINTHICUM HEIGHTS	MD	
INDIANAPOLIS	IN	
DAHLGREN	VA	
NASHUA	NH	
ALBURQUERQUE	NM	
SAN DIEGO	CA	
LANHAM	MD	
NORFOLK	VA	
MARLBOROUGH	MA	(b)(4)

000139



PALATINE  
TEWKSBURY  
TEWKSBURY  
TEWKSBURY  
TEWKSBURY  
TEWKSBURY  
CANOGA PARK  
VIRGINIA BEACH  
TRAVIS AFB

IL  
MA  
MA  
MA  
MA  
CA  
VA  
CA

(b)(4)

(b)(4)

000140

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000/41

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**Not a Contract Document**

000142

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE S/V/R/U PAGE 1 OF PAGES 3

2 AMENDMENT/MODIFICATION NO P00001

3 EFFECTIVE DATE 98 FEB 19 W31RPD

4 REQUISITION/PURCHASE REQ. NO. Order No: ER7D730700-03 5. PROJECT NO (If applicable)

SUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816

[Redacted]

(b)(6)

SCD: A ADP: N/A PAS: NONE (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NO.

H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245

9B DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

[Redacted]

(b)(6)

X DASG60-98-C-0001

10B DATED (SEE ITEM 13) 98 JAN 30

CODE TCEX7

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. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12 ACCOUNTING AND APPROPRIATION DATA (If required) SEE BLOCK 14

INCREASE: \$1,175,003

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS," the government elects to allot an additional increment of funds to partially fund the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

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

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

CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. BY

16C. DATE SIGNED

(Signature of person authorized to sign)

[Redacted signature and name] (b)(6) 19 Feb 98

PREVIOUS EDITION UNUSABLE

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

000143

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

a. CLINs 0001 and 0002:

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 ER7D730800/7HHAER/H  
 BMDO ORDER NO/PRON: ER7D730800-01 FUNDED AMOUNT: \$842,017

b. CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 BMDO ORDER NO/PRON: ER7D730700-02 FUNDED AMOUNT: \$118,467  
 ER7D730700-03 FUNDED AMOUNT: \$214,519

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

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)		
(3) Total Amount Allotted and Obligated:	\$ 482,003	\$842,017	\$1,324,020
(4) Net Amount Required for Full Funding:	\$1,000,000	(\$842,017)	\$ 157,983
(5) Estimated Period of Performance the Allotted Amount Will Cover:	20 Mar 98	30 May 98	30 May 98

000144



G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:	[REDACTED]	b)(6)
ORGANIZATIONAL CODE:	[REDACTED]	
TELEPHONE NUMBERS:	[REDACTED]	b)(6)
COMMERCIAL:	[REDACTED]	
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	b)(6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730400 S01021 ER8D730400/8HHLE/H
BMDO ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)

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

CLIN 0003

ACRN:	AB
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
BMDO ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001)

ACRN:	AC
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHLE/H
BMDO ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

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

000145

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] b)(4)
- (3) Total Amount Allotted and Obligated: [REDACTED]
- (4) Net Amount Required for Full Funding: \$ 157,983
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 May 98

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 11,778,983
- (5) Net Amount Required for Full Funding: \$ 79,280,570
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jul 98

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000146

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,324,020 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 May 98. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$10,819,608 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Jul 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that the balance will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000147

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$11,445,997	\$332,986	\$11,778,983
(5) Net Amount Required for Full Funding:	\$79,613,556	(\$332,986)	\$79,280,570
(6) Estimated Period of Performance the Allotted Amount Will Cover:		31 Jul 98	

(b)(4)

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

DELETE

PAGE 13, BASIC CONTRACT  
PAGE 14, BASIC CONTRACT  
PAGE 21, BASIC CONTRACT

ADD

PAGE 13, MODIFICATION P00001  
PAGE 14, MODIFICATION P00001  
PAGE 21, MODIFICATION P00001

000148

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE SN/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO P00002	3. EFFECTIVE DATE 98 MAR 19	4. REQUISITION/PURCHASE REQ. NO Order No: ER8D730500-02	5. PROJECT NO. (If applicable)		
SUED BY [REDACTED]	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE	
.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816		SCD: A    ADP: N/A    PAS: NONE (X)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245 [REDACTED] TIN: 04-2977414			(X) 9A. AMENDMENT OF SOLICITATION NO.		
[REDACTED]			9B. DATED (SEE ITEM 11)		
[REDACTED]			10A. MODIFICATION OF CONTRACT/ORDER NO		
[REDACTED]			(X) DASG60-98-C-0001		
[REDACTED]			10B. DATED (SEE ITEM 13) 98 JAN 30		
CODE	1CEX7	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 extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14

INCREASE: \$7,668,829

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS," the government elects to allot an additional increment of funds to partially fund the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	19 Mar 98

PREVIOUS EDITION UNUSABLE

000149

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

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

a. CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021  
 ER8D730400/8HHJLE/H  
 BMDO ORDER NO/PRON: ER8D730400-02 FUNDED AMOUNT: \$157,983

b. CLINs 0003 and 0004:

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H  
 BMDO ORDER NO/PRON: ER8D730500-02 FUNDED AMOUNT: \$7,510,846

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

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)		
(3) Total Amount Allotted and Obligated:	\$1,324,020	\$157,983	\$1,482,003
(4) Net Amount Required for Full Funding:	\$ 157,983	(\$157,983)	\$ 0
(5) Estimated Period of Performance the Allotted Amount Will Cover:		29 Aug 00	

000150

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$11,778,983	\$7,510,846	\$19,289,829
(5) Net Amount Required for Full Funding:	\$79,280,570	(\$7,510,846)	\$71,769,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:		11 Sep 98	

(b)(4)

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

DELETE

PAGE 13, MODIFICATION P00001  
 PAGE 14, MODIFICATION P00001  
 PAGE 21, MODIFICATION P00001

ADD

PAGE 13, MODIFICATION P00002  
 PAGE 14, MODIFICATION P00002  
 PAGE 21, MODIFICATION P00002

000151

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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

(b) (6)  
(b) (6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLE/H  
BMDO ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002) |

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
BMDO ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
BMDO ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) |

000152



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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)
(3) Total Amount Allotted and Obligated:	\$ 1,482,003
(4) Net Amount Required for Full Funding:	\$ -0-
(5) Estimated Period of Performance the Allotted Amount Will Cover:	29 Aug 00

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b) (4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b) (4)
(4) Total Amount Allotted and Obligated:	\$ 19,289,829
(5) Net Amount Required for Full Funding:	\$ 71,769,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:	11 Sep 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000153

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,718,711 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 11 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000154

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE S/V/R/U PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. P00003

3. EFFECTIVE DATE 98 MAR 25

4. REQUISITION/PURCHASE REQ. NO. Order No: ER7D730700-04

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

W31RPD

7. ADMINISTERED BY (If other than Item 6)

CODE

S. Army Space and Missile Defense Command  
Contr & Acq Mgt Ofc, SMDC-CM-CN  
P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency  
P.O. Box 6364  
Anaheim, CA 92816

(b)(6)

SCD: A

ADP: N/A

PAS: NONE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

H&R Company  
A Joint Venture of Hughes Aircraft Company  
and The Raytheon Company  
2175 Park Place  
P.O. Box 902  
El Segundo, California 90245

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

(X) DASG60-98-C-0001

10B. DATED (SEE ITEM 13)  
98 JAN 30

TIN: 04-2977414

(b)(6)

CODE 1CEX7

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE BLOCK 14

INCREASE: \$180,000

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

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

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

CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

(b)(6)

(b)(6)

25 Mar 98

PREVIOUS EDITION UNUSABLE

000155

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

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

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 BMDO ORDER NO/PRON: ER7D730700-04 FUNDED AMOUNT: \$180,000

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

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,289,829	\$180,000	\$19,469,829
(5) Net Amount Required for Full Funding:	\$71,769,724	(\$180,000)	\$71,589,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

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

DELETE

PAGE 13, MODIFICATION P00002  
 PAGE 14, MODIFICATION P00002  
 PAGE 21, MODIFICATION P00002

ADD

PAGE 13, MODIFICATION P00003  
 PAGE 14, MODIFICATION P00003  
 PAGE 21, MODIFICATION P00003

000156

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b) (4)
- (3) Total Amount Allotted and Obligated: \$ 1,482,003
- (4) Net Amount Required for Full Funding: \$ -0-
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b) (4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b) (4)
- (4) Total Amount Allotted and Obligated: \$ 19,469,829
- (5) Net Amount Required for Full Funding: \$ 71,589,724
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 18 Sep 98

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$
- (4) Amount Separately Obligated for Payment of Award Fee: \$
- (5) Total Amount Allotted and Obligated: \$
- (6) Net Amount Required for Full Funding: \$
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000157

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,884,050 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000158

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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

(b) (6)  
(b) (6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLE/H  
BMDO ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
BMDO ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
BMDO ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SN/R/U	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. PC0004	3. EFFECTIVE DATE 98 MAR 31	4. REQUISITION/PURCHASE REQ. NO Order No: ER7D730700-04A	5. PROJECT NO (If applicable)	
ISSUED BY	CODE W31RPD	7. ADMINISTERED BY (If other than item 6)		CODE
U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMOC-CI -CN P.O. Box 1500, Huntsville, AL : 3807-3801		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816		
(b)(6) <b>BMD</b>		SCD: A	ADP: N/A	PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245		(X) 9A. AMENDMENT OF SOLICITATION NO.		
(b)(6)		9B. DATED (SEE ITEM 11)		
11N: 04-2977414		10A. MODIFICATION OF CONTRACT/ORDER NO.		
CODE 1CEX7	FACILITY CODE	(X) DASG60-98-C-0001 (b)(6)		
		10B. DATED (SEE ITEM 13) 98 JAN 30		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Modification P00003, G-8., CLINs 0003 and 0004, (3) Amount Separately Obligated for Payment of Target Fee, column for this modification is corrected to read \_\_\_\_\_ and TOTAL is corrected to read \_\_\_\_\_ as shown below: (b)(4)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6)	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	(b)(6) 10 Mar 98

PREVIOUS EDITION UNUSABLE

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

000/60



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

b. CLINs 0003 and 0004.

	<u>PRIOR</u>	<u>MODIFICATION P00002</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,289,829	\$180,000	\$19,469,829
(5) Net Amount Required for Full Funding:	\$71,769,724	(\$180,000)	\$71,589,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

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

DELETE

ADD

PAGE 14, MODIFICATION P00003  
PAGE 21, MODIFICATION P00003

PAGE 14, MODIFICATION P00004  
PAGE 21, MODIFICATION P00004

000/61

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b) (4)
- (3) Total Amount Allotted and Obligated: \$ 1,482,003
- (4) Net Amount Required for Full Funding: \$ -0-
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b) (4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b) (4)
- (4) Total Amount Allotted and Obligated: \$ 19,469,829
- (5) Net Amount Required for Full Funding: \$ 71,589,724
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 18 Sep 98

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000162

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,884,050 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000163

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE SV/R/U PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO. P00005 3. EFFECTIVE DATE 98 APR 13 4. REQUISITION/PURCHASE REQ. NO. Order No: ER7D730700-05 5. PROJECT NO. (If applicable)

6. ADMINISTERED BY (If other than Item 6) CODE

U.S. Army Space and Missile Defense Command  
 Contr & Acq Mgt Ofc, SMDC-CM-CN  
 P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency  
 P.O. Box 6364  
 Anaheim, CA 92816

(b)(6)

SCD: A ADP: N/A PAS: NONE (b)(6)

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 H&R Company  
 A Joint Venture of Hughes Aircraft Company  
 and The Raytheon Company  
 2175 Park Place  
 P.O. Box 902  
 El Segundo, California 90245  
 TIN: 04-2977474  
 CODE 1CEX7 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 X DASG60-98-C-0001 (b)(6)  
 10B. DATED (SEE ITEM 13)  
 98 JAN 30

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE BLOCK 14.

INCREASE: \$20,437

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF (AG) 1603(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)  
 UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 (b)(6) (b)  
 16B. DATE SIGNED  
 BY (Signature of Contracting Officer) 98

PREVIOUS EDITION UNUSABLE

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

000164

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

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-05 FUNDED AMOUNT: \$20,437

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

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,469,829	\$20,437	\$19,490,266
(5) Net Amount Required for Full Funding:	\$71,589,724	(\$20,437)	\$71,569,287
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

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

DELETE

PAGE 13, MODIFICATION P00003  
PAGE 14, MODIFICATION P00004  
PAGE 21, MODIFICATION P00004

ADD

PAGE 13, MODIFICATION P00005  
PAGE 14, MODIFICATION P00005  
PAGE 21, MODIFICATION P00005

000165

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)

000166

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b) (4)
- (3) Total Amount Allotted and Obligated: \$ 1,482,003
- (4) Net Amount Required for Full Funding: \$ -0-
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b) (4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b) (4)
- (4) Total Amount Allotted and Obligated: \$ 19,490,266
- (5) Net Amount Required for Full Funding: \$ 71,569,287
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 18 Sep 98

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000167

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,902,822 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000168



2. AMENDMENT/MODIFICATION NO.  
P00006

3. EFFECTIVE DATE  
98 MAY 8

4. REQUISITION/PURCHASE REQ. NO.  
ORDER NO.: ER80730500-03

5. PROJECT NO (If applicable)

ED BY

CODE W3TRPD

7. ADMINISTERED BY (If other than Item 6)

CODE

J.S. ARMY SPACE AND MISSILE DEFENSE COMMAND  
CONTR & ACQ MGT OFC, SMDC-CM-CN  
P.O. BOX 1500, HUNTSVILLE, AL 35807-3801

DEFENSE LOGISTICS AGENCY  
P.O. BOX 6364  
ANAHEIM, CA 92816

SCD: A

ADP: N/A

PAS: NONE

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A AMENDMENT OF SOLICITATION NO

H & R COMPANY  
A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY  
AND THE RAYTHEON COMPANY  
2175 PARK PLACE  
P.O. BOX 902  
EL SEGUNDO, CA 90245

9B DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO  
DASG60-98-C-0001

TIN: 04-2977414

10B. DATED (SEE ITEM 13)

98 JAN 30

CODE 1CEX7

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) INCREASE: \$1,407,652  
SEE BLOCK 14.

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

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

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

CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UN  
BY

16C. DATE SIGNED

(Signature of person authorized to sign)

8 May 98 (b)(6)

PREVIOUS EDITION UNUSABLE

000169

(6)

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

CLINs 0003 and 0004:

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P1724 19E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-03 FUNDED AMOUNT: \$1,407,652

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

b. CLINs 0003 and 0004

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:			(b)(4)
(4) Total Amount Allotted and Obligated:	\$19,490,266	\$1,407,652	\$20,897,918
(5) Net Amount Required for Full Funding:	\$71,569,287	(\$1,407,652)	\$70,161,635
(6) Estimated Period of Performance the Allotted Amount Will Cover:		28 Sep 98	

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

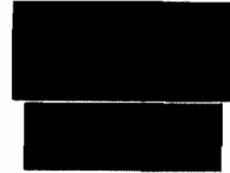
<u>DELETE</u>	<u>ADD</u>
PAGE 13, MODIFICATION P00005	PAGE 13, MODIFICATION P00006
PAGE 14, MODIFICATION P00005	PAGE 14, MODIFICATION P00006
PAGE 21, MODIFICATION P00005	PAGE 21, MODIFICATION P00006

000170

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA.

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)

000171

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b) (4)
- (3) Total Amount Allotted and Obligated: \$ 1,482,003
- (4) Net Amount Required for Full Funding: \$ -0-
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b) (4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b) (4)
- (4) Total Amount Allotted and Obligated: \$ 20,897,918
- (5) Net Amount Required for Full Funding: \$ 70,161,635
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 28 Sep 98

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000172

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$19,195,793 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 28 Sep 98. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] or CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

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

0001-73

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE S/V/R/U PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO P00007  
 3. EFFECTIVE DATE 98 MAY 21  
 4. REQUISITION/PURCHASE REQ. NO Order No: ER8D730500-04  
 5. PROJECT NO. (If applicable)  
 ISSUED BY CODE W31RPD 7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Army Space and Missile Defense Command  
 Contr & Acq Mgt Ofc, SMDC-CM-CN  
 P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency  
 P.O. Box 6364  
 Anaheim, CA 92816

(b) (6) SCD: A ADP: N/A PAS: NONE (b)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 H&R Company  
 A Joint Venture of Hughes Aircraft Company  
 and The Raytheon Company  
 2175 Park Place  
 P.O. Box 902  
 El Segundo, California 90245  
 ATTN: (b) (6)  
 TIN: 04-2977414 (b) (6)

(X) 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 X DASG60-98-C-0001 (b)  
 10B. DATED (SEE ITEM 13)  
 98 JAN 30

CODE ICEX7 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 SEE BLOCK 14. DECREASE: \$1,329,658

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw increment of funds from CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 (b) (6) (b)  
 16B. DATE SIGNED  
 BY (b) (6) (b)  
 21 May 98

PREVIOUS EDITION UNUSABLE

000174

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

CLINs 0003 and 0004:

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658)

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

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$20,897,918	(\$1,329,658)	\$19,568,260
(5) Net Amount Required for Full Funding:	\$70,161,635	\$1,329,658	\$71,491,293
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

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

<u>DELETE</u>	<u>ADD</u>
PAGE 13, MODIFICATION P00006	PAGE 13, MODIFICATION P00007
PAGE 14, MODIFICATION P00006	PAGE 14, MODIFICATION P00007
PAGE 21, MODIFICATION P00006	PAGE 21, MODIFICATION P00007

000175

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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

[REDACTED]

(b) (6)

[REDACTED]

(b) (6)

(b)(6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHLLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)

000176



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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)
(3) Total Amount Allotted and Obligated:	\$ 1,482,003
(4) Net Amount Required for Full Funding:	\$ -0-
(5) Estimated Period of Performance the Allotted Amount Will Cover:	29 Aug 00

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b) (4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b) (4)
(4) Total Amount Allotted and Obligated:	\$ 19,568,260
(5) Net Amount Required for Full Funding:	\$ 71,491,293
(6) Estimated Period of Performance the Allotted Amount Will Cover:	18 Sep 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000177

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,974,433 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S/V/R/U	PAGE 1 OF PAGES 3
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 98 JUN 11	4. REQUISITION/PURCHASE REQ NO Order No: ER7d730700-06	5. PROJECT NO. (If applicable)	
ED BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE
U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801 (b) (6)		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816 SCD: A ADP: N/A PAS: NONE (b)(6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245 ATTN: [REDACTED] TIN: 04-2977414 (b) (6)			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			X DASG60-98-C-0001 (b)(6)	
			10B DATED (SEE ITEM 13) 98 JAN 30	
CODE 1CEX7	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14.

DECREASE: \$1,672,771

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw an increment of funds from CLINs 0001/0002 (ACRN AD) and CLINs 0003 and 0004 (ACRN AC) of the contract and to add an increment of funds to CLINs 0003/0004 (ACRN AB); and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		[REDACTED] (b) (6) (b)(6)	
15C. DATE SIGNED	15B. BY	16C. DATE SIGNED	16B. BY
	(Signature of person authorized to sign)		[REDACTED] (b)(6)

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR 148 CFR 53.243 (b) (6)

000179

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

CLINs 0001 and 0002:

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

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$11,263 (P00008)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H  
 ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
 ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)

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

a. CLINs 0001 and 0002:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)		
(3) Total Amount Allotted and Obligated:	[REDACTED]		
(4) Net Amount Required for Full Funding:	\$ 0	\$842,017	\$ 842,017
(5) Estimated Period of Performance the Allotted Amount Will Cover:		24 Jul 98	

000180

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	\$ 0	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,568,260	(\$830,754)	\$18,737,506
(5) Net Amount Required for Full Funding:	\$71,491,293	\$830,754	\$72,322,047
(6) Estimated Period of Performance the Allotted Amount Will Cover:		21 Aug 98	

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

DELETE

PAGE 13, MODIFICATION P00007  
 PAGE 14, MODIFICATION P00007  
 PAGE 21, MODIFICATION P00007

ADD

PAGE 13, MODIFICATION P00008  
 PAGE 14, MODIFICATION P00008  
 PAGE 21, MODIFICATION P00008

000181

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:	[REDACTED]	(b) (6)
ORGANIZATIONAL CODE:	[REDACTED]	(b) (6)
TELEPHONE NUMBERS:	[REDACTED]	(b) (6)
COMMERCIAL:	[REDACTED]	(b) (6)
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	(b) (6)

(b) (6)  
(b) (6)  
(b) (6)  
(b) (6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730400 S01021 ER8D730400/8HHLLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

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

CLIN 0003

ACRN:	AB
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)

ACRN:	AC
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHJLE/H
ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC) ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)

000182

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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)
(3) Total Amount Allotted and Obligated:	\$ 639,986
(4) Net Amount Required for Full Funding:	\$ 842,017
(5) Estimated Period of Performance the Allotted Amount Will Cover:	24 Jul 98

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b) (4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b) (4)
(4) Total Amount Allotted and Obligated:	\$ 18,737,506
(5) Net Amount Required for Full Funding:	\$ 72,322,047
(6) Estimated Period of Performance the Allotted Amount Will Cover:	21 Aug 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000183

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$639,986 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 24 Jul 98. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,211,343 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 21 Aug 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000184



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/V/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO P00009	3. EFFECTIVE DATE 98 JUN 16	4. REQUISITION/PURCHASE REQ. NO Order No: ER7D730700-07	5. PROJECT NO. (If applicable)	
SUED BY U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE
[REDACTED] (b) (6)		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816	SCD: A	ADP: N/A PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245		9A. AMENDMENT OF SOLICITATION NO. (X)		
[REDACTED] (b) (6)		9B. DATED (SEE ITEM 11)		
TIN: 04-2977414		10A. MODIFICATION OF CONTRACT/ORDER NO. X DASG60-98-C-0001 (b)(6)		
CODE TCEX7	FACILITY CODE	10B. DATED (SEE ITEM 13) 98 JAN 30		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14. INCREASE: \$1,684,034

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to add an increment of funds to 0001/0002 (ACRN AA) and CLINs 0003 and 0004 (ACRN AB) of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)  CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b) (6)	16B. DATE SIGNED 16 JUN 98
(Signature of person authorized to sign)		BY [REDACTED]	

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

CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLLE/H  
 ORDER NO/PRON: ER8D730400-01 FUNDED AMOUNT: \$482,003 (BASIC)  
 ER8D730400-02 FUNDED AMOUNT: \$157,983 (P00002)  
 ER8D730400-03 FUNDED AMOUNT: \$842,017 (P00009)

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

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$ 11,263 (P00008)  
 ER7D730700-07 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H  
 ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
 ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)

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

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)		
(3) Total Amount Allotted and Obligated:	\$ 639,986	\$842,017	\$1,482,003

000186

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(4) Net Amount Required for Full Funding:	\$842,017	(\$842,017)	\$ 0
(5) Estimated Period of Performance the Allotted Amount Will Cover:		29 Aug 00	
b. CLINs 0003 and 0004:			
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	\$ 0	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$18,737,506	\$842,017	\$19,579,523
(5) Net Amount Required for Full Funding:	\$72,322,047	(\$842,017)	\$71,480,030
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

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

DELETE

PAGE 13, MODIFICATION P00008  
 PAGE 14, MODIFICATION P00008  
 PAGE 21, MODIFICATION P00008

ADD

PAGE 13, MODIFICATION P00009  
 PAGE 14, MODIFICATION P00009  
 PAGE 21, MODIFICATION P00009

000187

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:	[REDACTED]	(b) (6)	(b)
ORGANIZATIONAL CODE:	[REDACTED]	(b) (6)	(b)
TELEPHONE NUMBERS:	[REDACTED]		
COMMERCIAL:	[REDACTED]	(b) (6)	(b)
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]		(b)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730400 S01021 ER8D730400/8HHLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

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

CLIN 0003

ACRN:	AB
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009)

ACRN:	AC
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHLE/H
ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC) ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)

000188

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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)
(3) Total Amount Allotted and Obligated:	\$ 1,482,003
(4) Net Amount Required for Full Funding:	\$ 0
(5) Estimated Period of Performance the Allotted Amount Will Cover:	29 Aug 00

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b) (4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b) (4)
(4) Total Amount Allotted and Obligated:	\$ 19,579,523
(5) Net Amount Required for Full Funding:	\$ 71,480,030
(6) Estimated Period of Performance the Allotted Amount Will Cover:	18 Sep 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000189

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,984,779 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000190

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SV/RJU	PAGE 1 OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 98 JUN 18	4. REQUISITION/PURCHASE REQ. NO. ER8D730400-03A	5. PROJECT NO. (If applicable)
ED BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)	CODE
U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816	
(b) (6)		SCD: AI ADP: N/A PAS: NONE	(b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, CA 90245		(X) 9A. AMENDMENT OF SOLICITATION NO.	
ATTN: (b) (6) TIN: 04-2977414		9B. DATED (SEE ITEM 11)	
CODE 1CEX7 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001	(b)(6)
		X 10B. DATED (SEE ITEM 13) 98 JAN 30	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority): UNILATERAL: Contract Clause No. 83, FAR 52.242-15, "Stop-Work Order Alternate I"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
CONTRACTOR/OFFEROR		(b) (6)	18 June 98
(Signature of person authorized to sign)		BY	

PREVIOUS EDITION UNUSABLE

000191

STANDARD FORM 30 (REV. 10-67)  
Prescribed by GSA  
FAR (48 CFR) 53.243

(b) (6)

1. Due to uncertainties with the budget process, pursuant to the contract clause, "Stop-Work Order Alternate I," the government hereby issues a partial Stop Work Order as follows:

Stop all work under CLIN 0001 relating to the Surveillance Radar and stop all work under CLIN 0003 relating to the Master Integrated Program Schedule (MIPS).

2. This stop work order is effective for ninety (90) days unless sooner ended by action of the Contracting Officer in accordance with the Stop Work Order clause of the contract.

3. Request that the contractor acknowledge receipt of this notice by signing and returning it to the Contracting Officer.

Receipt Acknowledged:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

000192



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/V/R/U	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 98 JUN 18	4. REQUISITION/PURCHASE REQ. NO. ER8D730400-03A	5. PROJECT NO. (If applicable)	
6. ADMINISTERED BY U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6) Defense Logistics Agency P.O. Box 8384 Anaheim, CA 92816		CODE
(b) (6)		SCD: AI	ADP: N/A	PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, CA 90245		9A. AMENDMENT OF SOLICITATION NO. (X)		
ATTN: (b)(6) TIN: 04-2977414		9B. DATED (SEE ITEM 11)		
CODE 1CEX7		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG80-98-C-0001 (b)(6)		
FACILITY CODE		10B. DATED (SEE ITEM 13) 98 JAN 30		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

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

- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.100(a).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 83, FAR 52.242-15, "Stop-Work Order Alternate 1"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		(b) (6) (b)(6)	
15C. DATE SIGNED	15B. BY	16B. DATE SIGNED	16C. BY
		18 Jun 98	

PREVIOUS EDITION UNUSABLE

Standard Form 30 (REV. 1/75)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000193

(b) (6)

H&R COMPANY

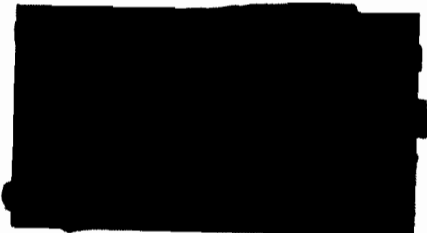
MODIFICATION P00010 TO  
CONTRACT DASG60-98-C-0001  
PAGE 2 OF 2 PAGES

1. Due to uncertainties with the budget process, pursuant to the contract clause, "Stop-Work Order Alternate I," the government hereby issues a partial Stop Work Order as follows:

Stop all work under CLIN 0001 relating to the Surveillance Radar and stop all work under CLIN 0003 relating to the Master Integrated Program Schedule (MIPS).

2. This stop work order is effective for ninety (90) days unless sooner ended by action of the Contracting Officer in accordance with the Stop Work Order clause of the contract.
3. Request that the contractor acknowledge receipt of this notice by signing and returning it to the Contracting Officer.

Receipt Acknowledged:



(b)(4)

6-22-98

Date

000194

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/N/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 98 JUN 24	4. REQUISITION/PURCHASE REQ. NO. Order No: ER8D730400-04	5. PROJECT NO. (If applicable)	
6. ORDERED BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE

U.S. Army Space and Missile Defense Command  
Contr & Acq Mgt Ofc. SMDC-CM-CN  
P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency  
P.O. Box 6364  
Anaheim, CA 92816

SCD: A ADP: N/A PAS: NONE (b)(6)

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245  ATTN: [REDACTED] TIN: 04-2977414		(X) 9A. AMENDMENT OF SOLICITATION NO.
CODE 1CEX7 FACILITY CODE		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO X DASG60-98-C-0001 (b)(6)
		10B DATED (SEE ITEM 13) 98 JAN 30

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14. DECREASE: \$500,000

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw an increment of funds from 0001/0002 (ACRN AA) of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)  CONTRACTOR/OFFEROR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	
15C. DATE SIGNED		16C. DATE SIGNED (b)(6) 24 Jun 98	
(Signature of person authorized to sign)		BY [REDACTED]	

PREVIOUS EDITION UNUSABLE

000195

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

CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLE/H  
 ORDER NO/PRON: ER8D730400-01 FUNDED AMOUNT: \$482,003 (BASIC)  
 ER8D730400-02 FUNDED AMOUNT: \$157,983 (P00002)  
 ER8D730400-03 FUNDED AMOUNT: \$842,017 (P00009)  
 ER8D730400-04 FUNDED AMOUNT: (\$500,000) (P00011)

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

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$ 11,263 (P00008)  
 ER7D730700-07 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHLE/H  
 ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
 ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)

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

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 1,482,003	(\$500,000)	\$ 982,003
(3) Total Amount Allotted and Obligated:	\$ 1,482,003	(\$500,000)	\$ 982,003

000196

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(4) Net Amount Required for Full Funding:	\$ 0	\$500,000	\$500,000
(5) Estimated Period of Performance the Allotted Amount Will Cover:		31 Jan 99	

The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, MODIFICATION P00009  
PAGE 14, MODIFICATION P00009  
PAGE 21, MODIFICATION P00009

ADD

PAGE 13, MODIFICATION P00011  
PAGE 14, MODIFICATION P00011  
PAGE 21, MODIFICATION P00011

000197

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME: [REDACTED] (b) (6) (b)  
 ORGANIZATIONAL CODE: [REDACTED] (b) (6) (b)  
 TELEPHONE NUMBERS: [REDACTED] (b) (6) (b)  
 COMMERCIAL: [REDACTED] (b) (6) (b)  
 DEFENSE SWITCHED NETWORK (DSN): [REDACTED] (b) (6) (b)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLE/H  
 ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
 ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
 ER8D730400-03 FUNDED AMT: \$842,017 (P00009)  
 ER8D730400-04 FUNDED AMT: (\$500,000) (P00011)

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

CLIN 0003

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
 ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
 ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
 ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
 ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
 ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
 ER7D730700-07 FUNDED AMT: \$842,017 (P00009)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
 ER8D730500/8HHLE/H  
 ORDER NO/PRON: ER8D730500-01 FUNDED AMT \$10,517,997 (BASIC)  
 ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
 ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
 ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
 ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)

000198

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b) (4)
- (3) Total Amount Allotted and Obligated: \$ 982,003
- (4) Net Amount Required for Full Funding: \$ 500,000
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jan 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b) (4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b) (4)
- (4) Total Amount Allotted and Obligated: \$ 19,579,523
- (5) Net Amount Required for Full Funding: \$ 71,480,030
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 18 Sep 98

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000199

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$982,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 31 Jan 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,984,779 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000200



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SN/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 98 JUL 14	4. REQUISITION/PURCHASE REQ. NO. ORDER NO.: ER8D730500-06	5. PROJECT NO. (If applicable)	
O BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE
J.S. ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816 - 0364		
(b) (6)		SCD: A	ADP: N/A	PAS: NONE (b)(6)
3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H & R COMPANY A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 2175 PARK PLACE P.O. BOX 902 EL SEGUNDO, CA 90245		(b) (6)		
ATTN: [REDACTED] TIN: 04-2977414		9A. AMENDMENT OF SOLICITATION NO. (X)		
CODE TCEX7		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG80-98-C-0001 (b)		
		10B. DATED (SEE ITEM 13) 98 JAN 30		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14.

DECREASE: \$1,200,000

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"
- E. IMPORTANT. Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw an increment of funds from CLINs 0003 and 0004 (ACRN AC) of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		[REDACTED] (b) (6) (b)	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		[REDACTED] 14 Jul 98 (b)	

PREVIOUS EDITION UNUSABLE

STANDARD FORM TO (REV 12-83)  
Prescribed by GSA  
FAR 48 CFR 53.243

000201

(b) (6)

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

CLINs 0001 and 0002:

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMOUNT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMOUNT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMOUNT: \$842,017 (P00009)

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

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)  
ER8D730500-06 FUNDED AMOUNT: (\$1,200,000) (P00012)

000202

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

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
CLINs 0003 and 0004:			
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	\$ 0	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,579,523	(\$1,200,000)	\$18,379,523
(5) Net Amount Required for Full Funding:	\$71,480,030	\$1,200,000	\$72,680,030
(6) Estimated Period of Performance the Allotted Amount Will Cover:		11 Sep 98	

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

<u>DELETE</u>	<u>ADD</u>
PAGE 13, MODIFICATION P00011	PAGE 13, MODIFICATION P00012
PAGE 14, MODIFICATION P00011	PAGE 14, MODIFICATION P00012
PAGE 21, MODIFICATION P00011	PAGE 21, MODIFICATION P00012

000203

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)

000204

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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b) (4)
- (3) Total Amount Allotted and Obligated: \$ 500,000
- (4) Net Amount Required for Full Funding: \$ 0
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jan 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b) (4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b) (4)
- (4) Total Amount Allotted and Obligated: \$ 18,379,523
- (5) Net Amount Required for Full Funding: \$ 72,680,030
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 11 Sep 98

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000205

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$982,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 31 Jan 99. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$16,882,517 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 11 Sep 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SV/RU	PAGE 1 OF PAGES 4
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 98 JUL 30	4. REQUISITION/PURCHASE REQ. NO ORDER NO.: ER80730500-07	5. PROJECT NO. (If applicable)
ISSUED BY	CODE W3TRPD	7. ADMINISTERED BY (If other than Item 5)	CODE
S ARMY SPACE AND MISSILE DEFENSE COMMAND CNTR & ACQ MGT OFC, SMDC-CM-CN O. BOX 1500, HUNTSVILLE, AL 35807-3801		DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92818	
[REDACTED]		SCD: A	ADP: N/A PAS: NONE (b)(6)
NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) & R COMPANY JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 175 PARK PLACE O. BOX 902 L SEGUNDO, CA 90245		(X) 9A. AMENDMENT OF SOLICITATION NO	
ATTN: [REDACTED] TEL: 04-2977414		9B. DATED (SEE ITEM 11)	
CODE 1CEX7		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001 (b)(6)	
FACILITY CODE		10B. DATED (SEE ITEM 13) 98 JAN 30	

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. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement FAR 43.103(a)(3)

D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) WHEREAS, based on lead time requirements, the contractor has requested authorization to perform effort required under CLIN 0005 under CLIN 0003 instead;

WHEREAS, the parties have agreed to adjustments to CLIN 0003 and CLIN 0005 by reason of the request; and

WHEREAS, the Contracting Officer has determined that approving the request is in the best interests of the government

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]	15B. DATE SIGNED 30 July 98	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	15B. DATE SIGNED 30 Jul 98
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PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 11/83)  
Prescribed by GSA  
FAR (48 CFR) 53.203

000207

(b)(6)

1. Standard Form 26, block 15G, Total Amount of Contract, is increased by \$4,916,270 from \$92,541,556 to \$97,457,826

2. SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS is modified as shown below:

a. Part B-1. LINE ITEM DESCRIPTION: is modified to change the AMOUNT for CLIN 0003 and CLIN 0005 as shown below:

(1) The AMOUNT for CLIN 0003 is increased by \$4,916,270 from \$91,059,553 to \$95,975,823.

(2) The AMOUNT for CLIN 0005 is decreased by \$4,916,270 from \$183,473,939 to \$178,557,669.

b. Part B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINS 0003 AND 0004: is modified as shown below:

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



(b)(4)

c. Part B-4. ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL CONTRACT AMOUNT FOR CLINS 0005 AND 0006: is modified to read as follows:

- a. Estimated cost:
- b. Base fee:
- c. Estimated cost plus base fee:
- d. Maximum award fee:
- e. Total estimated cost, base fee, and maximum award fee:



(b)(4)

d. Part B-7. INCENTIVE FEE FOR CLINS 0003 AND 0004: is modified to change the amounts as shown below:

- Target Cost:
- Target Fee:
  
- Incentive Arrangement: Maximum Fee -
- Threshold Minimum Fee -



(b)(4)

000208



FAR 52.216-10 INCENTIVE FEE:  
Paragraph (e)(1) is stated as follows:

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost until a threshold minimum fee amount of [REDACTED] is reached. In no event shall the fee be greater than [REDACTED]. For allowable costs which exceed the point at which a threshold minimum fee amount of [REDACTED] is reached. In no event shall the fee be greater than [REDACTED]. For allowable costs which exceed the point at which a threshold minimum fee of [REDACTED] is reached, the government's share will be [REDACTED] and the contractor's share will be [REDACTED] until the contractor's share equals [REDACTED] thereafter the government will reimburse the contractor [REDACTED] of the allowable cost, the contractor's share being [REDACTED] until the contractor's share of such allowable costs equals [REDACTED] of target cost at which point the share ration will be [REDACTED] government and [REDACTED] contractor until completion of this CLIN."

(b)(4)

e. Part B-8. AWARD FEE (APPLICABLE TO CLINS 0005 AND 0006), paragraph c., is modified to change the AWARD FEE AVAILABLE as shown below:

First  
Second  
Third

[REDACTED]

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA, Part G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: is modified to change subparagraphs as shown below:

a. CLINs 0001 and 0002: (correction from Modification P00012)

(3) Total Amount Allotted and Obligated: \$982,003  
(4) Net Amount Required for Full Funding: \$500,000

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): [REDACTED]  
(5) Net Amount Required for Full Funding: \$77,596,300

(b)(4)

c. CLINs 0005 and 0006:

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

(b)(4)

4. SECTION H - SPECIAL CONTRACT REQUIREMENTS, is modified as follows:

a. H-10. INCREMENTAL FUNDING IN THE CONTRACT: is modified to the amounts for CLIN 0003 and CLIN 0005 as shown on the slip sheet page.

b. H-16. PROCUREMENT PRIOR TO CDR is added to the contract to read as follows:

000209

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

- a. [REDACTED] (b)(3)(A)(i)&Title 10
- b. [REDACTED] Sec 130 (a)(b)
- c. Weather Instruments

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

DELETE

PAGE 1, BASIC CONTRACT  
PAGE 2, BASIC CONTRACT  
PAGE 3, BASIC CONTRACT  
PAGE 4, BASIC CONTRACT  
PAGE 5, BASIC CONTRACT  
PAGE 6, BASIC CONTRACT  
PAGE 14, MODIFICATION P00012  
PAGE 22, BASIC CONTRACT  
PAGE 24, BASIC CONTRACT

ADD

PAGE 1, MODIFICATION P00013  
PAGE 2, MODIFICATION P00013  
PAGE 3, MODIFICATION P00013  
PAGE 4, MODIFICATION P00013  
PAGE 5, MODIFICATION P00013  
PAGE 6, MODIFICATION P00013  
PAGE 14, MODIFICATION P00013  
PAGE 22, MODIFICATION P00013  
PAGE 24, MODIFICATION P00013

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DX-A2	PAGE OF 1	PAGES 3
2. CONTRACT (Proc. Inst. Ident.) NO. DASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE REQUISITION SUBJECT NO. ORDER NO.: ER8D730500-01		

ISSUED BY ARMY SPACE AND MISSILE DEFENSE COMMAND NTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801	CODE W31RPD 6. ADMINISTERED BY (If other than item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816
SCD: A      ADP: NA      PAS: NONE (b)(4)	

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, country, State and ZIP Code)  H & R COMPANY A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 2175 PARK PLACE PO BOX 902 EL SEGUNDO CA 90245 ATTN: (b)(4)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CODE 1CEX7      FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT  NET
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G, Para. G-1

11. SHIP TO/MARK FOR CODE SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423	12. PAYMENT WILL BE MADE BY CODE DFAS Columbus Center mailing procedures provided under separate cover
---	---

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(a) ( 8) <input type="checkbox"/> 41 USC 253(e) ( 1)	14. ACCOUNTING AND APPROPRIATION DATA See Section G-5
--	--

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					1,974,578.26

( ) SEC.	DESCRIPTION	PAGE(S)	( ) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORM	1	✓ I	CONTRACT CLAUSES	25-4
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
✓ C	DESCRIPTION/SPEC./WORK STATEMENT		✓ J	LIST OF ATTACHMENTS	47-48
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
✓ E	INSPECTION AND ACCEPTANCE	9	✓ K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERS	
✓ F	DELIVERIES OR PERFORMANCE	10-11	✓ L	INSTR., CONDS., AND NOTICES TO OFFERS	
✓ G	CONTRACT ADMINISTRATION DATA	12-15	✓ M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	16-24			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. Attachments are listed herein.	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)  See Page 1A NAME OF CONTRACTOR		19C. DATE SIGNED		20A. NAME OF CONTRACTING OFFICER  See Page 1A		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
(Signature of person authorized to sign)						20C. DATE SIGNED	

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0001	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1A in said Scope of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	[REDACTED] (b)(4)
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1B in said Scope of Work.	1	Task	[REDACTED] (b)(4)
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, except A004, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000212

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
-------------	-----------------------------	-----------------	-------------	---------------

OPTION I (SEGMENT 2)

0005	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S2 in said Scope of Work.	1	Task	[REDACTED] 1 (b)(4)
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B019, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION II (SEGMENT 3)

0007	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S3 in said Scope of Work.	1	Task	[REDACTED] (b)(4)
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit C, consisting of Exhibit Line Item Nos. C001 through C002, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

TOTAL

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

- a. The estimated cost of the CLIN, is [REDACTED]
- b. The total CLIN amount is \$1,482,003

(b)(4)

000213

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

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]

B-4. ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL CONTRACT AMOUNT FOR CLINs 0005/0006:

- a. Estimated cost: [REDACTED]
- b. Base fee: [REDACTED] (b)(4)
- c. Estimated cost plus base fee: [REDACTED]
- d. Maximum award fee: [REDACTED]
- e. Total estimated cost, base fee, and maximum award fee: [REDACTED]

B-5. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0007/0008:

- a. The estimated cost, exclusive of fixed fee of the contract, is [REDACTED] (b)(4)
- b. The fixed fee of the contract is [REDACTED]
- c. The total contract amount is \$16,171,655.

B-6. COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

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

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

\*Not Separately Priced

000214

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

(b)(4)  
[redacted] (government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals [redacted]. Notwithstanding any other provision of the contract, the Government will reimburse the contractor [redacted] of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals [redacted], at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ratio of [redacted] (government/contractor) until completion or until the contractor's share equals [redacted], whichever ever occurs first. All costs in excess of the amount when the contractor's share equals [redacted] will be [redacted] government [redacted] contractor.

**B-7. INCENTIVE FEE FOR CLINs 0003/0004:**

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

Target Cost	[redacted]
Target Fee	[redacted]
Incentive Arrangement:	Maximum Fee - [redacted] Threshold Minimum Fee - [redacted]

(b)(4)

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

**FAR 52.216-10 INCENTIVE FEE**

Paragraph (e)(1) is stated as follows:  
"(c) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost until a threshold minimum fee amount of [redacted] is reached. In no event shall the fee be greater than [redacted]. For allowable costs which exceed the point at which a threshold minimum fee of [redacted] reached, the government's share will be [redacted] and the contractor's share will be [redacted] until the contractor's share equals [redacted] thereafter the government will reimburse the contractor [redacted] of the allowable cost, the contractor's share being [redacted] until the contractor's share of such allowable costs equals [redacted] of target cost at which point the share ratio will be [redacted] government and [redacted] contractor until completion of this CLIN.

(b)(4)

**B-8. AWARD FEE (APPLICABLE TO CLINs 0005/0006):**

a. The contractor's performance hereunder shall be evaluated in accordance with this provision and H-6 "AWARD FEE EVALUATION". Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately sixty (60) days following completion of each award fee period.

000215

b. Fee determinations by the Award Fee Determining Official shall not be subject to the clause of this contract titled "Disputes" and shall be final.

c. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract:

<u>AWARD FEE PERIOD</u>	<u>AWARD FEE AVAILABLE</u>	<u>AWARD FEE EARNED</u>	<u>AWARD FEE NOT EARNED REMOVED FROM CONTRACT</u>
First	[REDACTED]	\$ _____	\$ _____
Second		\$ _____	\$ _____
Third		\$ _____	\$ _____

(1,)(4)

d. Following the award fee determination for the period, the Government will modify the contract to definitize the award fee earned by the contractor. The contractor may, in turn, voucher for the earned award fee.

**B-9. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:**

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

b. CLIN 0001 will be considered complete based upon the completion of CCDD and SOW requirements.

c. CLIN 0003 will be considered complete based upon the completion of CCDD and SOW requirements.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of establishment of functional system integration laboratory, PTIR/SR fabrication complete and tested on ground, successful JLENS Demonstration, Early User Test (EUT) and SOW requirements.

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

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

000216



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

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: (b) (4)
- (3) Total Amount Allotted and Obligated: \$ 982,003
- (4) Net Amount Required for Full Funding: \$ 500,000
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jan 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 95,975,823
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: (b) (4)
- (3) Amount Separately Obligated for Payment of Target Fee: (b) (4)
- (4) Total Amount Allotted and Obligated: \$ 18,379,523
- (5) Net Amount Required for Full Funding: \$ 77,596,300
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 11 Sep 98

c. CLINs 0005 and 0006:

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

000217

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>	
CLIN 0003	FY98 - Second Quarter	\$ 798,740	\$ 798,740	
	FY98 - Third Quarter	\$ 6,190,873	\$ 6,989,613	
	FY98 - Fourth Quarter	\$11,389,910	\$ 18,379,523	
	FY99 - First Quarter	\$24,383,121	\$ 42,762,644	
	FY99 - Second Quarter	\$21,352,543	\$ 64,115,187	
	FY99 - Third Quarter	\$20,242,025	\$ 84,357,212	
	FY99 - Fourth Quarter	\$11,618,611	\$ 95,975,823	
	CLIN 0005 (OPTION I)	FY99 - Fourth Quarter	\$ 1,301,395	\$ 1,301,395
FY00 - First Quarter		\$12,495,050	\$ 13,796,445	
FY00 - Second Quarter		\$18,126,572	\$ 31,923,017	
FY00 - Third Quarter		\$28,327,704	\$ 60,250,721	
FY00 - Fourth Quarter		\$25,676,255	\$ 85,926,976	
FY01 - First Quarter		\$23,976,708	\$109,903,684	
FY01 - Second Quarter		\$20,047,262	\$129,950,946	
FY01 - Third Quarter		\$15,622,515	\$145,573,461	
FY01 - Fourth Quarter		\$14,211,480	\$159,784,941	
FY02 - First Quarter		\$ 7,610,339	\$167,395,280	
FY02 - Second Quarter		\$11,162,389	\$178,557,669	
CLIN 0007 (OPTION II)		TBD	TBD	TBD

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

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

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

000218

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
	

(b)(6)

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/V/R/U	PAGE 1 OF PAGES 2
2. AMENDMENT/MODIFICATION NO P00014	3. EFFECTIVE DATE 98 AUG 21	4. REQUISITION/PURCHASE REQ. NO. ORDER NO.: ER7D730700-08	5. PROJECT NO. (if applicable)
6. ISSUED BY	CODE W3TRPD	7. ADMINISTERED BY (if other than Item 6)	CODE
U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816-0364	
[REDACTED]		SCD: A	ADP: N/A PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H & R COMPANY A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 2175 PARK PLACE P.O. BOX 902 EL SEGUNDO, CA 90245  ATTN: [REDACTED] (b)(6) TIN: 04-2977414		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001  10B. DATED (SEE ITEM 13) 98 JAN 30	
CODE TCX7	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
SEE BLOCK 14.

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

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.100a.

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

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.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY [REDACTED] 21 Aug 98 (b)(6)

PREVIOUS EDITION UNUSABLE

000220

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

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-08 FUNDED AMOUNT: (\$19,764) (P00014)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
BMDO ORDER NO: ER8D730500-08 FUNDED AMOUNT: \$19,764 (P00014)

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

DELETE

PAGE 13, MODIFICATION P00012

ADD

PAGE 13, MODIFICATION P00014  
PAGE 13A, MODIFICATION P00014

000221

G-3 CONTRACTING ACTIVITY REPRESENTATIVE

Contract Matters

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



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) |

000222

H&R COMPANY

MODIFICATION P00014 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
ADDED: MOD P00014

ACRN:	AC
ACCT CLASS	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHJLE/H
ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC) ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)

000223

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

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

2. AMENDMENT/MODIFICATION NO. **P00015** 3. EFFECTIVE DATE **98 SEP 9** 4. REQUISITION/PURCHASE REQ. NO. **ER8D730500-10** 5. PROJECT NO. (If applicable)

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

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

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

CODE **LCX7** FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**SEE SCHEDULE** Decrease: **\$30,000**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 X D. OTHER (Specify type of modification and authority)  
**UNILATERAL: Contract Clause No. 71, "Limitation of Funds"**  
 E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0003 and 0004 (ACRN AC) of the contract, and**  
**NOW, THEREFORE, the contract is modified as follows:**

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16. [Redacted]  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. [Redacted] 16C. DATE SIGNED **9 Sep 98**  
 (Signature of person authorized to sign) Signature of Contracting Officer

APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000224

(b)(1) (6)  
 (b)(6)



**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00015PAGE  
2 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLLE/H

ORDER NO/PRON:	ER8D730400-01	FUNDED AMOUNT:	\$482,003 (BASIC)
	ER8D730400-02	FUNDED AMOUNT:	\$157,983 (P00002)
	ER8D730400-03	FUNDED AMOUNT:	\$842,017 (P00009)

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 ER7D730800/7HHAER/H

ORDER NO/PRON:	ER7D730800-02	FUNDED AMOUNT:	(\$842,017) (P00008)
----------------	---------------	----------------	----------------------

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H

ORDER NO/PRON:	ER7D730700-06	FUNDED AMOUNT:	\$ 11,263 (P00008)
	ER7D730700-07	FUNDED AMOUNT:	\$842,017 (P00009)
	ER7D730700-08	FUNDED AMOUNT:	(\$ 19,764)(P00014)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H

ORDER NO/PRON:	ER8D730500-04	FUNDED AMOUNT:	(\$1,329,658) (P00007)
	ER8D730500-05	FUNDED AMOUNT:	(\$ 842,017) (P00008)
	ER8D730500-06	FUNDED AMOUNT:	(\$1,200,000) (P00012)
	ER8D730500-08	FUNDED AMOUNT:	\$ 19,764 (P00014)
	ER8D730500-10	FUNDED AMOUNT:	(\$ 30,000) (P00015)

000225

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00015PAGE  
3 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
CLINs 0003 and 0004:			
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	\$ 0	\$95,975,823
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated:	\$18,379,523	(\$30,000)	\$18,349,523
(5) Net Amount Required for Full Funding:	\$77,596,300	\$30,000	\$77,626,300
(6) Estimated Period of Performance the Allotted Amount Will Cover:		30 Sep 98	

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

DELETEPAGE 13A, MODIFICATION P00014  
PAGE 14, MODIFICATION P00013  
PAGE 21, MODIFICATION P00012ADDPAGE 13A, MODIFICATION P00015  
PAGE 14, MODIFICATION P00015  
PAGE 21, MODIFICATION P00015

000226

H&R COMPANY

MODIFICATION P00015 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00014

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) }

000227

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

- |   |               |
|---|---------------|
| a. CLINs 0001 and 0002:   |               |
| (1) Amount Required for Full Funding:                                 | \$ 1,482,003  |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:        | (b) (4)       |
| (3) Total Amount Allotted and Obligated:                              | \$ 500,000    |
| (4) Net Amount Required for Full Funding:                             | \$ 0          |
| (5) Estimated Period of Performance the Allotted Amount Will Cover:   | 31 Jan 99     |
| b. CLINs 0003 and 0004:   |               |
| (1) Amount Required for Full Funding, Including Fee(s):               | \$ 95,975,823 |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: | (b) (4)       |
| (3) Amount Separately Obligated for Payment of Target Fee:            | (b) (4)       |
| (4) Total Amount Allotted and Obligated:                              | \$ 18,349,523 |
| (5) Net Amount Required for Full Funding:                             | \$ 77,626,300 |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 30 Sep 98     |
| c. CLINs 0005 and 0006:   |               |
| (1) Amount Required for Full Funding, Including Fee(s):               | \$178,557,669 |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:        | \$ <u>TBD</u> |
| (3) Amount Separately Obligated for Payment of Base Fee:              | \$ _____      |
| (4) Amount Separately Obligated for Payment of Award Fee:             | \$ _____      |
| (5) Total Amount Allotted and Obligated:                              | \$ _____      |
| (6) Net Amount Required for Full Funding:                             | \$ _____      |
| (7) Estimated Period of Performance the Allotted Amount Will Cover:   |               |

000223

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

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

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

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of \$982,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 31 Jan 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$16,854,984 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

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

000229

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

AMENDMENT/MODIFICATION NO. 11-016	3. EFFECTIVE DATE 98 SEP 28	4. REQUISITION/PURCHASE REQ. NO. ERRD730500-10A	5. PROJECT NO. (If applicable)
ISSUED BY SA SPACE AND MISSILE DEFENSE COMMAND MOC-CM-CN O BOX 1500 MONTGOMERY, AL 35807-1401	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 0384 ANAHEIM, CA 92818	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DABG00-88-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

X C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 52.242-15, "Stop Work Order Alternate I"

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Page Code: 1CEX7  
 TIN: 04-2977414

Pursuant to the contract clause, "Stop Work Order Alternate I," the government hereby extends the partial Stop Work Order issued by Modification P00010 for thirty (30) days for all work under CLIN 0003 relating to the Master Integrated Program Schedule (MIPS).

Contractor hereby certifies that all terms and conditions of the document referenced in Item 2A or 10A, as hereinafter changed, remains unamended and in full force and effect.

DATE SIGNED 9/23/98	BY [Signature]	DATE SIGNED 28 Sep 98 (b)(6)
------------------------	-------------------	---------------------------------

30-105-04  
 PREPARED BY OIRM 11-84  
 PREPARED BY GSA  
 FAR (48 CFR) 53.243

000230

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE 1 OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 98 SEP 23	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN PO BOX 1500, HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6) DEFENSE LOGISTICS AGENCY PO BOX 6364 ANAHEIM, CA 92816		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245			(X) 9A. AMENDMENT OF SOLICITATION NO.	(b)
CODE			98. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 98 JAN 30	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SCHEDULE

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)  
UNILATERAL: FAR 52.242-15, "STOP-WORK ORDER ALTERNATE I"
- E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
CAGE CODE: 1CEX7  
TIN: 04-2977414  
SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		(b)(6)	
15C. DATE SIGNED	16B. BY	16C. DATE SIGNED	(b)(6)
(Signature of person authorized to sign)		23 Sep 98	(b)

PREVIOUS EDITION UNUSABLE

000231

**H&R COMPANY**

**MODIFICATION P00017 TO  
CONTRACT DASG60-98-C-0001  
PAGE 2 OF 2 PAGES**

1. Due to uncertainties with the budget process, pursuant to the contract clause, "Stop-Work Order Alternate I," the government hereby issues a partial Stop Work Order as follows:

Stop all work under CLINs 0001 and 0003 except for (a) activities relating to Roving Sands '99; (b) activities relating to contract restructure including the IPT process of planning for changes to the contract based on a level of funding in accordance with the current budget (activities relating to contract restructure could also include purchase of LLI required to satisfy CFE/CFP windows); and (c) to complete SFR by 30 Sep 98. Submit a weekly report on number of personnel assigned to the program and dollars expended.

2. This stop work order is effective for ninety (90) days unless sooner ended by action of the Contracting Officer in accordance with the Stop Work Order clause of the contract.

3. The Limitation of Funds Clause, FAR 52.232-22, shall apply.

4. Request the contractor acknowledge receipt of this notice by signing and returning it to the Contracting Officer.

**Receipt Acknowledge:**

[Redacted signature area]

(b)(6)  
(b)(6)

**NAME AND TITLE**

9/23/98

**DATE**

000232



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

V 1 2

2. AMENDMENT/MODIFICATION NO. PC0018	3. EFFECTIVE DATE 98 SEP 29	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND 10C-CM-CN BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPO	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P O. BOX 8384 ANAHEIM, CA 92816	

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

15. IMPONANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Code: 1CEX7  
 T N: 04-2977414  
 Order No.: ER7D730700-09  
 SEE PAGES:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. BY _____ UNITED STATES OF AMERICA
	16C. DATE SIGNED 29 Sep 98

EXCEPTION TO SF 30  
 PROVIDED BY OIRM 11-84

30-105-04

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

000233

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 \$01021 ER7D730700/7HHAER/H  
ORDER NO: ER7D730700-09  
FUNDED AMT: \$3,296

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding, Including Fee(s).	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated	[REDACTED]		
(4) Amount Separately Obligated and Obligated:	\$12,349,823	\$3,296	\$12,353,119
(5) Net Amount Required for Full Funding:	\$77,626,300	(\$3,296)	\$77,623,004
(6) Estimated Period of Performance the Allotted Amount will cover:			30 Sep 98

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

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

DELETE	ADD
Page 13, Modification P00014	Page 13, Modification P00018
Page 14, Modification P00015	Page 14, Modification P00018

000234

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



(b)(6)  
(b)(7)(C)

(b)(6)  
(b)(7)(C)

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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS. 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

ACRN: AD  
ACCT CLASS. 2182040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)  
ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

CLIN 0003

ACRN: AB  
ACCT CLASS. 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)  
ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000235

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

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b) (4)
(3) Total Amount Allotted and Obligated:	\$ 982,003
(4) Net Amount Required for Full Funding:	\$ 500,000
(5) Estimated Period of Performance the Allotted Amount Will Cover:	31 Jan 99

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b) (4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b) (4)
(4) Total Amount Allotted and Obligated:	\$ 18,352,819
(5) Net Amount Required for Full Funding:	\$ 77,623,004
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 98

c. CLINs 0005 and 0006:

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

000236

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

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

2. AMENDMENT/MODIFICATION NO.: **P00019**      3. EFFECTIVE DATE: **98 OCT 7**      4. REQUISITION/PURCHASE REQ. NO.:      5. PROJECT NO. (If applicable):

ISSUED BY: **A SPACE AND MISSILE DEFENSE COMMAND**      CODE: **W31RPD**      7. ADMINISTERED BY (If other than item 6): **DEFENSE LOGISTICS AGENCY**      CODE:   
**DC-CM-CN**      **P. O. BOX 6384**   
**PO BOX 1500**      **HUNTSVILLE, AL 35807-3801**      **ANAHEIM, CA 92816**

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

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**Cage Code: 1CEX7**  
**TIN: 04-2977414**  
**Order No.: ER8D730400-05**  
**SEE PAGE 2**

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

15A. NAME AND TITLE OF SIGNER (Type or print): **[REDACTED]**      16. **[REDACTED]**      (b)(6)   
15B. CONTRACTOR/OFFEROR: **[REDACTED]**      15C. DATE SIGNED: **[REDACTED]**      16. **[REDACTED]**      (b)(6)   
(Signature of person authorized to sign): **[REDACTED]**      **7 Oct 98**

**000237**

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0001 and 0002:

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H  
ORDER NO/PRON: ER8D730400-05 FUNDED AMOUNT: (\$525,000) (MODIFICATION P00019)

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

- a. CLINs 0001 and 0002:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 982,003	(\$525,000)	\$ 457,003
(4) Net Amount required for Full Funding:	\$ 500,000	\$525,000	\$1,025,000
(5) Estimated Period of Performance the Allotted Amount will Cover:		23 Sep 98	

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

DELETE  
Page 13, Modification P00018  
Page 14, Modification P00018  
Page 21, Modification P00015

ADD  
Page 13, Modification P00019  
Page 14, Modification P00019  
Page 21, Modification P00019

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

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



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

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

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

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

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)  
ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000239

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

a. CLINs 0001 and 0002:

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

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	(b) (4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b) (4)
(4) Total Amount Allotted and Obligated:	\$ 18,352,819
(5) Net Amount Required for Full Funding:	\$ 77,623,004
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 98

c. CLINs 0005 and 0006:

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

000240



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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$16,854,954 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000241

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. PC0020		3. EFFECTIVE DATE 98 OCT 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
ISSUED BY 3A SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P O BOX 6364 ANAHEIM, CA 92816		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>SEE SCHEDULE</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral: Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER8D730500-11 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	16C. DATE SIGNED	16. SIGNATURE OF CONTRACTING OFFICER
(Signature of person authorized to sign)			30-105-04	16 OCT 98	[Signature]

000242

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H  
ORDER NO.: ER8D730500-11  
FUNDED AMT: \$525,000

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated	\$18,352,819	\$525,000	\$18,877,819
(5) Net Amount Required for Full Funding	\$77,623,004	(\$525,000)	\$77,098,004
(6) Estimated Period of Performance the Allotted Amount will cover:		25 Oct 98	

000243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00020	PAGE 3      OF      3
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NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

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

DELETE  
Page 13A, Modification P00015  
Page 14, Modification P00019  
Page 21, Modification P00019

ADD  
Page 13A, Modification P00020  
Page 14, Modification P00020  
Page 21, Modification P00020

000244

H&R COMPANY

MODIFICATION P00020 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00015

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

000245

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

a. CLINs 0001 and 0002:

- |   |              |
|---|--------------|
| (1) Amount Required for Full Funding:                               | \$ 1,482,003 |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | (b) (4)      |
| (3) Total Amount Allotted and Obligated:                            | \$ 457,003   |
| (4) Net Amount Required for Full Funding:                           | \$ 1,025,000 |
| (5) Estimated Period of Performance the Allotted Amount Will Cover: | 23 Sep 98    |

b. CLINs 0003 and 0004:

- |   |               |
|---|---------------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$ 95,975,823 |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: | (b) (4)       |
| (3) Amount Separately Obligated for Payment of Target Fee:            | (b) (4)       |
| (4) Total Amount Allotted and Obligated:                              | \$ 18,877,819 |
| (5) Net Amount Required for Full Funding:                             | \$ 77,098,004 |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 25 Oct 98     |

c. CLINs 0005 and 0006:

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

000246

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,339,844 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 25 Oct 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

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

000247

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE 98 OCT 30	4. REQUISITION/PURCHASE REQ. NO.	V	1   3
6. ISSUED BY A SPACE AND MISSILE DEFENSE COMMAND OC-CM-CN O BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P O BOX 6364 ANAHEIM, CA 92816		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THIS REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) Unilateral: Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D730100-01 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		30 Oct 98

RECEPTION TO SF 30  
PROVED BY OIRM 11-84

30-105-04

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

000248

(b)(6)  
(b)(6)



NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

Now, Therefore, the contract is modified as follows:

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

CLINs 0003 and 0004:

ACRN: AEI  
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H  
 ORDER NO.: ER9D730100-01  
 FUNDED AMT: \$3,243,000

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED] (b)(4)		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$18,877,819	\$3,243,000	\$22,120,819
(5) Net Amount Required for Full Funding:	\$77,098,004	(\$3,243,000)	\$73,855,004
(6) Estimated Period of Performance the Allotted Amount will cover:		22 Jan 99	

000249

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00021PAGE  
3 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

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

**DELETE**Page 13A, Modification P00020  
Page 14, Modification P00020  
Page 21, Modification P00020**ADD**Page 13A, Modification P00021  
Page 14, Modification P00021  
Page 21, Modification P00021

000250