

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 8

2. AMENDMENT/MODIFICATION NO. Modification No. 18	3. EFFECTIVE DATE 31 August 2010	4. REQUISITION/PURCHASE REC NO. 605310770174-0:6053:0770178-0	5. PROJECT NO. (if applicable)
6. ISSUED BY CIO/IMS Contracts [Redacted] Washington, D.C. 20505	CODE	7. ADMINISTERED BY (if other than item 6) [Redacted]	CODE

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

Raytheon
205 Van Buren Street, Suite 300
Herndon, VA 20170

[Redacted]

COPE [Redacted] (b)(3) FACILITY CODE

<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X 2010*0514416*000
10B. DATED (SEE ITEM 13) 17 February 2010

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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing items 8 and 15, and returning one (1) copy 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):

Increase the contract value from [Redacted]

Increase the contract obligation from [Redacted]

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

<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/> 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 is required to sign this document and return 1 copy to the issuing office.

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

*** See Page 2-8 ***

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Except as provided, the contract referenced in item 8A or 10A, as heretofore changed, remains und and in full force and effect.

15A. NAME Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. [Redacted Signature]	16B. [Redacted Signature]
15C. DATE SIGNED 9/13/10	16C. DATE SIGNED 01 Sept 2010

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STANDARD FORM 30 (REV. 10-69) Prescribed by GSA FAR (48 CFR) 53.243 (b)(6)

Raytheon
Contract No.: 2010*0514416*000
Modification No. 18
Page 2 of 8

152.204-721 Use of Facsimile Signatures (JUN 2002)

The Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

A. The purpose of Modification No. 18 is to:

- Increase the contract value from [redacted]
- Increase the contract obligation from [redacted]
- **Add CLIN 03 Hardware/Software Purchases (B-2)*,**
- **Add CLIN 04 Air Force Pilot (B-3)*,**
- **Revise Clause C-1 Statement of Work** to include Revised Statement of Work dated August 2010,
- **Incorporate Contractor's Proposal dated 19 August 2010 and Revised Statement of Work dated August 2010 in Section J Attachments.**

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There is no change in the period of performance of level of effort as a result of this modification.

As a result, the following changes are incorporated. *Note clause numbers in section B of this contract are renumbered to allow the addition of CLIN 04. There are no changes to the terms of the clauses other than contract value. Sections with renumbering are provided below:

1. B-1. Type of Contract and Total Contract Value is revised as follows:

The Contractor shall, in accordance with the terms and conditions set forth herein, furnish the necessary qualified personnel, services, travel, facilities and materials (except those specifically designated to be provided by the Government) and do all things necessary and incidental to complete the contractual effort in accordance with the Statement of Work incorporated by Section C – Description/Specifications/Statement of Work hereto.

The total contract value is as follows:

Base Period: 17 February 2010-16 February 2011			
CLIN:01-IMS	From	ECP2	To
Estimated Cost			
Award Fee			
CPAF			
CLIN:02-Others			
Est. Cost			
Award Fee			
CPAF			
CLIN:03-HW/SW Pur			
Est. Cost			
Fixed Fee			
CPFF			
CLIN:04-AF Pilot			
Est. Cost			
Fixed Fee			
CPFF			
GRAND TOTAL			

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Certain CLIN(s), as identified in this contract and in the total estimated amounts set forth below are Cost-Plus Award Fee (CPAF) and Cost-Plus Fixed Fee (CPFF), as described under the Federal Acquisition Regulations (FAR) 16.305 and 16.306.

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Raytheon
 Contract No.: 2010*0514416*00
 Modification No. 18
 Page 3 of 8

2. B-2. 152.216-748 Type of Contract and Consideration (CPAF-LOET) (DEC 2004) (Applies to CLIN 01, 02) is revised as follows:

(a) This is a Cost-Plus-Award-Fee (CPAF) Level-of-Effort Term (CPAF-LOET) type contract as described in FAR 16.305 in the total estimated amounts set forth below.

Base Period: 17 February 2010-16 February 2011		
CLIN 01-IMS		
Est. Cost		
Award Fee		
CPAF		

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CLIN 02-OGA/others		
Est. Cost		
Award Fee		
CPAF		

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(b) Award fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under attachment 3 of this contract. The availability of maximum award fee dollars, with respect to the evaluation periods, is as follows:

Period	Period of Performance	AF Available	AF Earned	AF Unearned
1	17 Feb 2010-06 Aug 2010		TBD	TBD
2	07 Aug 2010-16 Feb 2010		TBD	TBD
Total			TBD	TBD

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Paragraphs (c) through (j) remain unchanged as a result of this modification. There is no change in the period of performance, award fee, or level of effort as a result of this modification.

3. B-3. 152.216-752 Type of Contract and Consideration (CPFF) (OCT 2003) is incorporated APPLIES TO CLIN 04 ONLY.

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

CLIN 03-HW/SW Pur	FROM	ECP2	To
Est. Cost			
Fixed Fee			
CPFF			

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Base Period: 01 September 2010-16 February 2011			
CLIN 04-AF Pilot	From	ECP2	To
Est. Cost			
Fixed Fee			
CPFF			

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4. B-4 152.216-750 Incorporation of Award Fee Plan (OCT 2003)

The parties hereto agree that the fee payable under this contract shall be established in accordance with the award fee plan attached hereto and made a part hereof.

Raytheon
 Contract No.: 2010*0514416*00
 Modification No. 18
 Page 4 of 8

5. B-5 Option For Increased Quantity - Direct Hours (Cost Reimbursement) (JUL 2009)

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within the scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the hourly rate as set forth in paragraph (b) below.

(b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the total estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the estimated fully loaded cost and fee amounts as shown in the following table, respectively for each direct hour added.

Base Year: 17 February 2010 to 16 February 2011

Base Year	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		

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Base Year	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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UNCLASSIFIED

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Raytheon
 Contract No.: 2010*0514416*00
 Modification No. 18
 Page 5 of 8

Option within Option Year 1: 17 February 2011 - 16 February 2012

	Option	within	Option Year 1		
	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		

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Option Yr. 1	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr	Fee/ Hr	Labor Category	Estimate Cost/Hr	Fee/ Hr
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer.			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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Option within Option Year 2: 17 February 2012 - 16 February 2013

	Option	within	Option Year 2		
	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/ Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		

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UNCLASSIFIED

Raytheon
 Contract No.: 2010*0514416*00
 Modification No. 18
 Page 6 of 8

SIRR Operations Mgr.		SIRR Operations Mgr.	
SIRR Program Mgr.		SIRR Program Mgr.	
SIRR USAF Lead Reviewer		SIRR USAF Lead Reviewer	
SIRR CDC Guidance Coordinator		SIRR CDC Guidance Coordinator	
SIRR CDC Quality Assurance Mgr.		SIRR CDC Quality Assurance Mgr.	

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Option Yr. 2	CLIN 01		CLIN 02		
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/ Hr.	Fee/ Hr
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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Option within Option Year 3: 17 February 2013 - 16 February 2014

	Option	within	Option Year 3		
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		

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UNCLASSIFIED

Raytheon
 Contract No.: 2010*0514416*000
 Modification No. 18
 Page 7 of 8

SIRR USAF Lead Reviewer		SIRR USAF Lead Reviewer	
SIRR CDC Guidance Coordinator		SIRR CDC Guidance Coordinator	
SIRR CDC Quality Assurance Mgr.		SIRR CDC Quality Assurance Mgr.	

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Option Year 3	CLIN 01		CLIN 02		
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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Option within Option Year 4: 17 February 2014 - 16 February 2015

	Option	within	Option Year 4		
	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/ Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		

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UNCLASSIFIED

Raytheon
 Contract No.: 2010*0514416*00
 Modification No. 18
 Page 8 of 8

SIRR ASC Engineering & Ops. Support Mgr.		SIRR ASC Engineering & Ops. Support Mgr.	
Option Year 4	CLIN 01		CLIN 02
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category
			Estimate Cost/ Hr
Expert Reviewer			Expert Reviewer
Reviewer			Reviewer
Tech I			Tech I
Tech II			Tech II
Specialist			Specialist

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(c) The number of direct labor hours that may be increased under this clause is not to exceed 100% of the negotiated level-of-effort (LOE) as stated in the base contract or in each negotiated option period. However, the LOE increase must be accomplished within the period of performance when the option is exercised.

6. B-6 152.216-779 Scope of Contract (Cost-Reimbursement, Level-of-Effort Term) (OCT 2003)

The Contractor shall:

- (a) On a Level-of-Effort basis, perform assigned tasks, in accordance with the Statement of Work (SOW), and all applicable Specifications, Application Standards and/or Requirements documents.
- (b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the task(s) assigned under this contract.
- (c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR, in order to review task performance and completion.
- (d) Prepare and submit monthly duplicate copies of the contract status report.

7. B-7 152.232-724 Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Through Mod 17
 Modification 18
 Total Obligation

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8. C.1 152.211-701 Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled "Support for Information Review and Release" dated August 2010, which is incorporated by reference or attached hereto, is made a part of this contract.

C. All other terms and conditions of the contract remain unchanged and in full force and effect.