

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 18

2. Amendment/Modification No.

P00110

3. Effective Date

2014APR25

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
ANDREW HOOVEN
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

DCMA DETROIT
35803 MOUND ROAD
STERLING HEIGHTS MI 48310

Code

S2305A

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

L-3 COMMUNICATIONS CORPORATION
76 S GETTY ST
MUSKEGON, MI 49442-1242

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-09-C-0098

10B. Dated (See Item 13)

2008OCT31

Code 02978

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the 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)

SEE SECTION G (IF APPLICABLE)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To:** _____ **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)** FAR 6.302-1 and MUTUAL AGREEMENT

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 SECOND PAGE FOR DESCRIPTION

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)

SHANARI N. GOOLSBY
NARI.GOOLSBY@US.ARMY.MIL (586)282-8056

15B. Contractor/Offendor

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/
(Signature of Contracting Officer)

2014APR25

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-09-C-0098

MOD/AMD P00110

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANDREW HOOVEN
 Buyer Office Symbol/Telephone Number: CCTA-AHL-B/(586)282-5830
 Type of Contract: Firm Fixed Price
 Kind of Contract: Service Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: A
 Weapon System: No Identified Army Weapons Systems
 Contract Expiration Date: 2014NOV30

*** End of Narrative A0000 ***

CONTRACT W56HZV-09-C-0098
 MODIFICATION P00110

PREVIOUS CONTRACT AMOUNT: \$ 193,726,411.90
 AMOUNT OF THIS ACTION: \$ 8,746,150.00
 CURRENT CONTRACT AMOUNT: \$ 202,472,561.90

1. The purpose of this modification is to:

A) Incorporate an option into the subject contract which will allow the Government to exercise up to 110,975 hours for STS work directives (WD) during CY 14 through CY 15 on a Cost Plus Fixed Fee (CPFF) Level of Effort (LOE) basis. The negotiated CPFF for the labor cost associated with these hours totals \$19,361,808, as shown on new CLIN 0701AA.

B) Award/exercise 37,948 of the above mentioned hours via 22 Work Directives (WD) under CLINs 0601AA, 0601AB and 0601AC for a total of \$8,746,150. This amount includes material and other direct costs (ODCs).

C) Incorporate three clauses under Section I.

D) Incorporate Contract Data Requirements List (CDRL) Exhibits 0006 and 0007.

2. As a result of this modification, the following sections of the contract are updated as follows:

A) Section B - Supplies and Services

i) Add CLIN 0601AA which incorporates the following WDs:

	Cost	Fee	CPFF
8.13 Rev 0	\$ 1,243,600	\$ 111,371	\$ 1,354,971
8.16 Rev 0	\$ 778,322	\$ 69,668	\$ 847,990
8.12 Rev 0	\$ 88,245	\$ 7,896	\$ 96,141
8.15 Rev 0	\$ 301,688	\$ 26,988	\$ 328,676
8.17 Rev 0	\$ 46,711	\$ 4,179	\$ 50,890
8.33 Rev 0	\$ 91,580	\$ 8,190	\$ 99,770
8.34 Rev 0	\$ 565,875	\$ 50,826	\$ 616,701
CLIN Total	\$ 3,116,021	\$ 279,118	\$ 3,395,139

ii) Add CLIN 0601AB which incorporates the following WDs:

	Cost	Fee	CPFF
8.2 Rev 0	\$ 1,431,171	\$ 128,058	\$ 1,559,229
8.14 Rev 0	\$ 1,250,156	\$ 111,815	\$ 1,361,971

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

8.32 Rev 0	\$ 100,047	\$ 8,962	\$ 109,009
8.2.1Rev 0	\$ 35,233	\$ 3,150	\$ 38,383
8.2.2Rev 0	\$ 36,278	\$ 3,244	\$ 39,522
8.35 Rev 0	\$ 77,865	\$ 6,998	\$ 84,863
8.2.3Rev 0	\$ 59,576	\$ 5,327	\$ 64,903
8.36 Rev 0	\$ 390,485	\$ 34,933	\$ 425,418
8.37 Rev 0	\$ 77,951	\$ 6,970	\$ 84,921
8.38 Rev 0	\$ 310,493	\$ 27,774	\$ 338,267
8.39 Rev 0	\$ 80,565	\$ 7,204	\$ 87,769
8.40 Rev0	\$ 491,967	\$ 44,010	\$ 535,977
8.41 Rev 0	\$ 221,450	\$ 19,812	\$ 241,262

CLIN Total \$ 4,563,237 \$ 408,257 \$ 4,971,494

iii) Add CLIN 0601AC which incorporates the following WDs:

	Cost	Fee	CPFF
8.30 Rev 0	\$ 148,946	\$ 13,440	\$ 162,386
8.31 Rev 0	\$ 199,304	\$ 17,827	\$ 217,131

CLIN Total \$ 348,250 \$ 31,267 \$ 379,517

iv) Add No-Cost CLIN 0701AA to provide a running count of the Labor Hours and Labor Costs remaining available for award.

LABOR HOURS:

Mod P00110 incorporates an additional 110,975 Option Hours into the contract.

Modification	Awarded	Remaining
P00110	37,948	73,027

LABOR COSTS:

Negotiated Labor Costs (110,975 Option Hours) = \$ 19,361,808

Modification	Awarded	Remaining
P00110	\$6,620,787	\$ 12,741,021

v) Incorporate B Narrative B00001 to explain how future WDs will be priced and how Fee will be paid for WDs issued against the 110,975 hours.

B) Section I - Contract Clauses

- i) Incorporate clause 52.217-8, Option to Extend Services
- ii) Incorporate clause 52.217-4001, Separately Priced Option for Increased Quantity
- iii) Incorporate clause 52.216-7, Allowable Cost and Payment

C) Section J - Attachments and Exhibits

- i) Incorporate Exhibit E and Exhibit F for CDRs A025 (Problem Investigation Status Matrix/Report) and A026 (Transmission System Models) respectively.

3. As a result of this modification, the total value of this contract is increased by \$ 8,746,150, from \$ 193,726,411.90 to \$ 202,472,561.90.

4. The Master Subcontracting Plan (Modification 6), submitted on 2 April 2014, is hereby approved and incorporated into the contract by reference.

5. This modification constitutes the complete equitable adjustment for the matters covered by this modification. The contractor releases the Government from any and all liability under this contract for any equitable adjustment attributable to or related to the facts or circumstances giving rise to the changes in this Modification P00110.

6. All other terms and conditions remain unchanged.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00110	Page 4 of 18
Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION		

*** END OF NARRATIVE A0129 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A026	<p><u>TRANSMISSION SYSTEM MODELS</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>Contract Data Requirements List shall be in accordance with C.2.4.5 of the basic contract.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO		\$ ** NSP **
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0601	THOR STS - BFV FUNDED																																																		
0601AA	<p><u>THOR STS - BFV FUNDED</u></p> <p>SERVICE REQUESTED: THOR STS - BFV FUNDED CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 7236B27172 PRON AMD: 01 ACRN: CB</p> <p>THOR SYSTEMS TECHNICAL SUPPORT</p> <p>TRANSMISSION SYSTEMS TECHNICAL SUPPORT</p> <table border="0"> <thead> <tr> <th>WDs</th> <th>Hours</th> <th>TOTAL COST</th> <th>FEE</th> <th>CPFF</th> </tr> </thead> <tbody> <tr> <td>T-8.13 Rev0</td> <td>7,407</td> <td>\$1,243,600</td> <td>\$111,371</td> <td>\$1,354,971</td> </tr> <tr> <td>T-8.16 Rev0</td> <td>4,626</td> <td>\$ 778,322</td> <td>\$ 69,668</td> <td>\$ 847,990</td> </tr> <tr> <td>T-8.12 Rev0</td> <td>300</td> <td>\$ 88,245</td> <td>\$ 7,896</td> <td>\$ 96,141</td> </tr> <tr> <td>T-8.15 Rev0</td> <td>1,319</td> <td>\$ 301,688</td> <td>\$ 26,988</td> <td>\$ 328,676</td> </tr> <tr> <td>T-8.17 Rev0</td> <td>208</td> <td>\$ 46,711</td> <td>\$ 4,179</td> <td>\$ 50,890</td> </tr> <tr> <td>T-8.33 Rev0</td> <td>530</td> <td>\$ 91,580</td> <td>\$ 8,190</td> <td>\$ 99,770</td> </tr> <tr> <td>T-8.34 Rev0</td> <td>543</td> <td>\$ 565,875</td> <td>\$ 50,826</td> <td>\$ 616,701</td> </tr> </tbody> </table> <p>CLIN TOTAL 14,933 \$3,116,021 \$279,118 \$3,395,139</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th><u>REL CD</u></th> <th><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>31-MAY-2015</td> </tr> </tbody> </table> <p>\$ 3,395,139.00</p>	WDs	Hours	TOTAL COST	FEE	CPFF	T-8.13 Rev0	7,407	\$1,243,600	\$111,371	\$1,354,971	T-8.16 Rev0	4,626	\$ 778,322	\$ 69,668	\$ 847,990	T-8.12 Rev0	300	\$ 88,245	\$ 7,896	\$ 96,141	T-8.15 Rev0	1,319	\$ 301,688	\$ 26,988	\$ 328,676	T-8.17 Rev0	208	\$ 46,711	\$ 4,179	\$ 50,890	T-8.33 Rev0	530	\$ 91,580	\$ 8,190	\$ 99,770	T-8.34 Rev0	543	\$ 565,875	\$ 50,826	\$ 616,701	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>DATE</u>	001	31-MAY-2015	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 3,116,021.00 \$ 279,118.00 \$ 3,395,139.00
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0601AB	<p><u>THOR STS - PIM FUNDED</u></p> <p>SERVICE REQUESTED: THOR STS - PIM FUNDED CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: 7246M01572 PRON AMD: 01 ACRN: CC</p> <p>THOR SYSTEMS TECHNICAL SUPPORT</p> <p>TRANSMISSION SYSTEMS TECHNICAL SUPPORT</p> <table border="0"> <thead> <tr> <th>WDs</th> <th>Hours</th> <th>TOTAL COST</th> <th>FEE</th> <th>CPFF</th> </tr> </thead> <tbody> <tr><td>T-8.2 Rev0</td><td>4,870</td><td>\$1,431,171</td><td>\$128,058</td><td>\$1,559,229</td></tr> <tr><td>T-8.14 Rev0</td><td>7,743</td><td>\$1,250,156</td><td>\$111,815</td><td>\$1,361,971</td></tr> <tr><td>T-8.32 Rev0</td><td>587</td><td>\$ 100,047</td><td>\$ 8,962</td><td>\$ 109,009</td></tr> <tr><td>T-8.2.1Rev0</td><td>220</td><td>\$ 35,233</td><td>\$ 3,153</td><td>\$ 38,383</td></tr> <tr><td>T-8.2.2Rev0</td><td>220</td><td>\$ 36,278</td><td>\$ 3,244</td><td>\$ 39,522</td></tr> <tr><td>T-8.35 Rev0</td><td>300</td><td>\$ 77,865</td><td>\$ 6,998</td><td>\$ 84,863</td></tr> <tr><td>T-8.2.3 Rev0</td><td>372</td><td>\$ 59,576</td><td>\$ 5,327</td><td>\$ 64,903</td></tr> <tr><td>T-8.36 Rev0</td><td>1,635</td><td>\$ 390,485</td><td>\$ 34,933</td><td>\$ 425,418</td></tr> <tr><td>T-8.37 Rev0</td><td>470</td><td>\$ 77,951</td><td>\$ 6,970</td><td>\$ 84,921</td></tr> <tr><td>T-8.38 Rev0</td><td>1,420</td><td>\$ 310,493</td><td>\$ 27,774</td><td>\$ 338,267</td></tr> <tr><td>T-8.39 Rev0</td><td>488</td><td>\$ 80,565</td><td>\$ 7,204</td><td>\$ 87,769</td></tr> <tr><td>T-8.40 Rev0</td><td>2,186</td><td>\$ 491,967</td><td>\$ 44,010</td><td>\$ 535,977</td></tr> <tr><td>T-8.41 Rev0</td><td>864</td><td>\$ 221,450</td><td>\$ 19,812</td><td>\$ 241,262</td></tr> </tbody> </table> <p>CLIN TOTAL 21,375 \$4,563,237 \$408,257 \$4,971,494</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th><u>REL CD</u></th> <th><u>QUANTITY</u></th> </tr> <tr> <th><u>DATE</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td>30-JUN-2015</td> </tr> </tbody> </table> <p>\$ 4,971,494.00</p>	WDs	Hours	TOTAL COST	FEE	CPFF	T-8.2 Rev0	4,870	\$1,431,171	\$128,058	\$1,559,229	T-8.14 Rev0	7,743	\$1,250,156	\$111,815	\$1,361,971	T-8.32 Rev0	587	\$ 100,047	\$ 8,962	\$ 109,009	T-8.2.1Rev0	220	\$ 35,233	\$ 3,153	\$ 38,383	T-8.2.2Rev0	220	\$ 36,278	\$ 3,244	\$ 39,522	T-8.35 Rev0	300	\$ 77,865	\$ 6,998	\$ 84,863	T-8.2.3 Rev0	372	\$ 59,576	\$ 5,327	\$ 64,903	T-8.36 Rev0	1,635	\$ 390,485	\$ 34,933	\$ 425,418	T-8.37 Rev0	470	\$ 77,951	\$ 6,970	\$ 84,921	T-8.38 Rev0	1,420	\$ 310,493	\$ 27,774	\$ 338,267	T-8.39 Rev0	488	\$ 80,565	\$ 7,204	\$ 87,769	T-8.40 Rev0	2,186	\$ 491,967	\$ 44,010	\$ 535,977	T-8.41 Rev0	864	\$ 221,450	\$ 19,812	\$ 241,262	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	1		30-JUN-2015	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ 4,563,237.00 \$ 408,257.00 \$ 4,971,494.00
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 PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00110

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																										
0701	STS HOURS REMAINING																														
0701AA	<p><u>STS HOURS REMAINING</u></p> <p>SERVICE REQUESTED: STS HOURS REMAINING CLIN CONTRACT TYPE: No Cost</p> <p>----- THOR SYSTEMS TECHNICAL SUPPORT OPTION FOR COST PLUS FIXED FEE LEVEL OF SUPPORT</p> <p>Labor Hours: Mod P00110 adds 110,975 Option Hours to the contract at a maximum estimated Labor CPFF amount of \$19,361,808. In addition, Mod P00110 exercises 37,948 hours. Below are a running total of Option Hours, Total Costs, Fixed Fee and CPFF for Labor only:</p> <table border="0"> <thead> <tr> <th></th> <th>Hours</th> <th>Cost</th> <th>Fee</th> <th>CPFF</th> </tr> </thead> <tbody> <tr> <td>Starting</td> <td>110,975</td> <td>\$17,772,646</td> <td>\$ 1,589,162</td> <td>\$19,361,808</td> </tr> <tr> <td>Mod P00110</td> <td>-37,948</td> <td>-\$ 6,077,373</td> <td>-\$ 543,414</td> <td>-\$ 6,620,787</td> </tr> <tr> <td>Remaining</td> <td>73,027</td> <td>\$11,695,273</td> <td>\$ 1,045,748</td> <td>\$12,741,021</td> </tr> </tbody> </table> <p>(End of narrative B001)</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th>DLVR SCH</th> <th>PERF COMPL</th> </tr> <tr> <th><u>REL CD</u></th> <th><u>DATE</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1 UNDEFINITIZED</td> </tr> </tbody> </table>		Hours	Cost	Fee	CPFF	Starting	110,975	\$17,772,646	\$ 1,589,162	\$19,361,808	Mod P00110	-37,948	-\$ 6,077,373	-\$ 543,414	-\$ 6,620,787	Remaining	73,027	\$11,695,273	\$ 1,045,748	\$12,741,021	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>DATE</u>	001	1 UNDEFINITIZED	1	LO		\$ ** NSP **
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001	1 UNDEFINITIZED																														

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MOD/AMD P00110

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

B.1 SYSTEM TECHNICAL SUPPORT

This section applies to Modification P00110 and any future award against the 110,975 Option Hours.

B.1.1 ESTIMATED COST, FIXED FEE AND PAYMENT

The estimated cost for the performance of work under this contract is established in Section B at the four-digit Contract Line Item Number (CLIN) level. The estimated cost and fixed fee is based on the contractor completing the total Base Hours, Base Material and Base Other Direct Costs (ODCs) applicable to all Work Directives (WDs) identified under each CLIN for the specified Period of Performance (POP). The contractor shall notify the Government in accordance with (IAW) the Limitation of Cost Clause, FAR 52.232-20, whenever there is reason to believe that the funds allotted to this contract are either insufficient or excessive for the performance of the work required. Allowable costs shall be determined and payment shall be IAW FAR Clause 52.216-7, Allowable Cost and Payment.

B.1.1.1 FIXED FEE

The contractor shall be paid the total fixed fee stated in the Section B CLIN exercised for the performance of the work IAW the contract clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor services in connection with the work required and performed under this CLIN.

During the performance of WDs under each CLIN, the Government shall make interim payments of Fixed Fee with each invoice submitted per FAR 52.216-7, Allowable Cost and Payment, in the same ratio as the Fixed Fee is to the Estimated Cost for each CLIN. Interim Fixed Fee payments shall be subject to the withholding provisions.

IAW FAR 16.306(a), fixed fee does not vary with cost, but may be adjusted as a result of changes in the scope of work to be performed under the contract.

B.1.2 WORK DIRECTIVES

The Estimated Cost, Fixed Fee and Total CPFF for each CLIN shall be based on the cumulative pricing of WDs under each CLIN. Prior to award, the contractor shall submit a basis of estimate (BOE) for each WD of the estimated cost for the Government to evaluate prior to award. The estimated cost for each WD shall consist of: 1) Base Labor Hours; 2) Base Material; 3) Base Other Direct Costs (ODCs); and 4) a time-phased work breakdown structure (WBS) for the POP for each WD. Pricing of each WD shall be developed using the Negotiated Pricing Factors identified in Section B.1.3. The negotiated pricing factors represent the fully burdened amount applied to each Base Labor Hour, each dollar of Base Material and each dollar of Base ODCs associated with each WD.

B.1.2.1 The contractor is not authorized to begin work on any WD until the Government Procuring Contracting Officer (PCO) executes a contract modification or provides written approval of a WD.

B.2.1.2 A mutually agreed to change in the scope of work for any WD that affects Base Hours, Base Material or Base ODCs shall be re-priced (upward or downward) with the Estimated Cost and Fixed Fee adjusted accordingly. The contractor shall not be entitled to additional fee as a result of a cost overrun.

B.1.3 PRICING OF INDIVIDUAL WORK DIRECTIVES (WD)

Individual WDs shall be priced based on the amount of estimated Base Hours, Base Material and Base Other Direct Costs (ODCs) identified in the WD, multiplied by the applicable composite Pricing Factors below. The composite pricing factors below are fully burdened and shall be applicable to all WDs added to the contract during calendar years (CY) 2014 and 2015:

Pricing Factors are applicable to Base Labor Hours, Base Material and Base ODCs.

Pricing Factors:	Labor	Material	ODCs
Estimated Cost	\$ 160.15	\$ 1.34	\$ 1.19
Fixed Fee	\$ 14.32	\$.12	\$.11
Total CPFF	\$ 174.47	\$ 1.46	\$ 1.30

*** END OF NARRATIVE B0001 ***

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Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ GFEBBS ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0601AA	7236B27172	1	A.0009261.1.3.2.3.34	CB \$	0.00 \$	3,395,139.00 \$	3,395,139.00
0601AB	7246M01572	2	A.0008732.1.7.1.11	CC \$	0.00 \$	4,971,494.00 \$	4,971,494.00
0601AC	724203RD72	1	A.0009261.2.3.3.1	CD \$	0.00 \$	379,517.00 \$	379,517.00
NET CHANGE						\$ 8,746,150.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
CB	021 201320152033 A5XGJ GZ2400ARU08 3109 L035403156 A.0009261.1.3.2.3.34	021001 \$ 3,395,139.00
CC	021 201420162033 A5XGJ GZ0410AFPFB 3109 L035742460 A.0008732.1.7.1.11	021001 \$ 4,971,494.00
CD	021 201420152040 A5XGJ 273735371RU08 2550 L035393071 A.0009261.2.3.3.1	021001 \$ 379,517.00
NET CHANGE		\$ 8,746,150.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	193,726,411.90	\$ 8,746,150.00	\$ 202,472,561.90

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	INCREASE/DECREASE
0601AA	CB	021 201320152033 A5XGJ GZ2400ARU08 3109 L035403156 A.0009261.1.3.2.3.34	021001
0601AB	CC	021 201420162033 A5XGJ GZ0410AFPFB 3109 L035742460 A.0008732.1.7.1.11	021001
0601AC	CD	021 201420152040 A5XGJ 273735371RU08 2550 L035393071 A.0009261.2.3.3.1	021001

MODIFICATION P00110

G-1 Precontract Costs The Government recognizes that due to the urgency of this program and in anticipation of the issuance of a contract modification, the contractor may have incurred costs necessary to comply with the proposed contract delivery schedule. Such costs, up to the maximum amount of \$198,362 and incurred during the period from April 1, 2014 through the award of contract modification W56HZV-09-C-0098 P00110, but no later than April 30, 2014, are allowable to the extent they would have been allowed if incurred after the effective date of a contract modification P00110.

*** END OF NARRATIVE G0012 ***

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Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
---------------	------------------------	--------------	-------------

I-1 CHANGED	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013
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(a) Invoicing.

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

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of

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services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

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(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement_index_exec_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

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

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

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The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor until 30 November 2014.

(End of Clause)

I-3 CHANGED 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY
(TACOM)

FEB/2007

*** NOTE: CHANGES MADE BY MOD P00110 ARE UNDERLINED ***

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 30 November 2014. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit E	CDRL A025 - DD FORM 1423	25-MAR-2014	001	EMAIL
Exhibit F	CDRL A026 - DD FORM 1423	25-MAR-2014	001	EMAIL

+ CONTRACT DATA REQUIREMENTS LIST
DD FORM 1423 (MECHANIZED)
CATEGORY: MISC SYSTEM/ITEM: HMPT Transmission
TO CONTRACT/PR: W56HZV-09-C-0098/P00110

1. SEQUENCE NUMBER
2. TITLE OF DATA ITEM
3. SUBTITLE
4. DATA ITEM NUMBER
5. CONTRACT REFERENCE
6. TECHNICAL OFFICE
7. DD250 Required
8. APP CODE
9. DIST STATEMENT REQUIRED
10. FREQUENCY
11. AS OF DATE
12. DATE OF 1ST SUBMISSION
13. DATE OF SUBSEQUENT SUBMISSION
14. DISTRIBUTION: COPIES-DRFT/REG/REPRO
15. TOTAL
16. REMARKS

-
1. A025
 2. Problem Investigation Status Matrix/Report
 - 3.
 - 4.
 5. C.2.16
 6. SFAE-GCS-ABCT-S
 - 7.
 8. A
 9. A
 10. Monthly
 - 11.
 12. 15 DAEM
 - 13.
 14. SFAE-GCS-ABCT-S
 - 15.
 16. REMARKS

The Contractor shall deliver a monthly matrix showing status of each problem investigation. The matrix shall include the following for each open problem investigation: Scope of Work (SOW), approval date, status, and funding variance in hours and budget for each problem investigation, via email to the Contracting Officers Representative (COR). The report shall be in the contractors own format.

CONTRACT DATA REQUIREMENTS LIST
DD FORM 1423 (MECHANIZED)
CATEGORY: OTHER SYSTEM/ITEM: HMPT Transmission
TO CONTRACT/PR: W56HZV-09-C-0098/P00110

1. SEQUENCE NUMBER
2. TITLE OF DATA ITEM
3. SUBTITLE
4. DATA ITEM NUMBER
5. CONTRACT REFERENCE
6. TECHNICAL OFFICE
7. DD250 Required
8. APP CODE
9. DIST STATEMENT REQUIRED
10. FREQUENCY
11. AS OF DATE
12. DATE OF 1ST SUBMISSION
13. DATE OF SUBSEQUENT SUBMISSION
14. DISTRIBUTION: COPIES-DRFT/REG/REPRO
15. TOTAL
16. REMARKS

-
1. A026
 2. Transmission System Models
 - 3.
 4. DI-SESS-8100C
 5. C.2.4.5
 6. SFAE-GCS-ABCT-S
 7. Yes
 8. A
 9. C
 10. As required
 - 11.
 - 12.
 - 13.
 14. SFAE-GCS-ABCT-S
 - 15.
 16. REMARKS

The Contractor shall deliver electronically all models developed under this contract to the COR and Government POC, as required by WD.