

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 12

2. Amendment/Modification No. P00113	3. Effective Date 2013DEC10	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND ERISHA A. SMITH WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ERISHA.A.SMITH@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310	Code S2305A
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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	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-09-C-0098
	<input type="checkbox"/>	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.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input 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).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	FAR 43.103 (a)
<input type="checkbox"/>	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 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/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013DEC10

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ERISHA A. SMITH
 Buyer Office Symbol/Telephone Number: CCTA-AHL-B/(586)282-7023
 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: BFVS(M2, M2A1, M2A2),BFVS(M3, M3A1,M3A2)
 Contract Expiration Date: 2014NOV30

*** End of Narrative A0000 ***

Contract Amount: \$187,332,228.90
 Amount of Modification: \$6,254,182.00
 Current Contract Amount: \$193,586,410.90

Note: Modification P00113 follows modification P00112.

1. The purpose of modification P00113 is to extend the definitization schedule and increase the limitation of liability for Contract W56HZV-09-C-0098, with L-3 Communications Corporation.

- a. In performing the UCO, the contractor is not authorized to make expenditures or incur obligations above \$12,677,603.00
- b. A Firm-Fixed-Priced contract for the above effort is contemplated. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include:
 - 1. All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the UCO, and
 - 2. All clauses required by law on the date of the execution of the definitive contract, and
 - 3. Any other mutually agreeable clauses, terms, and conditions. The contractor agrees to submit a Firm Fixed Price Proposal and certified cost and pricing data supporting its proposal.
- c. The schedule for definitization of this contract is as follows:

Award Date of UCO:	26 Apr 13
Date to receive qualifying proposal:	08 Nov 13
Date to begin negotiations:	28 Mar 14
Projected date to complete negotiations:	28 Apr 14
Estimated date of contract definitization:	07 May 14

d. If agreement on a definitive contract action to supersede this unpriced change order (UCO) is not reached by the target date in paragraph (c) of this narrative, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to contractor appeal as provided in the Dispute clause. In any event the contractor shall proceed with the completion of the contract, subject only to the Limitation of Government Liability clause.

e. The definitive contract resulting from this unpriced change order will include a negotiated Firm Fixed Price that in no event will exceed \$16,903,740.00.

2. Due to the above, the following changes have been incorporated into the subject modification:

- a. Section B. Supplies or Services and Prices/Costs:
 - 1. The following Ceiling Priced CLINS have been increased by the following amount:

CLIN	From	Amount Increased By	To	NTE Amt
0606AE	\$ 670,648.00	\$ 652,978.00	\$ 1,323,626.00	\$1,764,863.00
0610AA	\$2,777,206.00	\$2,704,035.00	\$ 5,481,241.00	\$7,308,437.00
0621AA	\$ 150,026.00	\$ 146,073.00	\$ 296,099.00	\$ 394,805.00
0627AA	\$ 51,883.00	\$ 50,515.00	\$ 102,398.00	\$ 136,533.00
0631AA	\$2,509,275.00	\$2,443,163.00	\$ 4,952,438.00	\$6,603,356.00
0640AA	\$ 264,383.00	\$ 257,418.00	\$ 521,801.00	\$ 695,746.00

The Not To Exceed Amount (NTE) has been included for reference and has not been changed.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 12**

PIIN/SIIN W56HZV-09-C-0098

MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

b. Section I. Contract Clauses

1. 52.216-24, Limitation of Government Liability

i. Change the amount the Contractor is authorized to exceed when making expenditures or incurring obligations from \$6,423,421 to \$12,677,806. This change results in a difference of \$6,254,182.

2. 252.217-7027, Contract Definitization

1. Change the schedule from the Previous schedule to the Current schedule as follows:

PREVIOUS SCHEDULE:

Award Date of UCO: 26 Apr 13
Date to receive qualifying proposal: 20 May 13
Date to begin negotiations: 01 July 13
Projected date to complete negotiations: 27 Sept 13
Estimated date of contract definitization: 16 Oct 13

CURRENT SCHEDULE:

Award Date of UCO: 26 Apr 13
Date to receive qualifying proposal: 08 Nov 13
Date to begin negotiations: 28 Mar 14
Projected date to complete negotiations: 28 Apr 14
Estimated date of contract definitization: 07 May 14

3. As a result of Modification P00113, total contract value is increased by \$6,254,182.00 from \$187,332,228.90 to \$193,586,410.90.

4. Except as provided herein, all other terms and conditions of this contract remain unchanged.

*** END OF NARRATIVE A0120 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
0606	THOR INCENTIVE										
0606AE	<p><u>INCENTIVE FEE</u></p> <p>GENERIC NAME DESCRIPTION: THOR INCENTIVE CLIN CONTRACT TYPE: Fixed Price Award Fee PRON: 7236B22672 PRON AMD: 03 ACRN: BG</p> <p>The amount set forth as \$1,323,647.00 is the undefinitized amount and is the maximum amount for which the Government will be liable to the contractor should this effort be terminated prior to definitization. The undefinitized amount also represents a portion of liability relative to the entire contract's limitation of liability under section I FAR Clause, "Limitation of Government Liability", (FAR 52.216-24). The not-to-exceed (NTE)/ceiling amount for this CLIN IS \$1,764,863.00 and represents a portion of the total NTE/ceiling price established under section I DFARS Clause, "Contract Definitization" (DFARS 252.217-7027).</p> <p>This CLIN is established in accordance with (IAW) paragraph H.1 - Incentive, of Section H Special Clauses. As detailed in paragraphs 3.0 Incentive Award Process and 4.0 Incentive Award Fee Details, the contractor is NOT entitled to these funds until an award fee determination has been made and a modification issued. Once an award fee determination has been made, this narrative will be updated to reflect its issuance and the contractors authorization to invoice.</p> <p>Note: This incentive fee relates to hardware CLINS 0610AA, 0621AA, 0627AA, and 0631AA.</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"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001 1</td> <td>31-MAY-2015</td> </tr> </table> <p style="text-align: right;">\$ 1,323,626.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 1	31-MAY-2015	1	LT	<p>NOT TO EXCEED</p>	<p>\$ 1,323,626.00</p> <p>\$ 1,764,863.00</p>
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001 1	31-MAY-2015										

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																						
0610	HMPT OVERHAULS NSN: 9999-99-999-9999 (End of narrative A001)																																																										
0610AA	<p data-bbox="264 625 634 646"><u>THOR TRANSMISSION LEVEL III LABOR</u></p> <p data-bbox="264 705 712 831"> GENERIC NAME DESCRIPTION: HMPT OVERHAULS CLIN CONTRACT TYPE: Fixed Price Award Fee PRON: 7236B22272 PRON AMD: 04 ACRN: BH PSC: 9999 </p> <p data-bbox="253 863 849 1203"> The amount set forth as the undefinitized amount is the maximum amount for which the Government will be liable to the contractor should this effort be terminated prior to definitization. The undefinitized amount also represents a portion of liability relative to the entire contract's limitation of liability under section I FAR Clause, "Limitation of Government Liability", (FAR 52.216-24). The not-to-exceed (NTE)/ceiling amount for this CLIN IS \$7,308,437.00 and represents a portion of the total NTE/ceiling price established under section I DFARS Clause, "Contract Definitization" (DFARS 252.217-7027). </p> <p data-bbox="444 1234 699 1255">(End of narrative B002)</p> <p data-bbox="264 1339 501 1360"><u>Packaging and Marking</u></p> <p data-bbox="264 1419 547 1440"><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1524 547 1545"><u>Deliveries or Performance</u></p> <table data-bbox="264 1549 849 1948"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W80KTY0084D002</td> <td>W562RM</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>10</td> <td>30-APR-2014</td> <td colspan="3"></td> </tr> <tr> <td>002</td> <td>10</td> <td>31-MAY-2014</td> <td colspan="3"></td> </tr> <tr> <td>003</td> <td>10</td> <td>30-JUN-2014</td> <td colspan="3"></td> </tr> <tr> <td>004</td> <td>10</td> <td>31-JUL-2014</td> <td colspan="3"></td> </tr> <tr> <td>005</td> <td>10</td> <td>31-AUG-2014</td> <td colspan="3"></td> </tr> <tr> <td>006</td> <td>10</td> <td>30-SEP-2014</td> <td colspan="3"></td> </tr> </tbody> </table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W80KTY0084D002	W562RM	J		1	DEL REL CD	QUANTITY	DEL DATE				001	10	30-APR-2014				002	10	31-MAY-2014				003	10	30-JUN-2014				004	10	31-JUL-2014				005	10	31-AUG-2014				006	10	30-SEP-2014				75	EA	\$ UNDEFINITIZED NOT TO EXCEED \$	\$ 5,481,241.00 \$ 7,308,437.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																																						
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 PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007	10 31-OCT-2014				
008	5 30-NOV-2014				
	FOB POINT: Origin				
	SHIP TO:				
	(W562RM) SU W0MC ARMY GENERAL SUPPLY				
	CENTRAL RECIEVING				
	10TH STREET AND K AVENUE				
	TEXARKANA, TX, 75507-5000				
0621	TCM HMPT 800				
	NSN: 9999-99-999-9999				
0621AA	<u>TRANSMISSION CONTROL MODULE</u>	75	EA	\$ UNDEFINITIZED	\$ 296,099.00
				NOT TO EXCEED	\$ 394,805.00
	GENERIC NAME DESCRIPTION: TCM HMPT 800				
	CLIN CONTRACT TYPE:				
	Fixed Price Award Fee				
	PRON: 7236B22372 PRON AMD: 04 ACRN: BJ				
	PSC: 9999				
	(Deleted narrative B002)				
	The amount set forth as the undefinitized amount is				
	the maximum amount for which the Government will be				
	liable to the contractor should this effort be				
	terminated prior to definitization. The undefinitized				
	amount also represents a portion of liability				
	relative to the entire contract's limitation of				
	liability under section I FAR Clause, "Limitation of				
	Government Liability", (FAR 52.216-24).				
	The not-to-exceed (NTE)/ceiling amount for this CLIN				
	IS \$7,308,437.00 and represents a portion of the				
	total NTE/ceiling price established under section I				
	DFARS Clause, "Contract Definitization" (DFARS				
	252.217-7027).				
	(End of narrative B003)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W80KTY0084D003 W562RM J 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 10 30-APR-2014</p> <p>002 10 31-MAY-2014</p> <p>003 10 30-JUN-2014</p> <p>004 10 31-JUL-2014</p> <p>005 10 31-AUG-2014</p> <p>006 10 30-SEP-2014</p> <p>007 10 31-OCT-2014</p> <p>008 5 30-NOV-2014</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(W562RM) SU W0MC ARMY GENERAL SUPPLY CENTRAL RECIEVING 10TH STREET AND K AVENUE TEXARKANA, TX, 75507-5000</p>				
0627	<p>HMPT 800 TEC CABLE</p> <p>NSN: 9999-99-999-9999</p>				
0627AA	<p>TECH CABLE _____</p> <p>GENERIC NAME DESCRIPTION: HMPT 800 TEC CABLE</p> <p>CLIN CONTRACT TYPE:</p> <p>Fixed Price Award Fee</p> <p>PRON: 7236B22472 PRON AMD: 04 ACRN: BK</p> <p>PSC: 9999</p> <p>The amount set forth as the undefinitized amount is the maximum amount for which the Government will be liable to the contractor should this effort be terminated prior to definitization. The undefinitized amount also represents a portion of liability relative to the entire contract's limitation of liability under section I FAR Clause, "Limitation of Government Liability", (FAR 52.216-24). The not-to-exceed (NTE)/ceiling amount for this CLIN IS \$136,533.00 and represents a portion of the total NTE/ceiling price established under section I DFARS Clause, "Contract Definitization" (DFARS 252.217-7027).</p>	75	EA	<p>\$ UNDEFINITIZED</p> <p>NOT TO EXCEED</p>	<p>\$ _____ 102,398.00</p> <p>\$ _____ 136,533.00</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W8OKTY0084D004 W562RM J 1				
	DEL REL CD QUANTITY DEL DATE				
	001 10 30-APR-2014				
	002 10 31-MAY-2014				
	003 10 30-JUN-2014				
	004 10 31-JUL-2014				
	005 10 31-AUG-2014				
	006 10 30-SEP-2014				
	007 10 31-OCT-2014				
	008 5 30-NOV-2014				
	FOB POINT: Origin				
	SHIP TO: (W562RM) SU W0MC ARMY GENERAL SUPPLY CENTRAL RECIEVING 10TH STREET AND K AVENUE TEXARKANA, TX, 75507-5000				
0631	HMPT 800 Material NSN: 9999-99-999-9999				
0631AA	MATERIAL _____	75	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ _____ 4,952,438.00 \$ _____ 6,603,356.00
	GENERIC NAME DESCRIPTION: HMPT 800 Material CLIN CONTRACT TYPE: Fixed Price Award Fee PRON: 7236B22172 PRON AMD: 05 ACRN: BL PSC: 9999				
	The amount set forth as the undefinitized amount is the maximum amount for which the Government will be				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0098 MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0640	<p>liable to the contractor should this effort be terminated prior to definitization. The undefinitized amount also represents a portion of liability relative to the entire contract's limitation of liability under section I FAR Clause, "Limitation of Government Liability", (FAR 52.216-24). The not-to-exceed (NTE)/ceiling amount for this CLIN IS \$6,603,356.00 and represents a portion of the total NTE/ceiling price established under section I DFARS Clause, "Contract Definitization" (DFARS 252.217-7027).</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W80KTY0084D001</td> <td>W562RM</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>10</td> <td>30-APR-2014</td> </tr> <tr> <td>002</td> <td>10</td> <td>31-MAY-2014</td> </tr> <tr> <td>003</td> <td>10</td> <td>30-JUN-2014</td> </tr> <tr> <td>004</td> <td>10</td> <td>31-JUL-2014</td> </tr> <tr> <td>005</td> <td>10</td> <td>31-AUG-2014</td> </tr> <tr> <td>006</td> <td>10</td> <td>30-SEP-2014</td> </tr> <tr> <td>007</td> <td>10</td> <td>31-OCT-2014</td> </tr> <tr> <td>008</td> <td>5</td> <td>30-NOV-2014</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (W562RM) SU W0MC ARMY GENERAL SUPPLY CENTRAL RECIEVING 10TH STREET AND K AVENUE TEXARKANA, TX, 75507-5000</p> <p>NON RECURRING COST</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W80KTY0084D001	W562RM	J		1	DEL REL CD	QUANTITY	DEL DATE	001	10	30-APR-2014	002	10	31-MAY-2014	003	10	30-JUN-2014	004	10	31-JUL-2014	005	10	31-AUG-2014	006	10	30-SEP-2014	007	10	31-OCT-2014	008	5	30-NOV-2014				
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Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0640AA	<p><u>HMDT 800 NON RECURRING COST - START UP</u></p> <p>GENERIC NAME DESCRIPTION: NON RECURRING COST CLIN CONTRACT TYPE: Firm Fixed Price PRON: 7236B22572 PRON AMD: 03 ACRN: BM</p> <p>(End of narrative B001)</p> <p>The amount of \$521,810.00 is set forth as the undefinitized amount and is the maximum amount for which the Government will be liable to the contractor should this effort be terminated prior to definitization. The undefinitized amount also represents a portion of liability relative to the entire contract's limitation of liability under section I FAR Clause, "Limitation of Government Liability", (FAR 52.216-24). The not-to-exceed (NTE)/ceiling amount for this CLIN IS \$695,746.00 and represents a portion of the total NTE/ceiling price established under section I DFARS Clause, "Contract Definitization" (DFARS 252.217-7027).</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"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>30-NOV-2014</td> </tr> </table> <p style="text-align: right;">\$ 521,801.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		30-NOV-2014	1	LT	<p>NOT TO EXCEED</p>	<p>\$ 521,801.00</p> <p>\$ 695,746.00</p>
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	30-NOV-2014														

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 11 of 12

PIIN/SIIN W56HZV-09-C-0098

MOD/AMD P00113

Name of Offeror or Contractor: L-3 COMMUNICATIONS CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0606AE	7236B22672	1	A.0009261.1.3.2.3.11	BG \$	670,648.00 \$	652,978.00 \$	1,323,626.00
0610AA	7236B22272	1	A.0009261.1.3.2.3.7	BH \$	2,777,206.00 \$	2,704,035.00 \$	5,481,241.00
0621AA	7236B22372	1	A.0009261.1.3.2.3.8	BJ \$	150,026.00 \$	146,073.00 \$	296,099.00
0627AA	7236B22472	1	A.0009261.1.3.2.3.9	BK \$	51,883.00 \$	50,515.00 \$	102,398.00
0631AA	7236B22172	1	A.0009261.1.3.2.3.6	BL \$	2,509,275.00 \$	2,443,163.00 \$	4,952,438.00
0640AA	7236B22572	1	A.0009261.1.3.2.3.10	BM \$	264,383.00 \$	257,418.00 \$	521,801.00
NET CHANGE						\$ 6,254,182.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
BG	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415871 A.0009261.1.3.2.3.11	021001 \$ 652,978.00
BH	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415276 A.0009261.1.3.2.3.7	021001 \$ 2,704,035.00
BJ	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415679 A.0009261.1.3.2.3.8	021001 \$ 146,073.00
BK	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415803 A.0009261.1.3.2.3.9	021001 \$ 50,515.00
BL	021 201320152033 A5XGJ GZ2400ARU08 3109 L033413624 A.0009261.1.3.2.3.6	021001 \$ 2,443,163.00
BM	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415808 A.0009261.1.3.2.3.10	021001 \$ 257,418.00
NET CHANGE		\$ 6,254,182.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 187,332,228.90	\$ 6,254,182.00	\$ 193,586,410.90

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
0606AE	BG	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415871 A.0009261.1.3.2.3.11 021001
0610AA	BH	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415276 A.0009261.1.3.2.3.7 021001
0621AA	BJ	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415679 A.0009261.1.3.2.3.8 021001
0627AA	BK	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415803 A.0009261.1.3.2.3.9 021001
0631AA	BL	021 201320152033 A5XGJ GZ2400ARU08 3109 L033413624 A.0009261.1.3.2.3.6 021001
0640AA	BM	021 201320152033 A5XGJ GZ2400ARU08 3109 L033415808 A.0009261.1.3.2.3.10 021001

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

Page 12 of 12

PIIN/SIIN W56HZV-09-C-0098

MOD/AMD P00113

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>
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I-1 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$30,650,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$30,650,000 dollars.

For modification P00086 (Updated by P00113):

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$12,677,603.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$12,677,603.00 dollars.

(End of Clause)

I-2 CHANGED	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A fixed price award fee contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Award Date of UCO:	N/A
Date to receive qualifying proposal:	08 Nov 13
Date to begin negotiations:	28 Mar 14
Projected date to complete negotiations:	28 Apr 14
Estimated date of contract definitization:	07 May 14

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

(1) After the Contracting Officers determination of price or fee, the contract shall be governed by

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

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

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

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

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price in no event to exceed \$16,903,740.00

(End of clause)