

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00031		3. EFFECTIVE DATE 30-Apr-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22443-5154		CODE 1400276		7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 MSD4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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. 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) 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:							
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.) Modification Control Number: (b)(6) 091971 The purpose of this modification is to deobligate the procurement funding in the total amount of (b)(4) from CLIN 0003 under ACPN BT (SubCLIN 000316). The procurement funding in the amount of (b)(4) was inadvertently placed on the incorrect Line of Accounting (LOA). Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or (b)(6) <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> (b)(6) print) ISC. DATE SIGNED 30 April 2009 30-10 </div> <div style="width: 30%; background-color: #cccccc; height: 100px;"></div> <div style="width: 30%;"> (b)(6) 16C. DATE SIGNED 01 May 2009 FORM 30 (Rev. 16-83) GSA FAR (48 CFR) 53.243 </div> </div>							

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000316:

BT: 9790400.2520 9 BM 2520 40960000000 255Y S12135 MD9E209E0C3356 920801 (CIN AB9SCD933560003) was decreased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Deobligate funding on SubCLIN 000316.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO</u> <u>CPIE</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					29-Feb-08
000108					31-Jul-08
000109					30-Jul-08
000110					30-Apr-08
000111					30-Jul-08
000112					30-Apr-08
000113					31-Dec-08
000114					30-Apr-08
000115					31-Dec-08
000116					31-Dec-08
000117					31-Dec-08
000301					30-Jun-09
000302					29-Feb-08
000303					31-Mar-08
000304					30-Sep-08
000305					30-Sep-08
000306					31-Dec-08
000307					30-Sep-08
000308					30-Sep-08
000309					30-Sep-08
000310					31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					31-Dec-08
000401					30-Sep-08
000402					30-Sep-08
000403					30-Sep-08
000404					31-Mar-09
000501					30-Nov-08
000701					31-Jul-09
000702					30-Sep-09
000801					
000901					
001501					31-Dec-09
001502					31-Dec-08
TOTAL					31-Jun-09

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00032		3. EFFECTIVE DATE 05-May-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		7. ADMINISTERED BY.. (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 MS J 2 TUCSON AZ 85734-1337		5. PROJECT NO. (If applicable) S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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.				
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)				
See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 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.) Modification Control Number: (b)(6) 92008 The purpose of this modification is to obligate funding in the amount of (b)(4) to CLIN 0003.				
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)			(b)(6)	
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
			16C. DATE SIGNED 05-May-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000317 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000317	Procurement Funding for CLIN 0003 CPIF Procurement funding for SM-3 Block IA Missiles FOB: Destination				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BU CIN: 00000000000000000000000000000000				(b)(4)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 000317:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-FEB-2011	24	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000317:

Funding on SUBCLIN 000317 is initiated as follows:

ACRN: BU

CIN: 00000000000000000000000000000000

Acctng Data: 9790300.2520 9 BM 2520 40950000000 255Y S12135 MD9E209E0C4716 920812

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

I. Provide incremental funding for SubCLIN 000317 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08

000112	(b)(4)	31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000301		29-Feb-08
000302		31-Mar-08
000303		30-Sep-08
000304		30-Sep-08
000305		31-Dec-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		31-Dec-08
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Jun-09
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00033		3. EFFECTIVE DATE 28-May-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DAHLGREN VA 22448-5154		CODE HQ0278		7. ADMINISTERED BY (If other than item 6) COMARAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMAN RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-8119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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. 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)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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) Bilateral pursuant to Mutual Agreement of Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to: (1) Replace the Statement of Work (SOW) Attachment 3, Work Breakdown Structure (WBS) Dictionary Attachment 15, and the Cost & Software Data Reporting Plan DD2794 Attachment 18, in their entirety and (2) Update Table of Contents, Section J of the contract. These changes are incorporated at no additional cost to the contract. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.							
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.							
(b)(6)		print)		(b)(6)			
		15C. DATE SIGNED 29 May 2009 36-10					
APPROVED BY OIRM 11-24							

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423 – Revision 1	20 November 2008	24
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	20 November 2008	3
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor, Rev 11	March 2009	17
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	February 2008	6
6	SM-3 Program Schedule – Revision 3	20 November 2008	2
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	RESERVED		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists - Change 2	20 November 2008	11
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)	February 2008	7
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data – Revision 3	20 November 2008	4
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794 - (b)(4) CSDR Plan	March 2009	13
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	RESERVED		
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	February 2008	4
22	Flight Test Kits	February 2008	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 23	
2. AMENDMENT/MODIFICATION NO. P00034		3. EFFECTIVE DATE 03-Jun-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22, 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.) Modification Control Number: (b)(6) 92241 See page 2 for Summary of Changes							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 03-Jun-2009			

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.

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**BLOCK 14 ADD'L DESCRIPTION**

The purpose of this modification is to provide funding in the total amount of (b)(4) for CLIN 0003:

- 1) Provide incremental funding in the amount of (b)(4) under ACRN BV (SubCLIN 000318)
- 2) Provide incremental funding in the amount of (b)(4) under ACRN BW (SubCLIN 000319)
- 3) Provide incremental funding in the amount of (b)(4) under ACRN BX (SubCLIN 000320)
- 4) Provide incremental funding in the amount of (b)(4) under ACRN BY (SubCLIN 000321)
- 5) Provide incremental funding in the amount of (b)(4) under ACRN BZ (SubCLIN 000322)
- 6) Provide incremental funding in the amount of (b)(4) under ACRN CA (SubCLIN 000323)
- 7) Provide incremental funding in the amount of (b)(4) under ACRN CB (SubCLIN 000324)
- 8) Provide incremental funding in the amount of (b)(4) under ACRN CC (SubCLIN 000325)
- 9) Provide incremental funding in the amount of (b)(4) under ACRN CD (SubCLIN 000326)
- 10) Provide incremental funding in the amount of (b)(4) under ACRN CE (SubCLIN 000327)
- 11) Provide incremental funding in the amount of (b)(4) under ACRN CF (SubCLIN 000328)
- 12) Provide incremental funding in the amount of (b)(4) under ACRN CG (SubCLIN 000329)
- 13) Provide incremental funding in the amount of (b)(4) under ACRN CH (SubCLIN 000330)
- 14) Provide incremental funding in the amount of (b)(4) under ACRN CJ (SubCLIN 000331)
- 15) Provide incremental funding in the amount of (b)(4) under ACRN CK (SubCLIN 000332)
- 16) Provide incremental funding in the amount of (b)(4) under ACRN CL (SubCLIN 000333)
- 17) Provide incremental funding in the amount of (b)(4) under ACRN CM (SubCLIN 000334)
- 18) Provide incremental funding in the amount of (b)(4) under ACRN CN (SubCLIN 000335)
- 19) Provide incremental funding in the amount of (b)(4) under ACRN CP (SubCLIN 000336)
- 20) Provide incremental funding in the amount of (b)(4) under ACRN CQ (SubCLIN 000337)

The total funding was increased by (b)(4) from (b)(4) to (b)(4)

Incorporate revised Work Breakdown Structure (WBS), Attachment 14 (dated March 2009), that was inadvertently omitted in Modification P00033. The revised WBS reflects the updates in the WBS Dictionary that was incorporated in Modification P00033. The Table of Contents, Section J, of the contract now reflects the updated WBS.

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000318 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000318	Incremental Funding for CLIN 0003				(b)(4)
	CPIF				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: AB9IAF87299				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BV				
	CIN: AB9IAF872990001				

..... SUBCLIN 000319 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000319	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87359				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BW				
	CIN: AB9IAF873590001				

SUBCLIN 000320 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000320	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87361				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BX CIN: AB9IAF873610001				

SUBCLIN 000321 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000321	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87362				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BY CIN: AB9IAF873620001				

SUBCLIN 000322 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000322	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87363				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BZ CIN: AB9IAF873630001				

SUBCLIN 000323 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000323	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87364				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CA CIN: AB9IAF873640001				

SUBCLIN 000324 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000324	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87366				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CB CIN: AB9IAF873660001				

SUBCLIN 000325 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000325	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87373				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CC CIN: AB9IAF873730001				

SUBCLIN 000326 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000326	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87374				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CD CIN: AB9IAF873740001				

SUBCLIN 000327 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000327	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87377				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CE CIN: AB9IAF873770001				

SUBCLIN 000328 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000328	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87380				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CF CIN: AB9IAF873800001				

SUBCLIN 000329 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000329	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87381				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CG CIN: AB9IAF873810001				

SUBCLIN 000330 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000330	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87383				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CH CIN: AB9IAF873830001				

SUBCLIN 000331 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000331	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87384				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CJ CIN: AB9IAF873840001				

SUBCLIN 000332 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000332	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87385				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CK CIN: AB9IAF873850001				

SUBCLIN 000333 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000333	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87386				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CL CIN: AB9IAF87386				

SUBCLIN 000334 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000334	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87388				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CM CIN: AB9IAF873880001				

SUBCLIN 000335 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000335	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87389				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CN CIN: AB9IAF873890001				

SUBCLIN 000336 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000336	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87390				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CP CIN: AB9IAF873900001				

SUBCLIN 000337 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000337	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87512				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CQ CIN: AB9IAF875120001				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000318:

Funding on SUBCLIN 000318 is initiated as follows:

ACRN: BV

CIN: AB9IAF872990001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B209C1C7299 820710

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000319:

Funding on SUBCLIN 000319 is initiated as follows:

ACRN: BW

CIN: AB9IAF873590001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E209D0C7359 820727

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000320:

Funding on SUBCLIN 000320 is initiated as follows:

ACRN: BX

CIN: AB9IAF873610001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E209A0C7361 820412

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000321:

Funding on SUBCLIN 000321 is initiated as follows:

ACRN: BY

CIN: AB9IAF873620001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B209C0C7362 820407

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000322:

Funding on SUBCLIN 000322 is initiated as follows:

ACRN: BZ

CIN: AB9IAF873630001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8X309B0C7363 820419

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000323:

Funding on SUBCLIN 000323 is initiated as follows:

ACRN: CA

CIN: AB9IAF873640001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B209B0C7364 820731

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000324:

Funding on SUBCLIN 000324 is initiated as follows:

ACRN: CB

CIN: AB9IAF873660001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E109C0C7366 820335

Increase: (b)(4)

Total (b)(4)

SUBCLIN 000325:

Funding on SUBCLIN 000325 is initiated as follows:

ACRN: CC

CIN: AB9IAF873730001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B209C2C7373 820709

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000326:

Funding on SUBCLIN 000326 is initiated as follows:

ACRN: CD

CIN: AB9IAF873740001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B118A0C7374 820386

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000327:

Funding on SUBCLIN 000327 is initiated as follows:

ACRN: CE

CIN: AB9IAF873770001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B109B0C7377 820401

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000328:

Funding on SUBCLIN 000328 is initiated as follows:

ACRN: CF

CIN: AB9IAF873800001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E109D0C7380 820719

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000329:

Funding on SUBCLIN 000329 is initiated as follows:

ACRN: CG

CIN: AB9IAF873810001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B109D0C7381 820403

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000330:

Funding on SUBCLIN 000330 is initiated as follows:

ACRN: CH

CIN: AB9IAF873830001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E109C1C7383 820803

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000331:

Funding on SUBCLIN 000331 is initiated as follows:

ACRN: CJ

CIN: AB9IAF873840001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E209C0C7384 820413

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000332:

Funding on SUBCLIN 000332 is initiated as follows:

ACRN: CK

CIN: AB9IAF873850001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E109C0C7385 820335

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000333:

Funding on SUBCLIN 000333 is initiated as follows:

ACRN: CL

CIN: AB9IAF873860001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E209D0C7386 820727

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000334:

Funding on SUBCLIN 000334 is initiated as follows:

ACRN: CM

CIN: AB9IAF873880001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8B109D0C7388 820403

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000335:

Funding on SUBCLIN 000335 is initiated as follows:

ACRN: CN

CIN: AB9IAF873890001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E109C1C7389 820803

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000336:

Funding on SUBCLIN 000336 is initiated as follows:

ACRN: CP

CIN: AB9IAF873900001

Acctng Data: 9780400.2520 8 BM GMD2 40603892C00 255Y S12135 MD8E109B2C7390 820795

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000337:

Funding on SUBCLIN 000337 is initiated as follows:

ACRN: CQ

CIN: AB9IAF875120001

Acctng Data: 9780400.2520 8 BM 2520 40603892C00 255Y S12135 MD8E109C1C7512 820803

Increase: (b)(4)

Total (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

I. Provide incremental funding for SubCLINs **000318** through **000337** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09
000320					30-Sep-09
000321					30-Sep-09
000322					30-Sep-09
000323					30-Sep-09
000324					30-Sep-09
000325					30-Sep-09
000326					30-Sep-09
000327					30-Sep-09
000328					30-Sep-09
000329					30-Sep-09

000330	(b)(4)	30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Jun-09
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

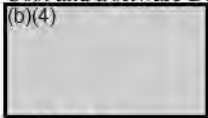
(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423 – Revision 1	20 November 2008	24
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	20 November 2008	3
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor, Rev 11.	March 2009	17
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	February 2008	6
6	SM-3 Program Schedule – Revision 3	20 November 2008	2
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	RESERVED		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists - Change 2	20 November 2008	11
10	MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions”, with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)	March 2009	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data – Revision 3	20 November 2008	4
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794 (b)(4)  CSDR Plan	March 2009	13
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	RESERVED		
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	February 2008	4
22	Flight Test Kits	February 2008	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00035		3. EFFECTIVE DATE 17-Jun-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	
			CODE	S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119
			X	10B. DATED (SEE ITEM 13) 14-May-2007
CODE 15090		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.				
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) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22, 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.) Modification Control Number: (b)(6) 2389 The purpose of this modification is to provide funding in the total amount of (b)(4) for CLIN 0001 under ACRN CR (SubCLIN 000118) . This modification also authorizes Raytheon to expend funding in the amount of (b)(4) (SLIN 000115) and (b)(4) (SLIN 000309) as cost. This funding for SLINs 000115 and 000309 was obligated under P00018. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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)			(b)(6)	
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	
(Signature of person authorized to sign)			16C. DATE SIGNED 17-Jun-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000118 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000118	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF95162				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CR CIN: AB9IAF951620001				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 000118:

Funding on SUBCLIN 000118 is initiated as follows:

ACRN: CR

CIN: AB9IAF951620001

Acctng Data: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9B209C0C5162 920328

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

I. Provide incremental funding for SubCLIN **000118** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09
000320					30-Sep-09
000321					30-Sep-09
000322					30-Sep-09
000323					30-Sep-09
000324					30-Sep-09
000325					30-Sep-09

000326	(b)(4)	30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Jun-09
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00036		3. EFFECTIVE DATE 12-Aug-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22, 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.) Modification Control Number: (b)(6) 092984 The purpose of this modification is to: (1) Provide earned incentive fee in accordance with the "Cost Plus Incentive Fee Schedule" in section B of the contract in the amount of (b)(4) for CLIN 0015 (Incentive Fee) under ACRN BQ (SubCLIN 001502); (2) Increase CLIN 0015 value by (b)(4) from (b)(4) to (b)(4) ; (3) Increase the contract value by (b)(4) from (b)(4) to (b)(4) ; and (4) Update MDA G-06 Allotment of Funds Clause (52.232-22) Limitation of Funds.							
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.							
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)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
(Signature of person authorized to sign)				12-Aug-2009			
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4).

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001502:

BQ: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9B209C0C1367 920328 (CIN AB9SCD913670001) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLIN **001502** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09
000320					30-Sep-09
000321					30-Sep-09
000322					30-Sep-09
000323					30-Sep-09
000324					30-Sep-09
000325					30-Sep-09
000326					30-Sep-09

000327	(b)(4)	30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00037		3. EFFECTIVE DATE 27-Aug-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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. 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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 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.) Modification Control Number: (b)(6) 93193 The purpose of this modification is to: (1) Provide incremental funding in the amount of (b)(4) for CLIN 0003 under ACRN BU (SubCLIN 000317); and (2) Update Clause G-06, Allotment of Funds. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				<div style="background-color: #cccccc; padding: 10px; min-height: 100px;">(b)(6)</div>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 27-Aug-2009			

SUMMARY OF CHANGES

Summary for the Payment Office

SUBCLIN 000317:

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLIN **000317** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08

000109	(b)(4)	30-Apr-08
000110		30-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000301		29-Feb-08
000302		31-Mar-08
000303		30-Sep-08
000304		30-Sep-08
000305		31-Dec-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		31-Dec-08
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		31-Dec-08
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09

000501	(b)(4)	30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00038		3. EFFECTIVE DATE 17-Sep-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22, 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.) Modification Control Number: (b)(6) 093525 The purpose of this modification is to 1) Provide incremental funding in the amount of (b)(4) or CLIN 0003 under ACRN BJ (SubCLIN 000310); and 2) Update clause G-06, Allotment of Funds. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.							
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)				(b)(6)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)						17-Sep-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 000310:

BJ: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109C0C6141 820335 (CIN AB9SCD861410003) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLIN **000310** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08

000109	(b)(4)	30-Apr-08
000110		30-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000301		29-Feb-08
000302		31-Mar-08
000303		30-Sep-08
000304		30-Sep-08
000305		31-Dec-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09

000501	(b)(4)	30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00039		3. EFFECTIVE DATE 25-Sep-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
			X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.						
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) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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 pursuant to FAR 52.222-32 "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.) Modification Control Number: (b)(6) 93652 The purpose of this modification is to provide incremental funding to CLIN 0004. This funding shall only be used for Block IA unique efforts on 12 Block IA missiles and Block IA/IB common efforts for all 24 missiles under CLIN 0004.						
15A. NAME AND TITLE OF SIGNER (Type or print)			<div style="background-color: #cccccc; padding: 20px; text-align: center;">(b)(6)</div>			
15B. CONTRACTOR/OFFEROR						
15C. DATE SIGNED						
(Signature of person authorized to sign)			16C. DATE SIGNED 25-Sep-2009			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000405 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000405	Incremental Funding CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB91AF96597				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CS CIN: AB91AF965970001				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4)
from (b)(4) to (b)(4)

SUBCLIN 000405:

Funding on SUBCLIN 000405 is initiated as follows:

ACRN: CS

CIN: AB91AF965970001

Acctng Data: 9790300.2520 9 BM 2520 40950000000 255Y S12135 MD9E209E0C6597 920812

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLIN **000405** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08

000308	(b)(4)	30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00040		3. EFFECTIVE DATE 30-Sep-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 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.) Modification Control Number: (b)(6) 93724 The purpose of this modification is to provide funding for earned incentive fee in the amount of (b)(4) or CLIN 0015 under ACRN BS (SubCLIN 001503) for completed deliveries on CLIN 0007; update Clause G-06 "Allotment of Funds."							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
(Signature of person authorized to sign)				30-Sep-2009			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001503 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001503	Incentive fee earned for CLIN 0007				(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BS				
	CIN: 00000000000000000000000000000000				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001503:

Funding on SUBCLIN 001503 is initiated as follows:

ACRN: BS

CIN: 00000000000000000000000000000000

Acctng Data: 97-11X8242 80JU 310 4Q452 0 068342 2D CCXT01 E5472425101P.

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

I. Provide incremental funding for SubCLIN **001503** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					28-Feb-11
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09
000320					30-Sep-09
000321					30-Sep-09
000322					30-Sep-09
000323					30-Sep-09
000324					30-Sep-09
000325					30-Sep-09
000326					30-Sep-09
000327					30-Sep-09
000328					30-Sep-09

000329	(b)(4)	30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00041		3. EFFECTIVE DATE 23-Oct-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY.. (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
			X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.						
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) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 "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.) Modification Control Number: (b)(6) 0170 The purpose of this modification is to provide incremental funding in the amount of (b)(4) to CLIN 0001.						
15A. NAME AND TITLE OF SIGNER (Type or print)			(b)(6)		Type or print)	
15B. CONTRACTOR/OFFEROR		16C. DATE SIGNED				
(Signature of person authorized to sign)		23-Oct-2009				
		15C. DATE SIGNED				

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.

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000119 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000119	Incremental Funding for CLIN 0001 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9IAF00353				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CT CIN: AB9IAF003530001				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 000119:

Funding on SUBCLIN 000119 is initiated as follows:

ACRN: CT

CIN: AB9IAF003530001

Acctng Data: 9700400.2520 10 BM 2520 40603892C00 255Y S12135 MD0B209C0C0353 020328

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLIN **000119** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08

000306	(b)(4)	30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00042		3. EFFECTIVE DATE 30-Oct-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	
			CODE	S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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.				
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) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 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.) Modification Control Number: (b)(6) 10238 The purpose of this modification is to provide an increment of funds in the amount of (b)(4) under ACRN "BU". (SubCLIN 000317) and update Clause G-06 "Allotment of Funds"				
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)		(b)(4), (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)				30-Oct-2009
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000317:

BU: 9790300.2520 9 BM 2520 40950000000 255Y S12135 MD9E209E0C4716 920812 (CIN 00000000000000000000000000000000) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLIN **000317** to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08

(b)(4)

[illegible]

000404	(b)(4)	31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00043		3. EFFECTIVE DATE 30-Oct-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 "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.) Modification Control Number: (b)(6) 0263 The purpose of this modification is to provide funding for earned incentive fee in the amount of (b)(4) for CLIN 0015 (SubCLIN 001502, ACRN BQ in the amount of (b)(4) and SubCLIN 001504, ACRN BR in the amount of (b)(4) for completed deliveries on CLIN 0001 and update Clause G-06 "Allotment of Funds."							
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)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
(Signature of person authorized to sign)				30-Oct-2009			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4).

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 001502

The CLIN extended description has changed from Incentive Fee earned for delivery of two (2) missiles for CLIN 0001 in accordance with the "Cost Plus Incentive Fee Schedule" and the "SM-3 Program Schedule" Attachment 6. to Incentive Fee earned for early delivery of missiles for CLIN 0001 in accordance with the "Cost Plus Incentive Fee Schedule" and the "SM-3 Program Schedule" Attachment 6..

SUBCLIN 001504 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001504	Earned Incentive Fee CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9IAF95159				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CU CIN: AB9IAF951590001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001504:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001502:

BQ: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9B209C0C1367 920328 (CIN AB9SCD913670001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001504:

Funding on SUBCLIN 001504 is initiated as follows:

ACRN: CU

CIN: AB9IAF951590001

Acctng Data: 9790400.2520 09 BM 2520 40603892C00 255Y S12135 MD9B209C0C5159 920328

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLINs **001502 and 001504** to reflect the lines of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

- (31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-

22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					28-Feb-11
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09
000320					30-Sep-09
000321					30-Sep-09
000322					30-Sep-09
000323					30-Sep-09
000324					30-Sep-09
000325					30-Sep-09
000326					30-Sep-09

000327	(b)(4)	30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
001504		31-Jan-10
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00044		3. EFFECTIVE DATE 11-Dec-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.222-32, "Limitation of Funds"							
E. IMPORTANT: Contractor <input 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.) Modification Control Number: (b)(6) 0663 The purpose of this modification is to: (1) Provide incremental funding in the amount of (b)(4) for CLIN 0003 under ACRN CV (SubCLIN 000338; and (2) Update MDA G-06, Allotment of Funds clause. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED				16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		11-Dec-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001504

The FSC code 1410 has been added.

The PROG code A20 has been added.

The WSC Equipment code 000 has been added.

The SIC code 9999 has been added.

The NAICS code 336414 has been added.

The MDAP/MAIS Code CAA has been added.

SUBCLIN 000338 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000338	Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9IAF01894				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CV				
	CIN: AB9IAF018940003				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000338:

INSPECT AT
OriginINSPECT BY
GovernmentACCEPT AT
OriginACCEPT BY
Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 000336:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-FEB-2008 TO 28-FEB-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 000337:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-FEB-2008 TO 28-FEB-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 000338:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-FEB-2008 TO 28-FEB-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 000338:

Funding on SUBCLIN 000338 is initiated as follows:

ACRN: CV

CIN: AB9IAF018940003

Acctg Data: 9700300.2520 10 BM 2520 40360000000 255Y S12135 MD0E209E3C1894 021479

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLINs **000338** to reflect the lines of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08

000310	(b)(4)	28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		30-Sep-10
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
001504		31-Jan-10
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00045		3. EFFECTIVE DATE 30-Dec-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY. (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED. (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED. (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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)							
See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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) FAR 52.232-22, "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.)							
Modification Control Number: (b)(6) 10770							
The purpose of this modification is to provide funding for earned incentive fee for CLIN 0015 under the following ACRNs: ACRN CU (SubCLIN 001504) (b)(4) ACRN CW (SubCLIN 001505) (b)(4) ACRN CX (SubCLIN 001506) (b)(4) and ACRN CY (SubCLIN 001507) (b)(4) or a total amount of (b)(4) for completed deliveries on CLIN 0001; and updated Clause G-06 "Allotment of Funds".							
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)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 30-Dec-2009			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001505 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001505	Incremental Funding for CLIN 0015 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9IAF93674				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CW CIN: AB9IAF936740001				

SUBCLIN 001506 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001506	Incremental Funding for CLIN 0001 CPIF Earned Incentive for CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: AB9IAF00354				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CX CIN: AB9IAF003540001				

SUBCLIN 001507 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001507	Incremental Funding for CLIN 0001 CPIF Earned Incentive Fee for CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: AB9IAF02196				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CY CIN: AB9IAF021960001				

SECTION G - CONTRACT ADMINISTRATION DATA.

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001504:

CU: 9790400.2520 09 BM 2520 40603892C00 255Y S12135 MD9B209C0C5159 920328 (CIN AB9IAF951590001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001505:

Funding on SUBCLIN 001505 is initiated as follows:

ACRN: CW

CIN: AB9IAF936740001

Acctng Data: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9B209C0C3674 920328

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001506:

Funding on SUBCLIN 001506 is initiated as follows:

ACRN: CX

CIN: AB9IAF003540001

Acctng Data: 9700400.2520 10 BM 2520 40603892C00 255Y S12135 MD0B209C0C0354 020328

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001507:

Funding on SUBCLIN 001507 is initiated as follows:

ACRN: CY

CIN: AB9IAF021960001

Acctng Data: 9700400.2520 10 BM 2520 40603892C00 255Y S12135 MD0E209B2C2196 020524

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLINs **001504, 001505, 001506, and 001507** to reflect the lines of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08

000309	(b)(4)	31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		30-Sep-10
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state

separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c). The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00046		3. EFFECTIVE DATE 04-Jan-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY: (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) 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:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 "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.) Modification Control Number: (b)(6) 0849 The purpose of this modification is to (1) provide an increment of funds in the amount of (b)(4) for CLIN 0001 under ACRN CZ (SubCLIN 000120) and (2) update Clause G-06 "Allotment of Funds." Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.							
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)				(b)(6)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)						04-Jan-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000120 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000120	Provide funding to CLIN 0001				(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CZ				
	CIN: AB9IAF021900001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000120:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4)

from (b)(4) to (b)(4)

SUBCLIN 000120:

Funding on SUBCLIN 000120 is initiated as follows:

ACRN: CZ

CIN: AB9IAF021900001

Acctng Data: 9700400.2520 10 BM 2520 40603892C00 255Y S12135 MD0E209B2C2190 020524

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Provide incremental funding for SubCLIN **000120** to reflect the lines of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09

000119

000120

000301

000302

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000323

000324

000325

000326

000327

000328

000329

000330

000331

000332

000333

000334

000335

000336

000337

000338

000401

000402

000403

000404

000405

000501

000701

000702

000801

000901

001501

(b)(4)

28-Feb-10

28-Feb-10

29-Feb-08

31-Mar-08

30-Sep-08

30-Sep-08

31-Dec-08

30-Sep-08

30-Sep-08

30-Sep-08

31-Dec-08

28-Feb-11

31-Dec-08

31-Dec-08

31-Dec-08

31-Dec-08

31-Dec-08

28-Feb-11

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

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30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-10

30-Sep-08

30-Sep-08

30-Sep-08

31-Mar-09

31-Jan-10

30-Nov-08

31-Jul-09

30-Sep-09

31-Dec-09

31-Dec-08

001502	(b)(4)	31-Dec-11
001503		31-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00047		3. EFFECTIVE DATE 12-Jan-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85709-9907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-0119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090				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. 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) 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(h).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.) Modification Control Number: (b)(6) 10901 The purpose of this modification is to deobligate funding from CLIN 0004 (SubCLIN 000404) in the amount of (b)(4) and update clause G-06 "Allotment of Funds" to reflect the deobligation.							
(b)(6) Document referenced in Item 9A or 14 (b)(6) (print) 15C. DATE SIGNED 1/12/10 30-105				(b)(6) (Type or print) Acting Officer 16C. DATE SIGNED 1/13/10 STANDARD FORM 30 (Rev. 10-83) Issued by GSA FPMR (48 CFR) 53.243			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000404:

BR: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9E209B1C1375 920562 (CIN 00000000000000000000000000000000) was decreased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

1. Deobligate funding from SubCLIN 000404 in the amount of (b)(4)

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08

000401	(b)(4)	30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 8		
2. AMENDMENT/MODIFICATION NO. P00048		3. EFFECTIVE DATE 09-Apr-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HC0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090				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. 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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) Mutual Agreement of the Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 101810 The purpose of this modification is to: 1) obligate funding from SubCLIN 000338 in the amount of (b)(4), 2) obligate funding on SubCLIN 000339 in the amount of (b)(4) 3) obligate funding on SubCLIN 000340 in the amount of (b)(4) 4) obligate funding on SubCLIN 000406 in the amount of (b)(4) 5) obligate funding on SubCLIN 000407 in the amount of (b)(4) 6) update Section G-06 "Allotment of Funds" to reflect corresponding funding actions.							
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.							
(b)(6)		(b)(6)		ER (Type or print) Contracting Officer			
15C. DATE SIGNED 4/12/10		16C. DATE SIGNED 4/13/2010		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FPMR (48 CFR) 53.243			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000339 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000339	Incremental funding CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04199				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DA CIN: AB9KLG041990001				

SUBCLIN 000340 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000340	CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9RAB04232				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DD CIN: AB9RAB042320001				

SUBCLIN 000406 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000406	Incremental Funding CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04206				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DB CIN: AB9KLG042060001				

SUBCLIN 000407 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000407	Incremental Funding CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04214				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DC CIN: AB9KLG042140001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000339:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000340:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000406:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000407:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 000338:

CV: 9700300.2520 10 BM 2520 40360000000 255Y S12135 MD0E209E3C1894 021479 (CIN AB91AF018940003) was decreased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 000339:

Funding on SUBCLIN 000339 is initiated as follows:

ACRN: DA

CIN: AB9KLG041990001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4199 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000340:

Funding on SUBCLIN 000340 is initiated as follows:

ACRN: DD

CIN: AB9RAB042320001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4232 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000406:

Funding on SUBCLIN 000406 is initiated as follows:

ACRN: DB

CIN: AB9KLG042060001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4206 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000407:

Funding on SUBCLIN 000407 is initiated as follows:

ACRN: DC

CIN: AB9KLG042140001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E2C4214 021354

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows:

1. Deobligate funding from SubCLIN 000338 in the amount of (b)(4), obligate funding on SubCLIN 000339 in the amount of (b)(4), obligate funding on SubCLIN 000340 in the amount of (b)(4), obligate funding on SubCLIN 000406 in the amount of (b)(4) and obligate funding on SubCLIN 000407 in the amount of (b)(4)

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

- (31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09

000119	(b)(4)	28-Feb-10
000120		28-Feb-10
000301		29-Feb-08
000302		31-Mar-08
000303		30-Sep-08
000304		30-Sep-08
000305		31-Dec-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		30-Sep-10
000339		28-Feb-11
000340		30-Sep-10
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000501		30-Nov-08
000701		31-Jul-09

000702	(b)(4)	30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. F00049		3. EFFECTIVE DATE 23-Apr-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 MS J 2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E HERMANS RD. TUCSON AZ 85705-9367				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119		
				X 10B. DATED (SEE ITEM 13) 14-May-2007		
CODE 15090		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. 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) 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:						
X D. OTHER (Specify type of modification and authority) Unilateral pursuant to FAR 52.232-22 "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.) Modification Control Number: (b)(6) 101958 The purpose of this modification is to (1) provide an increment of funds in the amount of (b)(4) to CLIN 0001 (ACRN CT, SubCLIN 000119) and (2) update Clause G-06 "Allotment of Funds."						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 27-Apr-2010		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000119:

CT: 9700400.2520 10 BM 2520 40603892C00 255Y S12135 MD0B209C0C0353 020328 (CIN AB9IAF003530001) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows:

1. Provide an increment of funding for SubCLIN 000119 in the amount of (b)(4)

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08

000108	(b)(4)	30-Jul-08
000109		30-Apr-08
000110		30-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
000301		29-Feb-08
000302		31-Mar-08
000303		30-Sep-08
000304		30-Sep-08
000305		31-Dec-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		31-Dec-08
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		30-Sep-10

000339	(b)(4)	28-Feb-11
000340		30-Sep-10
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000501		30-Nov-08
000701		31-Jul-09
000702		30-Sep-09
000801		
000901		31-Dec-09
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00050		3. EFFECTIVE DATE 28-Apr-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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.							
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 <input 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.) Modification Control Number: (b)(6) 02016 The purpose of this modification is to provide clarification on the ACRN CV deobligation under modification P00048. The disbursements against SubCLIN 000338 (ACRN CV) should be moved to SubCLIN 000340 (ACRN DD). Except as provided herein, all other terms and conditions remain unchanged.							
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)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
(Signature of person authorized to sign)				28-Apr-2010			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00051		3. EFFECTIVE DATE 04-May-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE HQ0276 MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		7. ADMINISTERED BY (If other than item 6) CODE S0305A DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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. 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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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 pursuant to FAR 52.232-22 "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.) Modification Control Number: (b)(6) 101996 The purpose of this modification is to 1) provide an increment of funding to CLIN 0015 as incentive fee for CLIN 0003 and CLIN 0009 deliveries. Funding is provided to SubCLIN 001508 (ACRN "DE"), 001509 (ACRN "DF") and 001510 (ACRN "AQ") in the respective amounts of (b)(4) (b)(4) and (b)(4) and 2) update clause G-06 "Allotment of Funds." Due to an administrative error in P00045, CLIN 0015 ceiling was not updated to incorporate the corresponding funding increase. This modification will administratively correct the CLIN 0015 ceiling value.							
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)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
(Signature of person authorized to sign)				04-May-2010			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001508 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001508	Incremental Funding for CLIN 0015 FFP Incentive fee earned for CLIN 0003 deliveries FOB: Destination PURCHASE REQUEST NUMBER: AB9IAF95095				(b)(4)
				NET AMT	
	ACRN DE CIN: AB9IAF950950001				

SUBCLIN 001509 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001509	Incremental funding for CLIN 0015 FFP Incentive fee earned for CLIN 0003 deliveries FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04204				(b)(4)
				NET AMT	
	ACRN DF CIN: AB9KLG042040001				

SUBCLIN 001510 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001510	Increment of funding for CLIN 0015 CPIF Incentive fee for CLIN 0009 deliveries FOB: Destination				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AQ CIN: 00000000000000000000000000000000				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001508:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001509:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001510:

INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001508:

Funding on SUBCLIN 001508 is initiated as follows:

ACRN: DE

CIN: AB9IAF950950001

Acctng Data: 9790300.2520 09 BM 2520 40950000000 255Y S12135 MD9E209E0C5095 920812

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001509:

Funding on SUBCLIN 001509 is initiated as follows:

ACRN: DF

CIN: AB9KLG042040001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4204 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001510:

Funding on SUBCLIN 001510 is initiated as follows:

ACRN: AQ

CIN: 00000000000000000000000000000000

Acctng Data: 97-11X8242 8WJU 310 4Q452 0 068342 2D CCXT01 H54GY425101P

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows:

1. Provide an increment of funding for SubCLINs 001508, 001509 and 001510 in the amounts of (b)(4) (b)(4) and (b)(4) respectively.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08

(b)(4)

30-Sep-08
31-Dec-08
30-Sep-08
30-Sep-08
30-Sep-08
31-Dec-08
28-Feb-11
31-Dec-08
31-Dec-08
31-Dec-08
31-Dec-08
31-Dec-08

28-Feb-11
30-Sep-09
30-Sep-09
30-Sep-09
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30-Sep-09
30-Sep-10
28-Feb-11
30-Sep-10
30-Sep-08
30-Sep-08
30-Sep-08
31-Mar-09
31-Jan-10
31-Dec-11
31-Dec-11
30-Nov-08
31-Jul-09
30-Sep-09

31-Dec-09
31-Dec-08
31-Dec-11

001503
 001504
 001505
 001506
 001507
001508
001509
001510

(b)(4)

31-Oct-09
 30-Apr-10
 30-Apr-10
 30-Apr-10
 30-Apr-10
30-Sep-10
30-Sep-10
30-Oct-10

TOTAL

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 28	
2. AMENDMENT/MODIFICATION NO. P00052		3. EFFECTIVE DATE 13-May-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DAHLGREN VA 22448-5154		CODE: HQ0276		7. ADMINISTERED BY (if earlier than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE: S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. ND0024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE: 15090		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. 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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) Mutual Agreement of the Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 102001 See Page 2 of Summary of Changes.							
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.							
(b)(6)		print)		(b)(6)		Type or print) ing Office	
		15C. DATE SIGNED 5/14/10				16C. DATE SIGNED 5/17/10	
		30-10				RD FORM 30 (Rev. 10-83) by GSA CIR) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**BLOCK 14 ADD'L DESCRIPTION**

The purpose of this modification is to:

- 1) Award Standard Missile – 3 (SM-3) United States (US) Spares Manufacturing Components CLIN 0013 as Cost-Plus-Incentive-Fee (CPIF) in the total amount of (b)(4) for a Period of Performance May 12, 2010 through March 31, 2011.
- 2) Award SM-3 Foreign Military Sales (FMS) Spares Manufacturing Components JA-P-FQV Case CLIN 0014 as CPIF in the total amount of (b)(4), for a Period of Performance May 12, 2010 through March 31, 2011.
- 3) Establish CLIN 0021 as an Option for SM-3 FMS Spares Manufacturing Components JA-P-FON Case as CPIF in the total amount of (b)(4) for a Period of Performance July 15, 2010 through March 31, 2011.
- 4) Establish CLIN 0022 as an Option for SM-3 FMS Inert Operational Missile (IOM) Spares Manufacturing Components as FFP in the total amount of (b)(4) for a Period of Performance July 15, 2010 through March 31, 2011.
- 5) Increase the contract ceiling value by (b)(4) from (b)(4) to (b)(4).
- 6) Provide funding in the amount of (b)(4) under ACRN DG SubCLIN 001302. (b)(4) for cost and (b)(4) for target fee.
- 7) Provide funding in the amount of (b)(4) under ACRN DH SubCLIN 001402. (b)(4) for cost and (b)(4) for target fee.
- 8) Update the Cost Plus Incentive Fee Schedule to include CLINs 0013, 0014, and 0021 (Option).
- 9) Update Section J, Exhibit/Attachment Table of Contents, to update Attachment 6 – Program Schedule, Attachment 9 – GFE/GFM Listing, Attachment 16 – Shipping Instruction Data, and to incorporate Attachment 20 – SM-3 Spares Manufacturing Components Material List.
- 10) Update MDA G-06 Allotment of Funds Clause.

Except as provided herein, all other conditions of the contract remain unchanged and in full force and effect.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4).

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0009 and 0012

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Above Target

Share Ratio

Below Target

(b)(4)

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6)

30 days ahead

60 days ahead

*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days.

** The target cost of each missile shall be determined based on the target cost of the applicable CLIN

SUMMARY:

Minimum Fee (min fee cost, no schedule)

Target Fee (target fee cost, 1 day ahead of schedule)

Maximum Fee (max fee cost, 60 days ahead of schedule)

(b)(4)

(b)(4)

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0013 and 0014 (Option CLIN 0021, if exercised)
*These are cost incentive CLINS only. There is not a schedule incentive associated with these CLINS.

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Share Ratio

Above Target

Below Target

(b)(4)

(b)(4)

CLIN 0013

The contract type has changed from FFP to CPIF.
The CLIN description has changed from Manufacturing Components Proposal - US to United States (US) Spares.

The CLIN extended description has changed from The contractor shall provide a firm fixed price proposal for the required manufacturing components for CLIN 0008 Manufacturing Components - US to Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block IA Spares material for the US Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20.

The target cost has increased by (b)(4) from (b)(4) to (b)(4).
The target profit/fee has increased by (b)(4) from (b)(4) to (b)(4).
The unit price amount (b)(4) has been deleted.
The FOB has changed from Destination to Origin.
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lot		(b)(4)

United States (US) Spares
CPIF
Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block IA Spares material for the US Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20
FOB: Origin

TARGET COST	(b)(4)
TARGET FEE	
TOTAL TGT COST + FEE	
MINIMUM FEE	
MAXIMUM FEE	
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

CLIN 0014

The contract type has changed from FFP to CPIF.

The CLIN description has changed from Mfr Components Proposal FMS: JA-P-LUX to Foreign Military Sales (FMS) Spares.

The CLIN extended description has changed from The contractor shall provide a firm fixed price proposal for the required manufacturing components for CLIN 0010 Manufacturing Components - FMS to Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block IA Spares material for the Foreign Military Sales (FMS) case "JA-P-FQV" Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20.

The target cost has increased by (b)(4) from (b)(4) to (b)(4)

The target profit/fee has increased by (b)(4) from (b)(4) to (b)(4)

The unit price amount (b)(4) has been deleted.

The FOB has changed from Destination to Origin.

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lot		(b)(4)

Foreign Military Sales (FMS) Spares

CPIF

Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block IA Spares material for the Foreign Military Sales (FMS) case "JA-P-FQV" Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20

FOB: Origin

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

(b)(4)

SUBCLIN 001302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001302	Incremental Funding CPIF RFA# AB9KLG04576 BASIC FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04576 TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ACRN DG CIN: AB9KLG045760001				(b)(4)

SUBCLIN 001402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001402	Incremental Funding CPIF MIPR# N0002410MP60645 FOB: Destination PURCHASE REQUEST NUMBER: N0002410MP60645 TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ACRN DH CIN: N0002410MP606450001				(b)(4)

CLIN 0016 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	RESERVED				(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0017 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	RESERVED				(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0018 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	RESERVED				(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0019 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	RESERVED				(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0020 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	RESERVED CPIF FOB: Destination				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0021 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		1	Lot		(b)(4)
OPTION	Foreign Military Sales (FMS) Spares CPIF Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block 1A Spares material for the FMS case "JA-P-FON" Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20 FOB: Origin				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0022 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Lot	(b)(4)	(b)(4)
OPTION	FMS Inert Operational Missile FFP Under this CLIN the contractor deliver a FMS IOM for cases "JA-P-FPP and JA-P- CAW" Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20 FOB: Origin				

NET AMT

(b)(4)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

CRITICAL HARDWARE HANDLING

All Hardware with the potential to result in a major schedule impact if damaged, special high dollar items as determined by the program (such as one-of-a-kind articles),-or hardware whose handling poses a risk beyond routine handling operation personnel or equipment, shall be considered Critical Hardware. All higher lever assemblies with Critical Hardware incorporated into it shall be considered Critical Hardware. Program and production management shall jointly identify critical hardware. The Critical Handling process for the SM-3 Program is detailed in RMS Document Number INST-SM3-008.

Removing a piece of Critical Hardware from a workbench, vehicle, or fixture and lifting or moving it to another workbench, vehicle, or fixture constitutes a Critical Lift. Critical Lifts require a team of Authorized Lifters as detailed by Work Instructions. Critical Lifts may not be performed without direction from Work Instructions. If Critical Lift direction has not been incorporated into Work Instructions, the lift may proceed by using Critical Lift/Move Check Sheet for Lifts/Moves with Pending Work Instruction.

Item 0001, 0003, and 0004 – The Contractor shall fabricate, test and deliver twenty-seven (27) for CLIN 0001 or twenty-four (24) for CLINS 0003 and 0004 SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Section B and Attachment 6. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744.

The Contractor shall fabricate each SM-3 Missile All Up Round for flight-testing to contain a Flight Termination System (FTS). The contractor shall provide the special test units and deliverable missile units listed below:

HARDWARE UNITS FOR TEST	QTY EA	REMARKS
ITEM 0001, 0003, 0004		
MANUFACTURING SURVEILLANCE MOTORS	QTY EA	REMARKS
Divert and Attitude Control Systems (DACS)	2	CLINs 0001, 0003, & 0004
Third Stage Rocket Motors (TSRM)	2	CLINs 0001, 0003, & 0004
Solids Divert and Attitude Control System (SDACS)	1	CLINs 0005, 0007, and 0009
TSRM	1	CLINs 0005, 0007 & 0009
DELIVERABLE MISSILE UNITS	QTY EA	REMARKS
ITEM 0001 Blk IA Rounds	27	
ITEM 0003 Blk IA Rounds	24	
ITEM 0004 Blk IA Rounds	24	

ITEM 0005 Blk IA Rounds (FMS Case JA-P-LUX)	9
ITEM 0007 Blk IA Rounds (FMS Case JA-P-LVK)	9
ITEM 0009 Blk IA Rounds (FMS Case JA-P-LUX)	9

Item 0002

The Contractor shall furnish data for Items 0001, 003, and 0004. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0005

The Contractor shall fabricate, test and deliver nine (9) SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Equipment/Material (GFE/M) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744. The FMS Case is JA-P-LUX and the LOA period of performance is September 2005 through February 2009. Only costs unique to FMS case JA-P-LUX may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. (b)(3);10 USC §130

(b)(3);10 USC §130

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LUX may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Item 0006

The Contractor shall furnish data for Items 0005, 0007, and 0009. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0007

The Contractor shall fabricate, test and deliver nine (9) SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744. The FMS Case is JA-P-LVK and the LOA period of performance is July 2006 through February 2010. Only costs unique to FMS case JA-P-LVK may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. (b)(3):10 USC §130

(b)(3):10 USC §130

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LVK may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Item 0008 -Reserved**Item 0009**

The Contractor shall fabricate, test and deliver nine (9) SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Equipment/Material (GFE/M) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744. The FMS Case is JA-P-LWA and the LOA period of performance is July 2006 through February 2010. Only costs unique to FMS case JA-P-LWA may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. (b)(3):10 USC §130

(b)(3):10 USC §130, (b)(3):10 USC §130c

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LWA may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item 0011, if exercised

The Contractor shall provide support for the manufacturing of the Block IA missile. This support shall include procurement of components for the purpose of mitigating and replacing obsolete missile subsystems. The Contractor shall continue updating the obsolete parts list for Block IA missile and make lifetime buys, as required.

Option Item 0012, if exercised

The Contractor shall procure, assemble, inspect, test and deliver 13 flight test kits as defined in Attachment 22 for converting tactical rounds into flight test missiles.

Items 0013

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in the Spares Manufacturing Components Material List - Attachment 20, SM-3 Repair Parts that meet the performance requirement of the appropriate SM-3 Prime Item Development Specification G670390. The Contractor shall ensure that all Government approved Class II changes prior to final delivery, are incorporated in the deliverable hardware. The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement. The Contractor shall prepare and deliver As Built Configuration Data for each end item. These spares shall be shipped in place FOB, Camden, AK or FOB, Tucson, AZ and accepted by DD Form 250.

Item 0014

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in the Spares Manufacturing Components Material List – Attachment 20, SM-3 Repair Parts that meet the performance requirement of the appropriate SM-3 Prime Item Development Specification G670390. The Contractor shall ensure that all Government approved Class II changes prior to final delivery, are incorporated in the deliverable hardware. The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement. The FMS Case is JA-P-FQV and the Letter of Offer and Acceptance (LOA) period performance is May 12, 2010 through March 31, 2011. Only costs unique to FMS case JA-P-FQV may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. The spares shall be shipped in place at FOB, Camden, AK or FOB, Tucson, AZ and accepted by DD Form 250.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designed herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense series takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-FQV may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item CLIN 0021, if exercised

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in the Spares Manufacturing Components Material List – Attachment 20, SM-3 Repair Parts that meet the performance requirement of the appropriate SM-3 Prime Item Development Specification G670390. The Contractor shall ensure that all Government approved Class II changes prior to final delivery, are incorporated in the deliverable hardware. The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement. The FMS Case is JA-P-FON and the LOA period performance is July 15, 2010 through March 31, 2011. Only costs unique to FMS case JA-P-FON may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. The spares shall be shipped in place at FOB, Camden, AK or FOB, Tucson, AZ and accepted by DD Form 250.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designed herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense series takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under

this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-FON may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item 0022, if exercised

The contractor shall deliver a SM-3 Block IA Inert Operating Missile (IOM) in accordance with Spares Manufacturing Components Material Lists - Attachment 20, and other applicable requirements of this contract. The contractor shall evaluate the hardware in its various sections, inspect all material, repair minor discrepancies and re-assemble the sections into the IOM. The contractor shall evaluate the current software contained in the unit and provide updates. The contractor shall test to assure compliance to specifications. The contractor shall package and prepare the IOM for shipment including packing the missile in the canister. The contractor shall provide documentation of the as built IOM. The IOM shall be shipped in place FOB Camden, AK or FOB Tucson, AZ and accepted by DD Form 250.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designed herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense series takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to the IOM Cases are JA-P-FPP and JA-P-CAW may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0021:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0022:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following have been modified:

Section E - Inspection and Acceptance

Inspection and Acceptance

Attachment 12, SM-3 All Up Round (AUR) Processing and Recertification Requirements – MD 57579, cites the criteria prior to issuing an AUR/GMR as a DD Form 250.

Items 0001, 0003, and 0004 – Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, “Material Inspection Receiving Report (MIRR)” by a representative of the Government at the Contractor’s All-Up-Round (AUR) facility. A DD Form 250 is required.

Items 0002 and 0006 – Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Exhibit A.

Item 0005– Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, “Material Inspection Receiving Report (MIRR)” by a representative of the Government at the Contractor’s All-Up-Round (AUR) facility.

(b)(3):10 USC §130

(b)(3):10 USC §130

A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document (s) for FMS Case JA-P-LUX under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Item 0007– Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, “Material Inspection Receiving Report (MIRR)” by a representative of the Government at the Contractor’s All-Up-Round (AUR) facility.

(b)(3):10 USC §130

(b)(3):10 USC §130

A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document (s) for FMS Case JA-P-LVK under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Item 0009– Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, “Material Inspection Receiving Report (MIRR)” by a representative of the Government at the Contractor’s All-Up-Round (AUR) facility.

(b)(3):10 USC §130

(b)(3):10 USC §130

(b)(3):10 USC §130

A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document (s) for FMS Case JA-P-LWAD under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Item 0013 - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility.

Item 0014 - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility.

(b)(3):10 USC §130

(b)(3):10 USC §130

(b)
(3):10

A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document(s) for FMS Case JA-P-FQV under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Option Item 21, if exercised - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility.

(b)(3):10 USC §130

(b)(3):10 USC §130

(b)(3):10 USC §130

A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document(s) for FMS Case JA-P-FON under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Option Item 22, if exercised - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility.

(b)(3):10 USC §130

(b)(3):10 USC §130

(b)(3):10 USC §130

A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document(s) for FMS Cases JA-P-FPP and JA-P-CAW under this contract will be forwarded to both MDA/AB and MDA/AB-I.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0013 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 20-MAR-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Origin	HQ0276

The following Delivery Schedule item for CLIN 0014 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 20-MAR-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Origin	HQ0276

The following Delivery Schedule item has been added to CLIN 0021:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 15-JUL-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276
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The following Delivery Schedule item has been added to CLIN 0022:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following have been modified:

Deliveries or Performance

All supplies to be furnished hereunder shall be delivered free of expense to the Government in accordance with instructions specified in clause FAR 552.247-29 "F.O.B. ORIGIN," at or near RMS AUR Camden and/or RMS FACO, Tucson for shipment as follows below. The Government will be responsible for paying for transportation between Government facilities.

Transportation of Navy owned ordnance material shall be accomplished in accordance with DOD 5100.76-M. The Navy implementing instruction is set forth in OP 2165.

All Contractor and Government owned data, software and hardware, including test equipment and fixtures, used on STANDARD Missile programs to be shipped by a Contractor shall be shipped at the Contractor's expense. Ship by most economical means to meet program schedules and requirements.

Items 0001, 0003, 0004, 0005, 0007, and 0009 – All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden AK, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3.

Items 0002 and 0006 – The data to be furnished hereunder shall be delivered to the destinations and at the times specified in Exhibit A, Exhibit B, and Appendix B of Attachment 3.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the COR, with a copy to the cognizant Contract Administration Office. The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within sixty (60) days prior to the first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to AEGIS BMD, with a copy to the cognizant Contract Administration Office. FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act, Section 10721 rates do not apply.

The Government reserves the right to require the Contractor to Deliver-in-Place or otherwise store at no additional cost to the Government, any or all items until required for final delivery to the installation activity. In addition, phased delivery shall be accommodated and supported by the Contractor as required by the Government.

Item 0013 - All supplies hereunder shall be shipped in place free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden, AK or FOB Tucson, AZ and accepted by DD Form 250 for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3.

Item 0014 and 0021 (Option)- All supplies hereunder shall be shipped in place free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden, AK or FOB Tucson, AZ and accepted by DD Form 250 for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3.

Item 0022 (Option) - All supplies hereunder shall be shipped in place free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden, AK or FOB Tucson, AZ and accepted by DD Form 250 for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3. The IOM will remain in Raytheon's possession until the final sale of the last CLIN 0009 FMS Missile.

The following have been added by full text:

H-15 EXERCISE OF OPTIONS (MAY 2005)

Any option under this contract shall be exercised by a unilateral contract modification signed by the Contracting Officer. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in the unilateral contract modification. The Government may exercise from time to time, either in whole or in part, some or all the option line items. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
0003	15 February 2008
0004	30 April 2008
0009	29 February 2008
0012	30 May 2008
0021	15 July 2010
0022	15 July 2010

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001302:

Funding on SUBCLIN 001302 is initiated as follows:

ACRN: DG

CIN: AB9KLG045760001

Acctng Data: 9700400,2520 10 BM 2520 40603892C00 255Y S12135 MD0E109C9C4576 021260

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001402:

Funding on SUBCLIN 001402 is initiated as follows:

ACRN: DH

CIN: N0002410MP606450001

Acctng Data: 97-11X8242 2862 310 74622 0 065916 2D PJA344826660010FQV

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows:

1. Provide an increment of funding for SubCLINs 001302 and 001402 in the amounts of (b)(4) and (b)(4) respectively.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(31) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract

subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S) AWARDED	ALLOTTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
	(b)(4)				
000101					29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					28-Feb-11
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					

000317	(b)(4)	28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		30-Sep-10
000339		28-Feb-11
000340		30-Sep-10
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Sep-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		

000901	(b)(4)	31-Dec-09
CLIN 0009		
Total		
001302		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		31-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		30-Sep-10
001510		30-Oct-10
CLIN 0015		
Total		
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	20 November 2008	24
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	20 November 2008	3
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor	March 2009	17
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	February 2008	6
6	SM-3 Program Schedule	12 May 2010	1
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	RESERVED		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists - Change 2	12 May 2010	11
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)	March 2009	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	12 May 2010	4
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794 (b)(4) DD2794 (b) DD2794 (b)(4) DD2794 (b)(4) DD2794 CSDR Plan	March 2009	13
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	12 May 2010	4
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	February 2008	4
22	Flight Test Kits	February 2008	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. P00053		3. EFFECTIVE DATE 23-Jun-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) 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:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 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.) Modification Control Number: (b)(6) 102415 Please see Page 2 "Summary of Changes."							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED				16C. DATE SIGNED	
(Signature of person authorized to sign)						23-Jun-2010	

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.

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**SUMMARY OF CHANGES CONT**

The purpose of this modification is to:

- 1). Provide funding in the amount of (b)(4) to CLIN 0003 (SubCLIN 000341, ACRN DJ)
- 2). Provide funding in the amount of (b)(4) to CLIN 0004 (SubCLIN 000408, ACRN DK)
- 3). Provide funding in the amount of (b)(4) to CLIN 0013 (SubCLIN 001303, ACRN DL)
- 4). Administratively correct multiple values in the funding chart of clause G-06 ALLOTMENT OF FUNDS (MAY 2005). In P00052, the "TARGET FEE" column of the funding chart for SubCLIN 001302 should have been (b)(4). Also, the "ALLOTED TO COST" and "TARGET FEE" values for SubCLINs 000339, 000406, and 000407 were incorrectly calculated which resulted in an uneven ratio based on the contractual fee structure. The "TOTAL ALLOTED TO CPIF" for each SubCLIN remains unchanged. A summary of the corrected values are:

SubCLIN	ALLOTED TO COST	TARGET FEE	TOTAL
000339	(b)(4)		
000406			
000407			

The funding chart in clause G-06 is hereby updated with the changes above.

SUMMARY OF CHANGES**SECTION B - SUPPLIES OR SERVICES AND PRICES**

SUBCLIN 000341 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000341	Incremental Funding CLIN 0003 CPIF Provide increment of funding to CLIN 0003 FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG05102				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DJ CIN: AB9KLG051020003				

SUBCLIN 000408 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000408	Incremental Funding CPIF Provide an increment of funds to CLIN 0004 FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG05104				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DK CIN: AB9KLG051040004				

SUBCLIN 001303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001303	Incremental Funding for CLIN 0013 CPIF Provide an increment of funding to CLIN 0013 FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG05107				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DL CIN: AB9KLG051070013				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000341:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000408:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000341:

Funding on SUBCLIN 000341 is initiated as follows:

ACRN: DJ

CIN: AB9KLG051020003

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C5102 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000408:

Funding on SUBCLIN 000408 is initiated as follows:

ACRN: DK

CIN: AB9KLG051040004

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C5104 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001303:

Funding on SUBCLIN 001303 is initiated as follows:

ACRN: DL

CIN: AB9KLG051070013

Acctng Data: 9700400.2520 10 BM 2520 40603892C00 255Y S12135 MD0E109C9C5107 021260

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

- a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set

forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					28-Feb-11
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09

000320	(b)(4)	30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		

000901	(b)(4)	31-Dec-09
CLIN 0009		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		30-Sep-10
001510		30-Sep-10
CLIN 0015		
Total		
Total		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00054	3. EFFECTIVE DATE 24-Jun-2010	4. REQUESTION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 180 DAHLGREN VA 22448-5154	CODE: HQ0278	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11307 BLDG 801 M/S 04 TUCSON AZ 85734-1307		CODE: S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85705-9087			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-8118		
			X 10B. DATED (SEE ITEM 13) 14-May-2007		
CODE: 15090 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. 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 item 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. In the event 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 CONTRACT 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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCI section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 02552 The purpose of this modification is to: 1) replace Attachment 18-Cost and Software Data Reporting Plan in its entirety; and 2) Update Section J of the contract to reflect the revised Attachment 18. This change is incorporated at no additional cost to the contract. Except as provided herein, all other conditions of the contract remain unchanged and in full force and effect.					
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.					
(b)(6)		print)		(b)(6)	
		15C. DATE SIGNED 6/25/10		16C. DATE SIGNED 6/28/2010	
APPROVED BY OIRM 11-84		30-10		FORM 30 (Rev. 10-83) CSA R 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	20 November 2008	24
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	20 November 2008	3
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor	March 2009	17
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide -Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	February 2008	6
6	SM-3 Program Schedule	12 May 2010	1
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	RESERVED		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists - Change 2	20 November 2008	11
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)	March 2009	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	12 May 2010	4
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan (b)(4)	23 June 2010	12
19	FMS SM-3 BIK 1A Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	12 May 2010	4
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	February 2008	4
22	Flight Test Kits	February 2008	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00055	3. EFFECTIVE DATE 29-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 180 DAHLGREN VA 22448-5154		H00276	7. ADMINISTERED BY (If other than Item 6) CODE DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 MS D4 TUCSON AZ 85734-1337	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85708-9387			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-8119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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. 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) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.222-32, Limitation of Funds; Mutual Agreement of Both Parties				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 02594 The purpose of this modification is to obligate FY09 procurement funding in the amount of (b)(4) to CLIN 0015. Raytheon shall not submit an invoice against the amount stated until authorized by the Contracting Officer.				
Document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
(b)(6)		print)		
		(b)(6)		
		15C. DATE SIGNED 6/30/10		
		16C. DATE SIGNED 6/30/2010		
APPROVED BY OIRM 11-84		FORM 30 (Rev. 10-83) by GSA FR) 53.243		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001511 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001511	Incremental Funding CPIF This is FY09 procurement funding FOB: Origin				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CS CIN: 00000000000000000000000000000000				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001511:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 001511:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 14-MAY-2007 TO 28-FEB-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001511:

Funding on SUBCLIN 001511 is initiated as follows:

ACRN: CS

CIN: 00000000000000000000000000000000

Acctng Data: 9790300.2520 9 BM 2520 40950000000 255Y S12135 MD9E209E0C6597 920812

Increase (b)(4)

Total (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

- a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08

000104	(b)(4)	29-Feb-08
000105		29-Feb-08
000106		29-Feb-08
000107		31-Jul-08
000108		31-Jul-08
000109		30-Apr-08
000110		31-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001 Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09

000330	(b)(4)	30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
CLIN 0009 Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
001402		31-Mar-11

CLIN 0014	(b)(4)	
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		30-Sep-10
001510		30-Sep-10
001511		28-Feb-11
CLIN 0015		
Total		
Total		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

10A, as heretofore changed, remains unchanged and in full force and effect.

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:BLOCK 14 ADD'L DESCRIPTION

The purpose of this modification is:

1. Exercise Option CLIN 0021 Foreign Military Sales (FMS) Spares with a Period of Performance July 15, 2010 through September 30, 2011. The Period of Performance end date was changed from March 31, 2011 to September 30, 2011.
2. Exercise Option CLIN 0022 FMS Inert Operational Missile (IOM) with a Period of Performance July 15, 2010 through September 30, 2011. The Period of Performance end date was changed from March 31, 2011 to September 30, 2011.
3. Changed the Period of Performance end date for CLIN 0013 and CLIN 0014 from March 31, 2011 to September 30, 2011.
4. Provide incremental funding in the total amount of (b)(4) for CLIN 0021 FMS Spares.
5. Provide funding in the total amount of (b)(4) for CLIN 0022 FMS IOM.
6. Incorporate a Milestone Payment Schedule in Section H for CLIN 0022 FMS IOM.
7. Update the Cost Plus Incentive Fee Schedule table to remove "Option" from CLIN 0021.
8. Update Attachment 9 – Government Furnished Equipment and Material List to include IOM material.
9. Update Attachment 20 – SM-3 Spares Manufacturing Components Material List to reflect updated part numbers and quantity.
10. Update Attachment 6 – Program Schedule, Attachment 9 – GFE/GFM Listing, Attachment 16 – Shipping Instruction Data, and Attachment 20 – SM-3 Spares Manufacturing Components Material List in Section J, Exhibit/Attachment Table of Contents, to reflect all changes made.
11. Update MDA G-06, Allotment of Funds Clause.

Except as provided herein, all other conditions of the contract remain unchanged and in full force and effect.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0021

The option status has changed from Option to Option Exercised.

CLIN 0022

The option status has changed from Option to Option Exercised.

SUBCLIN 002101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002101	Incremental Funding CPIF This funding is obligated for the "Booster" under the FMS case JA-P-FON. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP60859				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DM CIN: N0002410MP608590001				

SUBCLIN 002102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002102	Incremental funding CPIF This funding is obligated for the "Kinetic Warhead (KW) " under the FMS case JA-P-FON. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP60859AB TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ACRN DN CIN: N0002410MP60859AB0001				(b)(4)

SUBCLIN 002103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002103	Incremental Funding CPIF This funding is obligated for All other Spares material under the FMS case JA-P-FON, excepted for the Booster & KW. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP60859AC TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ACRN DP CIN: N0002410MP60859AC0001				(b)(4)

SUBCLIN 002201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002201	Funding FFP This funding is being provided to fund the SM-3 Kinetic Warehead (KW) for the Inert Operational Missile (IOM) under FMS Case: JA-P-FPP. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP61140			(b)(4)	(b)(4)
NET AMT					
ACRN DQ CIN: N0002410MP611400001					

SUBCLIN 002202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002202	Funding FFP This funding is being provided to fund the Long Lead Materials for Inert Operational Missile (IOM) under FMS Case: JA-P-CAW. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP61125			(b)(4)	(b)(4)
NET AMT					
ACRN DR CIN: N0002410MP611250001					

The following have been modified:

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0009 and 0012

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Above Target

Share Ratio

Below Target

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6)

30 days ahead

60 days ahead

*Calculated per missile and is prorated by day ahead of contract, up to 60 days.

** The target cost of each missile shall be determined based on the target cost of the applicable CLIN

SUMMARY:

Minimum Fee (min fee cost, no schedule)

Target Fee (target fee cost, 1 day ahead of schedule)

Maximum Fee (max fee cost, 60 days ahead of schedule)

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0013, 0014, and 0021

*These are cost incentive CLINS only. There is not a schedule incentive associated with these CLINS.

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Share Ratio

Above Target

Below Target

(b)(4)

A large rectangular area of the document is redacted with a solid gray fill. It covers the right side of the page, starting from the 'Total Estimated Costs' line and extending down past the 'Share Ratio' lines.

(b)(4)

A small rectangular area of the document is redacted with a solid gray fill. It is located to the right of the 'Above Target' and 'Below Target' text, between the 'Share Ratio' lines.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

CRITICAL HARDWARE HANDLING

All Hardware with the potential to result in a major schedule impact if damaged, special high dollar items as determined by the program (such as one-of-a-kind articles),-or hardware whose handling poses a risk beyond routine handling operation personnel or equipment, shall be considered Critical Hardware. All higher lever assemblies with Critical Hardware incorporated into it shall be considered Critical Hardware. Program and production management shall jointly identify critical hardware. The Critical Handling process for the SM-3 Program is detailed in RMS Document Number INST-SM3-008.

Removing a piece of Critical Hardware from a workbench, vehicle, or fixture and lifting or moving it to another workbench, vehicle, or fixture constitutes a Critical Lift. Critical Lifts require a team of Authorized Lifters as detailed by Work Instructions. Critical Lifts may not be performed without direction from Work Instructions. If Critical Lift direction has not been incorporated into Work Instructions, the lift may proceed by using Critical Lift/Move Check Sheet for Lifts/Moves with Pending Work Instruction.

Item 0001, 0003, and 0004 – The Contractor shall fabricate, test and deliver twenty-seven (27) for CLIN 0001 or twenty-four (24) for CLINS 0003 and 0004 SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Section B and Attachment 6. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744.

The Contractor shall fabricate each SM-3 Missile All Up Round for flight-testing to contain a Flight Termination System (FTS). The contractor shall provide the special test units and deliverable missile units listed below:

HARDWARE UNITS FOR TEST	QTY EA	REMARKS
ITEM 0001, 0003, 0004		
MANUFACTURING SURVEILLANCE MOTORS	QTY EA	REMARKS
Divert and Attitude Control Systems (DACS)	2	CLINs 0001, 0003, & 0004
Third Stage Rocket Motors (TSRM)	2	CLINs 0001, 0003, & 0004
Solids Divert and Attitude Control System (SDACS)	1	CLINs 0005, 0007, and 0009
TSRM	1	CLINs 0005, 0007 & 0009
DELIVERABLE MISSILE UNITS	QTY EA	REMARKS
ITEM 0001 Blk IA Rounds	27	
ITEM 0003 Blk IA Rounds	24	
ITEM 0004 Blk IA Rounds	24	
ITEM 0005 Blk IA Rounds	9	

(FMS Case JA-P-LUX)

ITEM 0007 Blk IA Rounds 9
(FMS Case JA-P-LVK)

ITEM 0009 Blk IA Rounds 9
(FMS Case JA-P-LUX)

Item 0002

The Contractor shall furnish data for Items 0001, 003, and 0004. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0005

The Contractor shall fabricate, test and deliver nine (9) SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Equipment/Material (GFE/M) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744. The FMS Case is JA-P-LUX and the LOA period of performance is September 2005 through February 2009. Only costs unique to FMS case JA-P-LUX may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. (b)(3);10 USC §130,(b)(5)
(b)(3);10 USC §130,(b)(5)

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LUX may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Item 0006

The Contractor shall furnish data for Items 0005, 0007, and 0009. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available

real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0007

The Contractor shall fabricate, test and deliver nine (9) SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744. The FMS Case is JA-P-LVK and the LOA period of performance is July 2006 through February 2010. Only costs unique to FMS case JA-P-LVK may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. (b)(3):10 USC

(b)(3):10 USC §130,(b)(5)

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LVK may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Item 0008 -Reserved**Item 0009**

The Contractor shall fabricate, test and deliver nine (9) SM-3 Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Equipment/Material (GFE/M) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of SM-3 WS33744. The FMS Case is JA-P-LWA and the LOA period of performance is July 2006 through February 2010. Only costs unique to FMS case JA-P-LWA may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. (b)(3):10 USC §130,(b)(5)

(b)(3):10 USC §130,(b)(5)

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LWA may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item 0011, if exercised

The Contractor shall provide support for the manufacturing of the Block IA missile. This support shall include procurement of components for the purpose of mitigating and replacing obsolete missile subsystems. The Contractor shall continue updating the obsolete parts list for Block IA missile and make lifetime buys, as required.

Option Item 0012, if exercised

The Contractor shall procure, assemble, inspect, test and deliver 13 flight test kits as defined in Attachment 22 for converting tactical rounds into flight test missiles.

Items 0013

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in the Spares Manufacturing Components Material List - Attachment 20, SM-3 Repair Parts that meet the performance requirement of the appropriate SM-3 Prime Item Development Specification G670390. The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement. The Contractor shall prepare and deliver As Built Configuration Data for each end item. These spares shall be shipped in place FOB, Camden, AK or FOB, Tucson, AZ and accepted by DD Form 250.

Item 0014

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in the Spares Manufacturing Components Material List – Attachment 20, SM-3 Repair Parts that meet the performance requirement of the appropriate SM-3 Prime Item Development Specification G670390. The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement. The FMS Case is JA-P-FQV and the Letter of Offer and Acceptance (LOA) period performance is May 12, 2010 through September 30, 2011. Only costs unique to FMS case JA-P-FQV may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. The spares shall be shipped in place at FOB, Camden, AK or FOB, Tucson, AZ and accepted by DD Form 250.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designed herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense series takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-FQV may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item CLIN 0021

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in the Spares Manufacturing Components Material List – Attachment 20, SM-3 Repair Parts that meet the performance requirement of the appropriate SM-3 Prime Item Development Specification G670390. The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement. The FMS Case is JA-P-FON and the LOA period performance is July 15, 2010 through September 30, 2011. Only costs unique to FMS case JA-P-FON may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. The spares shall be shipped in place at FOB, Camden, AK or FOB, Tucson, AZ and accepted by DD Form 250.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designed herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense series takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under

this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-FON may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item 0022

The contractor shall deliver a SM-3 Block IA Inert Operating Missile (IOM) in accordance with Spares Manufacturing Components Material Lists - Attachment 20, and other applicable requirements of this contract. The contractor shall evaluate the hardware in its various sections, inspect all material, repair minor discrepancies and re-assemble the sections into the IOM. The contractor shall evaluate the current software contained in the unit and provide updates. The contractor shall test to assure compliance to specifications. The contractor shall package and prepare the IOM for shipment including packing the missile in the canister. The contractor shall provide documentation of the as built IOM. The IOM shall be shipped in place FOB Camden, AK or FOB Tucson, AZ and accepted by DD Form 250.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designed herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense series takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to the IOM Cases are JA-P-FPP and JA-P-CAW may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 002101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following have been modified:

Section E - Inspection and Acceptance

Inspection and Acceptance

Attachment 12, SM-3 All Up Round (AUR) Processing and Recertification Requirements – MD 57579, cites the criteria prior to issuing an AUR/GMR as a DD Form 250.

Items 0001, 0003, and 0004 – Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, “Material Inspection Receiving Report (MIRR)” by a representative of the Government at the Contractor’s All-Up-Round (AUR) facility. A DD Form 250 is required.

Items 0002 and 0006 – Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Exhibit A.

Item 0005– Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, “Material Inspection Receiving Report (MIRR)” by a representative of the Government at the Contractor’s All-Up-Round (AUR) facility.

(b)(3)-10 USC §130

(b)(3)-10 USC §130 A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document (s) for FMS Case JA-P-LUX under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Item 0007— Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility.

(b)(3);10 USC §130

(b)(3);10 USC §130 A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document (s) for FMS Case JA-P-LVK under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Item 0009— Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 12. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility.

(b)(3);10 USC §130

(b)(3);10 USC §130 A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document (s) for FMS Case JA-P-LWAD under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Item 0013 - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility.

Item 0014 - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility. (b)(3);10 USC §130

(b)(3);10 USC §130

(b)(3);10 USC §130 A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document(s) for FMS Case JA-P-FQV under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Option Item 21 - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility. (b)(3);10 USC §130

(b)(3);10 USC §130

(b)(3);10 USC §130 A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document(s) for FMS Case JA-P-FON under this contract will be forwarded to both MDA/AB and MDA/AB-I.

Option Item 22 - Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's All-Up-Round (AUR) facility. (b)(3);10 USC §130

(b)(3);10 USC §130

(b)(3);10 USC §130 A DD Form 250 is required. Two (2) copies of DD Form 250 and any other transportation document(s) for FMS Cases JA-P-FPP and JA-P-CAW under this contract will be forwarded to both MDA/AB and MDA/AB-I.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0013 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6); MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6); MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001302:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001303:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

The following Delivery Schedule item for CLIN 0014 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001402:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAY-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

The following Delivery Schedule item for CLIN 0021 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 002101:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 002102:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 15-JUL-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276
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The following Delivery Schedule item has been added to SUBCLIN 002103:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item for CLIN 0022 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 31-MAR-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 002201:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 002202:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 30-SEP-2011	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following have been modified:

Deliveries or Performance

All supplies to be furnished hereunder shall be delivered free of expense to the Government in accordance with instructions specified in clause FAR 552.247-29 "F.O.B. ORIGIN," at or near RMS AUR Camden and/or RMS FACO, Tucson for shipment as follows below. The Government will be responsible for paying for transportation between Government facilities.

Transportation of Navy owned ordnance material shall be accomplished in accordance with DOD 5100.76-M. The Navy implementing instruction is set forth in OP 2165.

All Contractor and Government owned data, software and hardware, including test equipment and fixtures, used on STANDARD Missile programs to be shipped by a Contractor shall be shipped at the Contractor's expense. Ship by most economical means to meet program schedules and requirements.

Items 0001, 0003, 0004, 0005, 0007, and 0009 – All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden AK, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3.

Items 0002 and 0006 – The data to be furnished hereunder shall be delivered to the destinations and at the times specified in Exhibit A, Exhibit B, and Appendix B of Attachment 3.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the COR, with a copy to the cognizant Contract Administration Office. The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within sixty (60) days prior to the first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to AEGIS BMD, with a copy to the cognizant Contract Administration Office. FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act, Section 10721 rates do not apply.

The Government reserves the right to require the Contractor to Deliver-in-Place or otherwise store at no additional cost to the Government, any or all items until required for final delivery to the installation activity. In addition, phased delivery shall be accommodated and supported by the Contractor as required by the Government.

Item 0013 - All supplies hereunder shall be shipped in place free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden, AK or FOB Tucson, AZ and accepted by DD Form 250 for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3.

Item 0014 and 0021 - All supplies hereunder shall be shipped in place free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden, AK or FOB Tucson, AZ and accepted by DD Form 250 for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3.

Item 0022 - All supplies hereunder shall be shipped in place free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden, AK or FOB Tucson, AZ and accepted by DD Form 250 for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3. The IOM will remain in Raytheon's possession until the final sale of the last CLIN 0009 FMS Missile.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002101:

Funding on SUBCLIN 002101 is initiated as follows:

ACRN: DM

CIN: N0002410MP608590001

Acctng Data: 97-11X8242 2862 310 74622 0 065916 2D PJA345009560010FON

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002102:

Funding on SUBCLIN 002102 is initiated as follows:

ACRN: DN

CIN: N0002410MP60859AB0001

Acctng Data: 97-11X8242 2862 310 74622 0 065916 2D PJA345009560060FON

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002103:

Funding on SUBCLIN 002103 is initiated as follows:

ACRN: DP

CIN: N0002410MP60859AC0001

Acctng Data: 97-11X8242 2862 310 74622 0 065916 2D PJA344009560120FON

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002201:

Funding on SUBCLIN 002201 is initiated as follows:

ACRN: DQ

CIN: N0002410MP611400001

Acctng Data: 97-11X8242 2862 310 74622 0 065916 2D PJA395016660010FPP

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002202:

Funding on SUBCLIN 002202 is initiated as follows:

ACRN: DR

CIN: N0002410MP611250001

Acctng Data: 97-11X8242 2862 310 74622 0 065916 2D PJA394914160060CAW

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

- a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08

000305	(b)(4)	30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11

CLIN 0004 Total	(b)(4)	
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
CLIN 0009 Total		
001302		31-Sep-11
001303		31-Sep-11
CLIN 0013 Total		
001402		31-Sep-11
CLIN 0014 Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021 Total		
002201		30-Sep-11
002202		30-Sep-11
CLIN 0022 Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		30-Sep-10

001510	(b)(4)	30-Sep-10
001511		28-Feb-11
CLIN 0015		
Total		
Total		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

MILESTONE PAYMENT SCHEDULE

Milestones, billing percentages and payment amounts for the Foreign Sales Military (FMS) Inert Operational Missile (IOM) for CLIN 0022 are as follows:

<u>SubCLIN</u>	<u>ACRN</u>	<u>Date</u>	<u>Milestone Event</u>	<u>Payment %</u>	<u>Payment</u>
002201	DQ	August 2010	Time of Award	(b)(4)	
002201	DQ	September 2010	Delivery		
002202	DR	August 2010	Time of Award		
002202	DR	September 2010	Delivery		

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	20 November 2008	24
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	20 November 2008	3
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor	March 2009	17
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide –Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	February 2008	6
6	SM-3 Program Schedule	15 July 2010	1
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	RESERVED		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists	15 July 2010	3
10	MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions”, with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)	March 2009	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	15 July 2010	4
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan (b)(4)	23 June 2010	12
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010	4
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	February 2008	4
22	Flight Test Kits	February 2008	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00057		3. EFFECTIVE DATE 05-Aug-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		5. PROJECT NO. (If applicable) S0305A
7. ADMINISTERED BY.. (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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.				
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) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 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.) Modification Control Number: (b)(6) 02948 The purpose of this modification is to provide an increment of funds to CLIN 0009 (SubCLIN 000902; ACRN AQ) and consequently update Section G-06 "Allotment of Funds."				
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)		(b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)				05-Aug-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000902 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000902	Funding CLIN 0009 CPIF MIPR N0002408MP50661-01 FOB: Destination				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AQ CIN: 00000000000000000000000000000000				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000902:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000902:

Funding on SUBCLIN 000902 is initiated as follows:

ACRN: AQ

CIN: 00000000000000000000000000000000

Acctng Data: 97-11X8242 8WJU 310 4Q452 0 068342 2D CCXT01 H54GY425101P

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

- a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09

000119	(b)(4)	28-Feb-10
000120		28-Feb-10
CLIN 0001 Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		

000401	(b)(4)	30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009 Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
001402		31-Mar-11
CLIN 0014 Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021 Total		30-Sep-11
002201		30-Sep-11
002202		30-Sep-11
CLIN 0022 Total		30-Sep-11

001501	(b)(4)	31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		30-Sep-10
001510		30-Sep-10
CLIN 0015		
Total		
Total		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE V		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00058		3. EFFECTIVE DATE 13-Sep-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) 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:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 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.) Modification Control Number: (b)(6) 03236 The purpose of this modification is to provide funding in the total amount of (b)(4) under ACRN DF SubCLIN 001509, for Raytheon's incentive fee earned for CLIN 0003 missile delivery rounds. Section G clause MDA G-06 "Allotment of Funds, has been updated to reflect the funding provided. Except as provided herein, all other conditions of the contract remain unchanged and in full force and effect.							
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)				(b)(6)		pe or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED				16C. DATE SIGNED	
(Signature of person authorized to sign)						13-Sep-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001509:

DF: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4204 021434 (CIN AB9KLG042040001) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
 LOCAL Include by Full Text

- a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101.	(b)(4)				29-Feb-08
000102.					29-Feb-08
000103.					29-Feb-08
000104.					29-Feb-08
000105.					29-Feb-08
000106.					29-Feb-08
000107.					31-Jul-08
000108.					31-Jul-08
000109.					30-Apr-08
000110.					31-Jul-08
000111.					30-Apr-08
000112.					31-Dec-08
000113.					30-Apr-08
000114.					31-Dec-08
000115.					31-Dec-08
000116.					31-Dec-08
000117.					30-Jun-09
000118.					30-Sep-09
000119.					28-Feb-10
000120.					28-Feb-10
CLIN 0001 Total					
					29-Feb-08
000301.					31-Mar-08
000302.					30-Sep-08
000303.					30-Sep-08
000304.					31-Dec-08
000305.					30-Sep-08
000306.					30-Sep-08
000307.					30-Sep-08
000308.					30-Sep-08
000309.					31-Dec-08
000310.					28-Feb-11
000311.					31-Dec-08
000312.					31-Dec-08
000313.					31-Dec-08
000314.					31-Dec-08
000315.					31-Dec-08
000316.					
000317.					28-Feb-11
000318.					30-Sep-09
000319.					30-Sep-09
000320.					30-Sep-09
000321.					30-Sep-09
000322.					30-Sep-09

000323	(b)(4)	30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10

CLIN 0009	(b)(4)	
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
002201		30-Sep-11
002202		30-Sep-11
CLIN 0022		30-Sep-11
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		30-Sep-10
001510		30-Sep-10
001511		28-Feb-11
CLIN 0015		
Total		
Total		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00059		3. EFFECTIVE DATE 14-Sep-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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. 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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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) FAR 52.232-22 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.) Modification Control Number: (b)(6) 03265 The purpose of this modification is to provide funding in the total amount of (b)(4) under ACRN AQ SubCLIN 001510, for Raytheon's incentive fee earned for CLIN 0009 FMS missile delivery rounds. Section G clause MDA G-06 "Allotment of Funds, has been updated to reflect the funding provided. Except as provided herein, all other conditions of the contract remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 14-Sep-2010			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001510:

AQ: 97-11X8242 8WJU 310 4Q452 0 068342 2D CCXT01 H54GY425101P (CIN 00000000000000000000000000000000) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

- a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					28-Feb-11
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					
000317					28-Feb-11
000318					30-Sep-09
000319					30-Sep-09
000320					30-Sep-09
000321					30-Sep-09
000322					30-Sep-09

000323	(b)(4)	30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10

CLIN 0009	(b)(4)	
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
002201		30-Sep-11
002202		30-Sep-11
CLIN 0022		30-Sep-11
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		30-Sep-10
001510		30-Sep-10
001511		28-Feb-11
CLIN 0015		
Total		
Total		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

N00024-07-C-6119

P00059

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00060		3. EFFECTIVE DATE 17-Nov-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY. (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		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.							
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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.232-22 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.) Modification Control Number: (b)(6) 11303 The purpose of this modification is to provide funding in the total amount of (b)(4) under ACRN DF SubCLIN 001509, for Raytheon's incentive fee earned for CLIN 0003 missile delivery rounds. The MDA G-06 "Allotment of Funds" clause in Section G, has been updated to reflect the funding provided. Except as provided herein, all other conditions of the contract remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 17-Nov-2010			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001509:

DF: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4204 021434 (CIN AB9KLG042040001) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follows (see chart below):

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

- a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08

000110	(b)(4)	31-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001		
Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09

000336	(b)(4)	30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009 Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
001402		31-Mar-11
CLIN 0014 Total		
001501		31-Dec-08
001502		31-Dec-11

001503	(b)(4)	30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
CLIN 0015 Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021 Total		30-Sep-11
Grand Total		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4), and is not included in the allotment of funds clause.

(End of Summary of Changes)