

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00091		3. EFFECTIVE DATE 15-Mar-2012		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)							
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) 121974 The purpose of this modification is to provide delivery incentive fee based on CLIN 0004 delivery schedule. Raytheon is hereby authorized to invoice against ACRN DV SubCLIN 001512 for (b)(4) and ACRN EH SubCLIN 001515 for (b)(4) for a total amount of (b)(4) In modifications P00074 and P00083, under CLIN 0015 the ceiling value was not increased by the amount obligated for the incentive fee. This modification administratively corrects 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					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 20-Mar-2012			

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)

SUBCLIN 001512

The CLIN extended description has changed from:

*Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. (b)(4) was previously earned.

This is for CLIN 0004 Delivery Incentive to:

*Funding in the amount of (b)(4) remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. (b)(4) has been authorized for incentive fee earned for CLIN 0004 deliveries..

SUBCLIN 001515

The CLIN description has changed from:

Funding for Potential Incentive Fee

To:

Earned Incentive Fee.

The CLIN extended description has changed from:

*Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.

To:

Incentive fee earned for CLIN 0004 deliveries..

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGE 1 26
2. AMENDMENT/MODIFICATION NO. P00092		3. EFFECTIVE DATE 3/20/2012		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE H00276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLOG 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) DFARS 252.217-7027 Contract Definition					
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) 121697 See page 2 for summary of changes					

(b)(6)

15C. DATE SIGNED
3/27/12

(b)(6)

16C. DATE SIGNED
3/30/2012

WARD FORM 30 (Rev. 10-83)
Issued by GSA
48 CFR, 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

This modification is to definitize the Undefinitized Contract Action (UCA) under Modification P00068, dated 20 September 2011 for the following CLINs:

- CLIN 0018 - One (1) SM-3 Block IA Missile
- CLIN 0019 - Twenty-two (22) SM-3 Block IA Missiles
- CLIN 0020 - SM-3 Block IA Sustainment Engineering
- CLIN 0023 - SM-3 Block IA Restart and Requalification

The total value of this definitization is (b)(4) Total Cost (b)(4), Total Fee (b)(4) and Total Maximum Delivery Incentive Fee (b)(4)

This modification also provide funding for the following CLINs:

- CLIN 0018 under ACRN ET SubCLIN 001803 for a total amount of (b)(4)
- CLIN 0019 under ACRN GT SubCLIN 001902 for a total amount of (b)(4)
- CLIN 0020 under ACRN GT SubCLIN 002002 for a total amount of (b)(4)
- CLIN 0023 under ACRN GT SubCLIN 002303 for a total amount of (b)(4)
- For a total amount of (b)(4)

This modification also decreases the ceiling and funding for CLIN 0015 by (b)(4) from (b)(4) to (b)(4)

The following attachments have been revised and are reflected in Section J:

- Contract Data Requirements Lists (CDRLs) – CDRL (Data Item #'s A003, A004, A005, A006, A010, and A012)
- Attachment 3 – Statement of Work
- Attachment 6 – SM-3 Delivery Schedule
- Attachment 9 – Government Furnished Equipment/Material (GFE/M)
- Attachment 16 – Shipping Instructions

The following attachment is newly incorporated and is reflected in Section J:

- Attachment 7 – Block IA Restart & Requalification Plan

**The estimated costs and fees associated with this effort are based on the Forward Pricing Recommended Rates (FPRR). A mutually agreed to one-time use rate adjustment clause will be incorporated via a subsequent contract modification. The purpose of the clause is to document the agreement between the Government and Raytheon to adjust the rates upon approval of a Forward Pricing Rate Agreement (FPRA). A modification to incorporate the clause shall be executed within 30 days of execution of this modification.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

(b)(4) is contract was decreased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

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

SUBCLIN 001516

The CLIN extended description has changed:

From

Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned for CLIN 0018.
Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.

To

Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned for CLIN 0018.
Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization..

SUBCLIN 001517

The CLIN extended description has changed:

From

PR# HQ0006211070 BASICFunding in the amount of (b)(4) is obligated for potential incentive fee earned.
Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.

To

PR# HQ0006211070 BASICFunding in the amount of (b)(4) is obligated for potential incentive fee earned.
Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization..

CLIN 0018.

The contract type has changed from COST to CPIF.

The CLIN extended description has changed:

From:

The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile

To:

The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile.

Deliveries: One (1) December 31, 2013

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

The estimated/max cost has decreased 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 cost constraint NTE has been deleted.

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

The maximum delivery incentive fee is (b)(4)

The total value of CLIN 0018 with maximum delivery incentive is (b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	SM-3 Block IA Missile	1	Unit		(b)(4)
	CPIF				
	The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile.				
	Deliveries:				
	One (1) December 31, 2013.				
	FOB: Origin				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0019

The contract type has changed from COST to CPIF.

The CLIN extended description has changed

From:

The contractor will manufacture, assemble, test and deliver 22 Block IA missiles

To:

The contractor will manufacture, assemble, test, and deliver twenty-two (22) Block IA missiles.

Deliveries:

Two (2) FTR & Nine (9) December 31, 2013

Eleven (11) April 30, 2014

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

The estimated/max cost has decreased 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 cost constraint NTE has been deleted.

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

The maximum delivery incentive fee is (b)(4)

The total value of CLIN 0019 with maximum delivery incentive is (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	SM-3 Block IA Missiles	22	Unit		(b)(4)
	CPIF				
	The contractor will manufacture, assemble, test, and deliver twenty-two (22) Block IA missiles.				
	Deliveries:				
	Two (2) FTR & Nine (9)	December 31, 2013			
	Eleven (11)	April 30, 2014			
	FOB: Origin				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

CLIN 0020

The contract type has changed from COST to CPFF.

The CLIN extended description:

Under this CLIN, the contractor shall provide engineering design support, analysis, and trade studies in support of SM-3 Block IA and IB manufacturing.

Has been added:

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

The fixed fee (b)(4) has been added.

The cost constraint NTE has been deleted.

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
0020	SM-3 Block IA Sustainment Engineering CPFF Under this CLIN, the contractor shall provide engineering design support, analysis, and trade studies in support of SM-3 Block IA and IB manufacturing. FOB: Origin		Hours		(b)(4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

CLIN 0023
The contract type has changed from COST to CPIF.

The CLIN extended description:
Under this CLIN, the contractor shall provide engineering support to restart and requalify the Block IA manufacturing line.

Has been added.

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

The fixed fee (b)(4) has been added.

The cost constraint NTE has been deleted.

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
0023	SM-3 Block IA Restart CPIF Under this CLIN, the contractor shall provide engineering support to restart and requalify the Block IA manufacturing line. FOB: Origin		Lot		(b)(4)
TARGET COST					(b)(4)
TARGET FEE					
TOTAL TGT COST + FEE					
MINIMUM FEE					
MAXIMUM FEE					
SHARE RATIO ABOVE TARGET					
SHARE RATIO BELOW TARGET					

SUBCLIN 001803 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001803	Incremental Funding CPIF PR# HQ000619501 BASIC 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 ET CIN: HQ0006195010001				

The following have been added by full text:

DETERMINATION OF SCHEDULE INCENTIVE FEE

(Applicable to CLINs 0001, 0003, 0004, 0005, 0007, 0009, 0012, 0018, and 0019)

In addition to the incentive fee defined in the Incentive Fee Clause (FAR 52.216-10), the Contractor shall be entitled to earn performance incentive fees for achieving schedule as specified below.

The achievement of scheduled accomplishments shall not be modified, relaxed or otherwise adjusted except for changed directly resulting from Government caused interruption, which must be acknowledged in writing by the PCO referencing the provision. Even those grounds that might otherwise give rise to an equitable adjustment in the delivery schedule of the contract for the effort covered, or any other delivery schedule required by the contract, shall not be basis for adjustment to the schedule specified should events dictate. Circumstances such as test plan changes may cause such action.

Schedule Incentive: The fee payable under this contract shall be equal to (b)(6) percent of the target cost of each missile DD250's one day before the contract delivery date, as stated in Attachment 6, which is the last day of the month unless otherwise specified. If that date falls on a weekend or a federal holiday, then the due date is the next working day. Any missile delivered late to the contract required date shall earn (b)(6) fee.

- (1) The fee payable under this contract shall be increased by (b)(4) for every day, up to 60 calendar days (for maximum of an additional (b)(6)) that a missile is DD250's ahead of contract required delivery date.
- (2) MDA/AB designated representative shall certify that the schedule has been met or notify the Contractor that deliver is late.
- (3) The date of accomplishment of the above will be determined by MDA/AB after receipt of Contractor provider evidence. The Government will notify the Contractor within three (3) working days of receipt of Contractor provided evidence if 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. MDA/AB determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government officials.

The following have been modified:

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0018 and 0019

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

Total Estimated Costs		(b)(4)	
Cost of Money			
Target Cost			
COST INCENTIVE:			
Minimum Fee			(b)(4)
Target Fee			
Maximum Fee			
Share Ratio	Above Target	(b)(4)	
Share Ratio	Below Target		

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6)	(b)(4)
30 days ahead	
60 days ahead	

*Calculated per missile and is prorated by day (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)	(b)(4)
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 CLIN 0023

*This is a cost incentive CLIN only. There is no schedule incentive associated with this CLIN.

Total Estimated Costs	(b)(4)	
Cost of Money		
Target Cost		
COST INCENTIVE:		
Minimum Fee		
Target Fee		
Maximum Fee		
Share Ratio	Above Target	(b)(4)
Share Ratio	Below Target	

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001803:

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

The following have been added by full text:

H-AEGIS-01 LEVEL OF EFFORT (FEB 2011)

a. The contractor agrees to provide the total level of effort specified in this clause in the performance of the work described in Section B and the statement of work of this contract. The total level of effort for the performance of this contract shall be (b)(4) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contractor's proposal as having hours included in the proposed level of effort. The following table breaks out the hours identified above by CLIN:

CLIN	HOURS
0020	(b)(4)

b. Of the total man-hours of direct labor set forth above, it is estimated that (b)(4) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

c. Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Section B and the statement of work.

d. The level of effort for this contract shall be expended at an average rate of approximately TBD via Technical Instruction hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

e. If, during the terms hereof, the contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the contractor shall notify the contracting officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The contractor shall not accelerate any effort until receipt of such written approval by the contracting officer. Any agreement to accelerate will be formalized by contract modification.

f. The Contracting Officer may, by written order, direct the contractor to accelerate the expenditure of direct labor such that the man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The contractor shall acknowledge this order within five days of receipt.

g. If the total level of effort specified in paragraph (a) above is not provided by the contractor during the period of the contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE – Expended LOE)/Required LOE

Or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22) as applicable, require the contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

h. The contractor shall provide and maintain an accounting system, acceptable to the Defense Contract Management Agency (DCMA) and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated or uncompensated, if any) provided in fulfillment of the level of effort obligations for this contract. The contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

i. Within 45 days after completion of the work under each separately identified period of performance hereunder, the contractor shall submit the following information in writing to the contracting officer with copies to the cognizant DCMA and DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

j. Unless the contracting officer determines that alternate worksite arrangements are detrimental to contract performance, the contractor may perform up to (b)(4) of the hours at an alternative worksite, provided the contractor has a company approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the contractor's alternative worksite plan. In the event performance becomes unacceptable, the contractor will be prohibited from counting those hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the contractor's election to implement an alternative worksite plan.

k. Notwithstanding any of the provisions in the above paragraphs, the contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0018 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-MAR-2012	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 01-SEP-2011 TO 31-DEC-2013	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 001803:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 31-DEC-2013	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 0019 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-MAR-2012	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 01-SEP-2011 TO 30-APR-2014	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 0020 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-MAR-2012	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 01-SEP-2011 TO 28-FEB-2014	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 0023 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 30-MAR-2012	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 01-SEP-2011 TO 30-APR-2013	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

SUBCLIN 001516:

ET: 044411 097 0300 000 N 20102012 D 10950000000 2520 HQ000619501 000001 000001
(CIN HQ0006195010001) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001517:

GT: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 P3-FY1113 710000 260
(CIN HQ0006299570015) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001803:

Funding on SUBCLIN 001803 is initiated as follows:

ACRN: ET

CIN: HQ0006195010001

Acctng Data: 044411 097 0300 000 N 20102012 D 10950000000 2520 HQ000619501
000001 000001

Increase (b)(4)

Total: (b)(4)

SUBCLIN 001902:

GT: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 P3-FY1113 710000 260
(CIN HQ0006299570019) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002002:

GT: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 P3-FY1113 710000 260
(CIN HQ0006299570020) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002303:

GT: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 P3-FY1113 710000 260
(CIN HQ0006299570023) was increased by (b)(4) from (b)(4) to (b)(4)

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):

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>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</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					
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	(b)(4)	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

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

30-Oct-09

001504

30-Apr-10

001505

30-Apr-10

001506

30-Apr-10

001507

31-Dec-11

001508

30-Sep-10

001509

31-Dec-11

001510

30-Sep-10

001511

28-Feb-11

001512

31-Dec-11

001513

31-Dec-11

001514

31-Dec-11

001515

31-Dec-11

001516

31-Dec-13

001517

30-Apr-14

(b)(4)

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

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28-Feb-12

28-Feb-12

28-Feb-12

28 Feb 12

28-Feb-12

28-Feb-12

28 Feb 12

28 Feb 12

28 Feb 12

28 Feb 12

28 Feb 12

28-100-12

001645	(b)(4)	28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
001662		28-Feb-12
CLIN 0016		
Total		
001701		31-May-12
CLIN 0017		
Total		
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019		
Total		
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		

002301
 002302
 002303
 002304
 CLIN 0023
 Total

(b)(4)

30-Apr-13
 30-Apr-13
 30-Apr-13
 30-Apr-13

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.

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0023, Option 0024, if exercised, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

H-31 TECHNICAL COGNIZANCE (JUN 2011)

a. The Aegis Ballistic Missile Defense (AB) Program Office is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Technical Representatives (COTRs):

Title/Position	Authority	Office Symbol
(b)(6) COTR	COTR Appointment Letter	MDA/AB

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

c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.

e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract. The COR monitors and reports contractor performance, inspections and acceptance, security issues, property disposal, tracking of budget and funding issues, approval of invoices (if applicable), and other approvals and administrative functions as delegated by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Title/Position	Authority	Office Symbol
(b)(6) COR	COR Appointment Letter	MDA/AB

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction

which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

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	March 2012	23
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	August 2009	4
3	Statement of Work	March 2012	55
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	September 2009	2
6	SM-3 Program Schedule	March 2012	2
7	Block 1A Restart & Requalification Plan	July 2011	51
8	Transfer Material List	March 2011	3
9	Government Furnished Equipment and Material (GFE/M) List	March 2012	8
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	SM-3 AUR Processing Requirements REV C	November 2008	28
13	Software/Technical Data to be Furnished to the Government with Limited or Restricted Data Rights	December 2010	6
14	Work Breakdown Structure (WBS)	March 2011	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	March 2012	6
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794	March 2011	15
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010	4
21	Organizational Conflict of Interest (OCI)	July 2009	3
22	Flight Test Kits	February 2008	1
23	Block 1B Flight & Tactical Missile Configuration	December 2010	1

(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. P00093		3. EFFECTIVE DATE 30-Apr-2012		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) Mutual Agreement of the Parties							
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) 122546 The purpose of this modification is provide a no cost period of performance extension for CLIN 0021 until 30 April 2013, at no additional costs to the Government. Except as provided herein, all other terms and conditions of the all terms and conditions remain unchanged and in full force and effect.							
(b)(6)		Document referenced in (Item 9A or 10A) is not a Government document and is in Full Copyright Effect.		(b)(6)		Type or print) <i>[Signature]</i>	
		Contract Negotiator 15C. DATE SIGNED 5/2/12				16C. DATE SIGNED 5/11/12	
		30-105				RD FORM 30 (Rev. 10-83) by GSA (FR) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2010 TO 30-APR-2012	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-APR-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

(End of Summary of Changes)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001663 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001663	Incremental Funding CPIF PR# HQ0006215729 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006215729				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GW CIN: HQ00062157290001				

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 001663:

Funding on SUBCLIN 001663 is initiated as follows:

ACRN: GW

CIN: HQ00062157290001

Acctng Data: 044411.097 0400.000 N 20122013 D 2520 XC SPD09_FY12 A3-FY1213
710000.255

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):

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>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</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.	(b)(4)	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		30-Sep-09

000331	(b)(4)	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		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		

31-Mar-11

31-Dec-08
31-Dec-11
30-Oct-09
30-Apr-10
30-Apr-10
30-Apr-10
31-Dec-11
30-Sep-10
31-Dec-11
30-Sep-10
28-Feb-11
31-Dec-11
31-Dec-11
31-Dec-11
31-Dec-11
31-Dec-13
30-Apr-14

[illegible]

001624	(b)(4)	28-Feb-12
001625		28-Feb-12
001626		28-Feb-12
001627		28-Feb-12
001628		28-Feb-12
001629		28-Feb-12
001630		28-Feb-12
001631		28-Feb-12
001632		28-Feb-12
001633		28-Feb-12
001634		28-Feb-12
001635		28-Feb-12
001636		28-Feb-12
001637		28-Feb-12
001638		28-Feb-12
001639		28-Feb-12
001640		28-Feb-12
001641		28-Feb-12
001642		28-Feb-12
001643		28-Feb-12
001644		28-Feb-12
001645		28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
001662		28-Feb-12
001663		30-Sep-12
CLIN 0016		
Total		
001701		31-May-12
CLIN 0017		
Total		

001801	(b)(4)	31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019		
Total		
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
002301		30-Apr-13
002302		30-Apr-13
002303		30-Apr-13
002304		30-Apr-13
CLIN 0023		
Total		
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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. P00095	3. EFFECTIVE DATE 24-May-2012	4. REQUISITION/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 HAYTHEON 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 85708-9367				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 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) Mutual Agreement Between 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) 22812 The purpose of this modification is to adjust the delivery schedule for CLINs 0004, 0016, and 0024. Section B clauses "Cost Plus Incentive Fee Schedule" and "Determination of Schedule Incentive Fee" have been updated to reflect the changes for CLINs 0016 and 0024. Attachment 6 - SM-3 Program Delivery Schedule has been updated to reflect the delivery schedule for CLINs 0004, 0016, and 0024. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.					
(b)(6)		of the document referenced in item 9A		(b)(6)	
		type or print)		type or print)	
		15C. DATE SIGNED 5/24/12		16C. DATE SIGNED 5/25/12	
		30		FORM 30 (Rev. 10-83) GSA 33.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

Cost Plus Incentive Fee Schedule
Applicable to ONLY CLIN 0016

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:

On Schedule – No later than 1 day prior to the contract delivery dates (See Attachment 6) and no earlier than as specified in the “Determination of Schedule Incentive Fee” clause for CLINs 0016 & 0024, as stated in Section B

- The total delivery incentive fee pool for CLIN 0016 has been decreased by (b)(4) from (b)(4) to (b)(4) to account for the forfeiture of delivery incentive fee for the last four (4) rounds to be delivered in April 2013.
- The Target cost of each missile shall be determined based on the target cost of the applicable CLIN

Cost Plus Incentive Fee Schedule

Applicable to ONLY OPTION CLIN 0024, if exercised

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:**

- The schedule incentive fee is based on the All Up Round (AUR) and the cumulative target cost of CLINs 0017 and 0024.

- On Schedule – No later than 1 day prior to the contract delivery dates (See Attachment 6) and no earlier than as specified in the “Determination of Schedule Incentive Fee” clause for CLINs 0024, if exercised as stated in Section B.
- The Target cost of each missile shall be determined based on the target cost of the applicable CLIN.

All Rounds by variant must be delivered in sequential order. Different missile variants being built in parallel do not impact the schedule incentive of the other variant. If Raytheon does not meet the delivery schedule as stated in Attachment 6, Raytheon forfeits the delivery incentive associated with that milestone. In order to achieve the delivery incentive for the subsequent milestone, the rounds from the missed delivery milestone must be delivered first, and then the rounds for the subsequent milestone must be delivered by the due date. If Raytheon delivers for a particular milestone a partial delivery then Raytheon will be eligible for the delivery incentive for that partial delivery.

DETER OF SCHD CLINS 16 & 17**DETERMINATION OF SCHEDULE INCENTIVE FEE**
(Applicable to CLINs 0016 and Option 0024, if exercised)

In addition to the incentive fee defined in the Incentive Fee Clause (FAR 52.216-10), the Contractor shall be entitled to earn performance incentive fees for achieving schedule as specified below.

The achievement of scheduled accomplishments shall not be modified, relaxed or otherwise adjusted except for changes directly resulting from Government caused interruption, which must be acknowledged in writing by the PCO referencing the provision. Even those grounds that might otherwise give rise to an equitable adjustment in the delivery schedule of the contract for the effort covered, or any other delivery schedule required by the contract, shall not be a basis for adjustment to the schedule specified should events dictate. Circumstances such as test plan changes may cause such action.

Schedule Incentive: The fee payable under this contract shall be equal to (b)(4) percent of the target cost of each missile DD250'd based on the contract delivery dates in Attachment 6 as follows:

CLIN 0016: 1 round from date of award through 31 May 2012; 1 round starting 01 January 2012 through 30 June 2012; 5 rounds starting 01 June 2012 through 31 October 2012; 8 rounds in starting 01 August 2012 through 31 January 2013; 9 rounds starting 01 November 2012 through 30 April 2013.

Option CLIN 0024: 9 rounds starting 01 February 2013 through 31 July 2013.

Any missile delivered late to the contract required date (See Attachment 6) shall earn (b)(4) fee.

- (1) MDA/AB designated representative shall certify that the schedule has been met or notify the Contractor that deliver is late.
- (2) The date of accomplishment of the above will be determined by MDA/AB after receipt of Contractor provided evidence. The Government will notify the Contractor within three (3) working days of receipt of Contractor provided evidence if 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. MDA/AB determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government officials.

****The total delivery incentive fee pool for CLIN 0016 has been decreased by (b)(4) from (b)(4) to (b)(4) to account for the forfeiture of delivery incentive fee for the last four (4) rounds to be delivered in April 2013.**

Option CLIN 0024 – Use of Material

The Government agrees that, if it should procure additional SM-3 Block IB rounds, then the next nine (9) rounds of SM-3 Block IB hardware shall include the 9 units of in-process hardware initiated under HQ0276-08-C-0001 (CLIN 0001) and currently in-process at Raytheon. All such hardware must conform to all of the contractually mandated requirements. At the Government's election, it may merge this hardware with additional procurement items without affecting the option pricing.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 31-JUL-2012	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 703 271-6755 FOB: Origin	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 30-SEP-2012	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 703 271-6755 FOB: Origin	HQ0276

The following Delivery Schedule item for CLIN 0016 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-MAR-2011 TO 31-MAR-2013	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 24-MAR-2011 TO 30-APR-2013	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 0024 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-MAY-2012 TO 30-JUN-2013	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 31-MAY-2012 TO 31-JUL-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. P00096		3. EFFECTIVE DATE 08-Jun-2012		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) 122974 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 08-Jun-2012			

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 the following:

- Funding for CLIN 0015 (Schedule Incentive Fee Earned CLIN) under ACRN GW SubCLIN 001518 for delivery incentive fee based on CLIN 0016 delivery schedule. There is a total of (b)(4) obligated to ACRN GW SubCLIN 001518, but Raytheon is ONLY authorized to bill against (b)(4). Raytheon is NOT authorized to bill against the remaining amount of (b)(4) until the Contracting Officer provides authorization.
- Funding for CLIN 0016 under ACRN GW SubCLIN 001664 for a total amount of (b)(4).
- This modification also increases the ceiling and funding for CLIN 0015.
- This modification corrects the "cost" and "fee" allocations for CLINs 0018, 0019, 0020, & 0023 that was stated in Modification P00092. The total value of these CLINs remains the same.
- This modification also revises CLIN 0016 total value, which was inadvertently omitted in Section B of Modification P00095. Modification P00095 adjusted the delivery schedule for CLIN 0016.

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)

CLIN 0016

The CLIN extended description has changed.

From:

This CLIN includes twenty-four (24) Block IBs Flight Test Rounds (FTRs) Missiles.Deliveries:

Three (3) FTRs (for FTM-19)	March 31, 2012
Six (6) FTRs	June 30, 2012
Six (6) FTRs	September 30, 2012
Six (6) FTRs	December 31, 2012
Three (3) FTRs	March 31, 2013

To:

This CLIN includes twenty-four (24) Block IBs Flight Test Rounds (FTRs) Missiles.Deliveries:

One (1) FTR	May 30, 2012
One (1) FTR	June 30, 2012
Five (5) FTRs	October 31, 2012
Eight (8) FTRs	January 31, 2013
*Nine (9) FTRs	April 30, 2013

*Last four (4) rounds are not eligible for schedule incentive.

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

The pricing detail quantity (b)(4) has been added.

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

The unit of issue Unit has been added.

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)

The maximum delivery incentive fee is (b)(4)

The total value of CLIN 0016 with max delivery incentive is (b)(4)

SUBCLIN 001518 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001518	Earned Incentive Fee CPIF Raytheon is authorized to bill (b)(4) for incentive fee earned for CLIN 0016 delivery. Funding in the amount of (b)(4) remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. FOB: Destination PURCHASE REQUEST NUMBER: HQ0006217049			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN GW CIN: HQ00062170490015				

SUBCLIN 001664 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001664	Incremental Funding CPIF PR# HQ0006217049 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006217049			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN GW				

CIN: HQ00062170490001

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 001518:

Funding on SUBCLIN 001518 is initiated as follows:

ACRN: GW

CIN: HQ00062170490015

Acctng Data: 044411 097 0400 000 N 20122013 D 2520 XC SPD09_FY12 A3-FY1213
710000 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001664:

Funding on SUBCLIN 001664 is initiated as follows:

ACRN: GW

CIN: HQ00062170490001

Acctng Data: 044411 097 0400 000 N 20122013 D 2520 XC SPD09_FY12 A3-FY1213
710000 255

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):

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>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</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	(b)(4)	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

000501
CLIN 0005
Total

000701
000702
CLIN 0007
Total

000801
CLIN 0008
Total

000901
000902
CLIN 0009
Total

001302
001303
CLIN 0013
Total

001402
CLIN 0014
Total

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30-Nov-08

31-Jul-09

30-Mar-09

31-Dec-09

30-Oct-10

31-Mar-11

31-Mar-11

31-Mar-11

31-Dec-08

31-Dec-11

30-Oct-09

30-Apr-10

30-Apr-10

30-Apr-10

31-Dec-11

30-Sep-10

31-Dec-11

30-Sep-10

28-Feb-11

31-Dec-11

31-Dec-11

31-Dec-11

31-Dec-11

31-Dec-13

30-Apr-14

30-Apr-13

CLIN 0015
Total

(b)(4)

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001643
001644

[illegible]

001645	(b)(4)	28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
001662		28-Feb-12
001663		30-Sep-12
001664		30-Apr-13
CLIN 0016		
Total		
001701		31-May-12
CLIN 0017		
Total		
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019		
Total		
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11

CLIN 0021
Total

002301

002302

002303

002304

CLIN 0023

Total

Grand Total

(b)(4)

30-Sep-11

30-Apr-13

30-Apr-13

30-Apr-13

30-Apr-13

(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00097		3. EFFECTIVE DATE 14-Jun-2012		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 52.232-222, 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) 23062 The purpose of this modification is to provide delivery incentive fee based on CLIN 0016 delivery schedule. Raytheon is hereby authorized to invoice against ACRN GW SubCLIN 001518 for a total amount of (b)(4)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A.				(b)(6)			
15A. NAME AND TITLE OF SIGNER (Type or print)				15B. NAME AND TITLE OF SIGNER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15C. DATE SIGNED		15C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		14-Jun-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001518

The CLIN extended description has changed from:

Raytheon is authorized to bill (b)(4) for incentive fee earned for CLIN 0016 delivery. Funding in the amount of (b)(4) remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.

To:

Raytheon is authorized to bill (b)(4) for incentive fee earned for CLIN 0016 delivery. Funding in the amount of (b)(4) remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization..

(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. P00098		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 190 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 85706-9327				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.							
<p>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:</p> <p>(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.</p>							
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 Between 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) 23187 The purpose of this modification is to provide funding in the amount of (b)(4) for CLIN 0018. This modification corrects the total amount of funding stated on Modification P00097 for SubCLIN 001518. This modification also incorporates revised CDRLS; CDRL A006 Contract Funds Status Report, CDRL A010 Integrated Master Schedule (IMS), and CDRL A011 Contract Performance Report (CPR). Except as provided herein, all other terms and conditions of the all terms and conditions remain unchanged and in full force and effect.							
(b)(6)		the document referenced in Item 9A or (Type or print)		(b)(6)		OFFICER (Type or print)	
		15C. DATE SIGNED 7/11/12				16C. DATE SIGNED 7/18/12	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-1

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 B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001518

The CLIN extended description has changed from:

Raytheon is authorized to bill (b)(4) for incentive fee earned for CLIN 0016 delivery. Funding in the amount of (b)(4) remains for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.

To:

Funding in the amount of (b)(4) is obligated for potential incentive fee earned for CLIN 0016. Raytheon has been authorized for a total amount of (b)(4) for incentive fee earned for CLIN 0016 deliveries. Raytheon is not authorized to bill against the remaining amount of (b)(4) until the Contracting Officer provides authorization..

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 001663:

GW: 044411 097 0400 000 N 20122013 D 2520 XC SPD09_FY12 A3-FY1213 710000
255 (CIN HQ00062157290001) 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):

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>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</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	(b)(4)	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		31-Dec-09

000902	(b)(4)	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		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		31-Dec-11
001508		30-Sep-10
001509		31-Dec-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
001516		31-Dec-13
001517		30-Apr-14
001518		30-Apr-13
CLIN 0015		
Total		
001601		28-Feb-12
001602		28-Feb-12
001603		28-Feb-12
001604		28-Feb-12
001605		28-Feb-12
001606		28-Feb-12
001607		28-Feb-12
001608		28-Feb-12
001609		28-Feb-12
001610		28-Feb-12
001611		28-Feb-12
001612		28-Feb-12
001613		28-Feb-12
001614		28-Feb-12

[illegible]

001662	(b)(4)	28-Feb-12
001663		30-Sep-12
001664		30-Apr-13
CLIN 0016		
Total		
001701		31-May-12
CLIN 0017		
Total		
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019		
Total		
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
002301		30-Apr-13
002302		30-Apr-13
002303		30-Apr-13
002304		30-Apr-13
CLIN 0023		
Total		
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).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P00099	3. EFFECTIVE DATE 31-Jul-2012	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	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 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 15080 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 Both Parties, FAR 52.217-5 Exercise of Options				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" 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) 123458 See Page 2 Summary of Changes.				
(b)(6)			document referenced in item 9A or (b)(6)	
			FICER (Type or print)	
15C. DATE SIGNED 7/30/12			16C. DATE SIGNED 7/31/12	

30-10
STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 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:

1. Exercise Option CLIN 0024 for the Nine (9) SM-3 Block IBs, with a Period of Performance from July 31, 2012 through July 31, 2013.
2. Provide funding in the total amount of (b)(4) for CLIN 0024 under ACRN GX SubCLIN 002401.
3. Provide funding in the total amount of (b)(4) for CLIN 0015 under ACRN GX SubCLIN 001519.

This funding is obligated for future delivery incentive fee earned under CLIN 0024. Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization.

Except as provided herein, all other terms and 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 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)

CLIN 0024

The CLIN extended description has changed from:

This CLIN is for SM-3 Block IB material and build up for the All Up Round (AUR) for nine (9) rounds.
Deliveries:

Three (3) - FTRs March 31, 2013

Six (6) - FTRs June 30, 2013

To:

This CLIN is for SM-3 Block IB material and build up for the All Up Round (AUR) for nine (9) rounds.
Deliveries:

Nine (9) July 31, 2013

The option status has changed from Option to Option Exercised.

SUBCLIN 001519 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001519	Delivery Incentive Fee CPIF *Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization FOB: Destination PURCHASE REQUEST NUMBER: HQ0006218093				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GX CIN: HQ00062180930015				

SUBCLIN 002401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002401	Funding for CLIN 0024 CPIF PR# HQ0006218093 BASIC Funding to exercise Option CLIN 0024 FOB: Destination PURCHASE REQUEST NUMBER: HQ0006218093				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GX CIN: HQ00062180930024				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001519:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 002401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	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 001519:

Funding on SUBCLIN 001519 is initiated as follows:

ACRN: GX

CIN: HQ00062180930015

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09_FY12
710000 255

P3-FY1214

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002401:

Funding on SUBCLIN 002401 is initiated as follows:

ACRN: GX

CIN: HQ00062180930024

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09_FY12
710000 255

P3-FY1214

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):

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>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</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	(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		
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		30-Sep-08
000310		31-Dec-08
000311		28-Feb-11
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	(b)(4)	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		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		

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		31-Dec-11
001508		30-Sep-10
001509		31-Dec-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
001516		31-Dec-13
001517		30-Apr-14
001518		30-Apr-13
001519		31-Jul-13
CLIN 0015		
Total		
001601		28-Feb-12
001602		28-Feb-12
001603		28-Feb-12
001604		28-Feb-12
001605		28-Feb-12
001606		28-Feb-12
001607		28-Feb-12
001608		28-Feb-12
001609		28-Feb-12
001610		28-Feb-12
001611		28-Feb-12
001612		28-Feb-12
001613		28-Feb-12
001614		28-Feb-12
001615		28-Feb-12
001616		28-Feb-12
001617		28-Feb-12
001618		28-Feb-12
001619		28-Feb-12
001620		28-Feb-12
001621		28-Feb-12
001622		28-Feb-12
001623		28-Feb-12
001624		28-Feb-12

001625	(b)(4)	28-Feb-12
001626		28-Feb-12
001627		28-Feb-12
001628		28-Feb-12
001629		28-Feb-12
001630		28-Feb-12
001631		28-Feb-12
001632		28-Feb-12
001633		28-Feb-12
001634		28-Feb-12
001635		28-Feb-12
001636		28-Feb-12
001637		28-Feb-12
001638		28-Feb-12
001639		28-Feb-12
001640		28-Feb-12
001641		28-Feb-12
001642		28-Feb-12
001643		28-Feb-12
001644		28-Feb-12
001645		28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
001662		28-Feb-12
001663		30-Sep-12
001664		30-Apr-13
CLIN 0016		
Total		
001701		31-May-12
CLIN 0017		
Total		

001801	(b)(4)	31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019		
Total		
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
002301		30-Apr-13
002302		30-Apr-13
002303		30-Apr-13
002304		30-Apr-13
CLIN 0023		
Total		
002401		31-Jul-13
CLIN 0024		
Total		
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.

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0023, and 0024, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

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
0024	31 July 2012

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. P00100		3. EFFECTIVE DATE 15-Aug-2012		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 COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367				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 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) 23578 The purpose of this modification is to provide incremental funding in the amount of (b)(4) for CLIN 0016. 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 15-Aug-2012			

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 B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001665 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001665	Incremental Funding CPIF PR# HQ0006217293 BASIC & PR# HQ0006218127 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006217293				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GY CIN: HQ00062172930001				

SUBCLIN 001666 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001666	Incremental Funding CPIF PR# HQ0006218419 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006218419				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GZ CIN: HQ00062184190001				

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 001665:

Funding on SUBCLIN 001665 is initiated as follows:

ACRN: GY

CIN: HQ00062172930001

Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SPD09
710000 255

A2-01-FY1112

Increase (b)(4)

Total: (b)(4)

SUBCLIN 001666:

Funding on SUBCLIN 001666 is initiated as follows:

ACRN: GZ

CIN: HQ00062184190001

Acctng Data: 044411 097 .0400 000 N 20112012 D 2520 XC SPD09
710000 255

A2-02-FY1112

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):

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>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</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

000301

000302

000303

000304

000305

000306

000307

000308

000309

000310

000311

000312

000313

000314

000315

000316

000317

000318

000319

000320

000321

000322

000323

000324

000325

000326

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000332

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000336

000337

000338

000339

000340

000341

CLIN 0003
Total

(b)(4)

29-Feb-08

31-Mar-08

30-Sep-08

30-Sep-08

31-Dec-08

30-Sep-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

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

30-Sep-09

28-Feb-11

30-Sep-10

28-Feb-11

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		
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		31-Dec-11
001508		30-Sep-10
001509		31-Dec-11
001510		30-Sep-10

001511	(b)(4)	28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
001516		31-Dec-13
001517		30-Apr-14
001518		30-Apr-13
001519		31-Jul-13
CLIN 0015		
Total		
001601		28-Feb-12
001602		28-Feb-12
001603		28-Feb-12
001604		28-Feb-12
001605		28-Feb-12
001606		28-Feb-12
001607		28-Feb-12
001608		28-Feb-12
001609		28-Feb-12
001610		28-Feb-12
001611		28-Feb-12
001612		28-Feb-12
001613		28-Feb-12
001614		28-Feb-12
001615		28-Feb-12
001616		28-Feb-12
001617		28-Feb-12
001618		28-Feb-12
001619		28-Feb-12
001620		28-Feb-12
001621		28-Feb-12
001622		28-Feb-12
001623		28-Feb-12
001624		28-Feb-12
001625		28-Feb-12
001626		28-Feb-12
001627		28-Feb-12
001628		28-Feb-12
001629		28-Feb-12
001630		28-Feb-12
001631		28-Feb-12
001632		28-Feb-12
001633		28-Feb-12
001634		28-Feb-12
001635		28-Feb-12

001636	(b)(4)	28-Feb-12
001637		28-Feb-12
001638		28-Feb-12
001639		28-Feb-12
001640		28-Feb-12
001641		28-Feb-12
001642		28-Feb-12
001643		28-Feb-12
001644		28-Feb-12
001645		28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
001662		28-Feb-12
001663		30-Sep-12
001664		30-Apr-13
001665		30-Apr-13
001666		30-Apr-13
CLIN 0016		
Total		
001701		31-May-12
CLIN 0017		
Total		
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14

CLIN 0019
Total

002001

28-Feb-14

002002

28-Feb-14

002003

28-Feb-14

CLIN 0020
Total

002101

30-Sep-11

002102

30-Sep-11

002103

30-Sep-11

CLIN 0021
Total

30-Sep-11

002301

30-Apr-13

002302

30-Apr-13

002303

30-Apr-13

002304

30-Apr-13

CLIN 0023
Total

002401

31-Jul-13

CLIN 0024
Total

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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE V	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST SEE SCHEDULE	5. PROJECT NO (if applicable)		
6. ISSUING AGENCY (MVA) 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 COMPANY 1151 E HERMANS RD TUCSON AZ 85756-9367			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. ND0024-07-C-6119		
			10B. DATED (SEE ITEM 13)		
			X 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) 23746 See Page 2.					
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="background-color: #cccccc; width: 100px; height: 100px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; padding: 5px;">document referenced in item 9A or or print)</div> <div style="border: 1px solid black; padding: 5px;">15C. DATE SIGNED 8/20/12</div> </div> <div style="width: 45%;"> <div style="background-color: #cccccc; width: 100px; height: 100px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; padding: 5px;">16C. DATE SIGNED</div> </div> </div>					
STANDARD FORM 30 (Rev. 10-83) described by GSA FAR (48 CFR) 53.243					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to:

- 1) Decrease the ceiling value for CLIN 0016 by (b)(4)
- 2) Extend the period of performance end date for CLIN 0017 to April 30, 2013;
- 3) Increase the ceiling value to CLIN 0024 by (b)(4) and obligate funding in the amount of (b)(4)
- 4) Revise the "Cost Plus Incentive Fee Schedule" for CLINs 0016 and 0024 in Section B;
- 5) Revise Section J to reflect the new date for Attachment 3 (SOW); and
- 6) Revise Attachment 3 (SOW) to incorporate a new paragraph for CLIN 0017 to read "The Contractor shall provide labor and material in support of the efforts delineated in CLIN 0016." The material originally purchased under CLIN 0017 shall be transferred to CLIN 0024 for the completion of the nine (9) IB AURs. The Contractor shall only transfer materials from CLIN 0017 to CLIN 0024 as Equivalent Effort is performed in support of CLIN 0016. All costs for this "transfer" shall be charged against SLIN 002402.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0016

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

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

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

CLIN 0024

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

SUBCLIN 002402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
002402	Incremental Funding	
	ACRN GX	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0006218094	

The following have been modified:

COST PLUS INCENTIVE FEE SCHED

Cost Plus Incentive Fee Schedule

Applicable to ONLY CLIN 0016

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:

On Schedule – No later than 1 day prior to the contract delivery dates (See Attachment 6) and no earlier than as specified in the “Determination of Schedule Incentive Fee” clause for CLINs 0016 & 0024, as stated in Section B

(b)(4)

- The total delivery incentive fee pool for CLIN 0016 has been decreased by (b)(4) from (b)(4) to (b)(4) to account for the forfeiture of delivery incentive fee for the last four (4) rounds to be delivered in April 2013.
- The Target cost of each missile shall be determined based on the target cost of the applicable CLIN

Cost Plus Incentive Fee Schedule

Applicable to ONLY CLIN 0024:

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

(b)(4)

Share Ratio	Above Target	(b)(4)
Share Ratio	Below Target	

SCHEDULE INCENTIVE:

- The schedule incentive fee is based on the All Up Round (AUR) and the cumulative target cost of CLIN 0024.

(b)(4)

- On Schedule – No later than 1 day prior to the contract delivery dates (See Attachment 6) and no earlier than as specified in the “Determination of Schedule Incentive Fee” clause for CLINs 0024, if exercised as stated in Section B.
- The Target cost of each missile shall be determined based on the target cost of the applicable CLIN.

All Rounds by variant must be delivered in sequential order. Different missile variants being built in parallel do not impact the schedule incentive of the other variant. If Raytheon does not meet the delivery schedule as stated in Attachment 6, Raytheon forfeits the delivery incentive associated with that milestone. In order to achieve the delivery incentive for the subsequent milestone, the rounds from the missed delivery milestone must be delivered first, and then the rounds for the subsequent milestone must be delivered by the due date. If Raytheon delivers for a particular milestone a partial delivery then Raytheon will be eligible for the delivery incentive for that partial delivery.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0017 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2011 TO 31-MAY-2012	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
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POP 09-DEC-2011 TO N/A
30-APR-2013

MISSILE DEFENSE AGENCY (MDA) HQ0276
17211 AVENUE D SUITE 160
DAHLGREN VA 22448-5154
FOB: Origin

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 002402:

Funding on SUBCLIN 002402 is initiated as follows:

ACRN: GX

CIN: HQ00062180940001

Acctng Data: 044411 097 0300 000 N 20122014 D 2520 PD SPD09_FY12 P3-FY1214
710000 255

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):

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>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</u>
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	(b)(4)	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		
Total		
001302		31-Mar-11
001303		31-Mar-11

CLIN 0013
Total

001402

CLIN 0014
Total

001501

001502

001503

001504

001505

001506

001507

001508

001509

001510

001511

001512

001513

001514

001515

001516

001517

001518

001519

CLIN 0015
Total

001601

001602

001603

001604

001605

001606

001607

001608

001609

001610

001611

001612

001613

001614

001615

001616

001617

001618

(b)(4)

31-Mar-11

31-Dec-08

31-Dec-11

30-Oct-09

30-Apr-10

30-Apr-10

30-Apr-10

31-Dec-11

30-Sep-10

31-Dec-11

30-Sep-10

28-Feb-11

31-Dec-11

31-Dec-11

31-Dec-11

31-Dec-11

31-Dec-13

30-Apr-14

30-Apr-13

31-Jul-13

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

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28-Feb-12

28-Feb-12

28-Feb-12

28-Feb-12

	(b)(4)	
001619		28-Feb-12
001620		28-Feb-12
001621		28-Feb-12
001622		28-Feb-12
001623		28-Feb-12
001624		28-Feb-12
001625		28-Feb-12
001626		28-Feb-12
001627		28-Feb-12
001628		28-Feb-12
001629		28-Feb-12
001630		28-Feb-12
001631		28-Feb-12
001632		28-Feb-12
001633		28-Feb-12
001634		28-Feb-12
001635		28-Feb-12
001636		28-Feb-12
001637		28-Feb-12
001638		28-Feb-12
001639		28-Feb-12
001640		28-Feb-12
001641		28-Feb-12
001642		28-Feb-12
001643		28-Feb-12
001644		28-Feb-12
001645		28-Feb-12
001646		28-Feb-12
001647		28-Feb-12
001648		28-Feb-12
001649		28-Feb-12
001650		28-Feb-12
001651		28-Feb-12
001652		28-Feb-12
001653		28-Feb-12
001654		28-Feb-12
001655		28-Feb-12
001656		28-Feb-12
001657		28-Feb-12
001658		28-Feb-12
001659		28-Feb-12
001660		28-Feb-12
001661		28-Feb-12
001662		28-Feb-12
001663		30-Sep-12
001664		30-Apr-13
001665		30-Apr-13

001666	(b)(4)	30-Apr-13
CLIN 0016		
Total		
001701		31-May-12
CLIN 0017		
Total		
001801		31-Dec-13
001802		31-Dec-13
001803		31-Dec-13
CLIN 0018		
Total		
001901		30-Apr-14
001902		30-Apr-14
001903		30-Apr-14
CLIN 0019		
Total		
002001		28-Feb-14
002002		28-Feb-14
002003		28-Feb-14
CLIN 0020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
002301		30-Apr-13
002302		30-Apr-13
002303		30-Apr-13
002304		30-Apr-13
CLIN 0023		
Total		
002401		31-Jul-13
002402		31-Jul-13
CLIN 0024		
Total		
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.

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	March 2012	23
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	August 2009	4
3	Statement of Work	August 2012	55
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	September 2009	2
6	SM-3 Program Schedule	March 2012	2
7	Block IA Restart & Requalification Plan	July 2011	51
8	Transfer Material List	March 2011	3
9	Government Furnished Equipment and Material (GFE/M) List	March 2012	8
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	SM-3 AUR Processing Requirements REV C	November 2008	28
13	Software/Technical Data to be Furnished to the Government with Limited or Restricted Data Rights	December 2010	6
14	Work Breakdown Structure (WBS)	March 2011	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	March 2012	6
17	Block IA Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794	March 2011	15
19	FMS SM-3 Blk IA Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010	4
21	Organizational Conflict of Interest (OCI)	July 2009	3

22	Flight Test Kits	February 2008	1
23	Block IB Flight & Tactical Missile Configuration	December 2010	1

(End of Summary of Changes)