

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
V

PAGE OF PAGES
1 | 23

2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5 PROJECT NO. (If applicable)
6 ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17711 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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, 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 52.243-3 Alt II, Changes - Cost Reimbursement

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: (b)(6) 23833
 See Page 2 of Summary of Changes

(b)(6)

document referenced in Item 9A or
print)

(b)(6)

and effect.
LICER (Type or print)

15C. DATE SIGNED
8/27/12

16C. DATE SIGNED
8/30/12

30-

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 23
2. AMENDMENT/MODIFICATION NO.	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 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.				
<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 13, 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 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 52.243-3 Alt II, Changes - Cost Reimbursement				
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) 23833 See Page 2 of Summary of Changes				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL. _____ EMAIL _____	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is:

1. Provide funding in the total amount of (b)(4) for CLIN 0015 under ACRN GX SubCLIN 001520 in the amount of (b)(4) and ACRN GX SubCLIN 001521 in the amount of (b)(4). The funding is obligated for future delivery incentive fee earned under CLIN 0025 (SubCLIN 001520) and CLIN 0024 (SubCLIN 001521). Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization.
2. Provide funding in the total amount of (b)(4) for CLIN 0020 under ACRN GX SubCLIN 002004
3. Provide funding in the total amount of (b)(4) for CLIN 0023 under ACRN GX SubCLIN 002305
4. Provide funding in the total amount of (b)(4) for CLIN 0024 under ACRN GX SubCLIN 002403
5. Establish CLIN 0025 for procurement of an additional 14 Block IA missile rounds.
6. Provide funding in the total amount of \$ (b)(4) for CLIN 0025 under ACRN GX SubCLIN 002501

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 0020

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

The fixed 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)

CLIN 0023

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)

CLIN 0024

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

The pricing detail quantity has increased by (b) 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 001520 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001520	Funding in support of CLIN 0015				(b)(4)
	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: Origin				
	PURCHASE REQUEST NUMBER: HQ0006218910				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GX				
	CIN: HQ00062189100004				

SUBCLIN 001521 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001521	Funding in support of CLIN 0015 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: Origin PURCHASE REQUEST NUMBER: HQ0006218906				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GX CIN: HQ00062189060002				

SUBCLIN 002004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002004	Funding in support of CLIN 0020 COST Funding for Sustainment Engineering for additional fourteen (14) IAs. FOB: Origin PURCHASE REQUEST NUMBER: HQ0006218910				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN GX CIN: HQ00062189100001				

SUBCLIN 002305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002305	Funding in support of CLIN 0023 FFP Funding in support of CLIN 0023 FOB: Origin PURCHASE REQUEST NUMBER: HQ0006218910				(b)(4)
				NET AMT	
	ACRN GX CIN: HQ00062189100002				

SUBCLIN 002403 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002403	Funding in Support of CLIN 0024 CPIF Funding for five (5) additional Standard Missile-3 (SM-3) Missile Rounds (b)(4)			(b)(4)	(b)(4)
	FOB: Origin PURCHASE REQUEST NUMBER: HQ0006218906				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GX CIN: HQ00062189060001				

CLIN 0025 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Additional Qty fourteen (14) IA's CPIF The contractor will manufacture, assemble, test, and deliver (14) SM-3 Block IA Missile. FOB: Origin	14			(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

SUBCLIN 002501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002501	Funding in support of CLIN 0025 CPIF FOB: Origin PURCHASE REQUEST NUMBER: HQ0006218910				(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: HQ00062189100003				

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)

(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 CLIN 0017

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

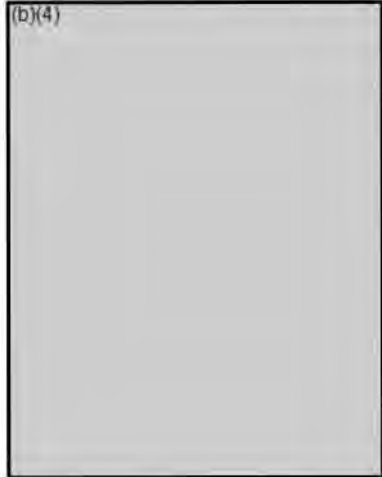
Maximum Fee

Share Ratio

Share Ratio

Above
Target
Below
Target

(b)(4)



- Under CLIN 0017, there is no potential schedule incentive fee to be earned under CLIN 0017. All schedule incentive fee will be earned under Option CLIN 0024.

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

Cost Plus Incentive Fee Schedule

Applicable to ONLY CLIN 0024:

Total Estimated Costs

Cost of Money

Target Cost

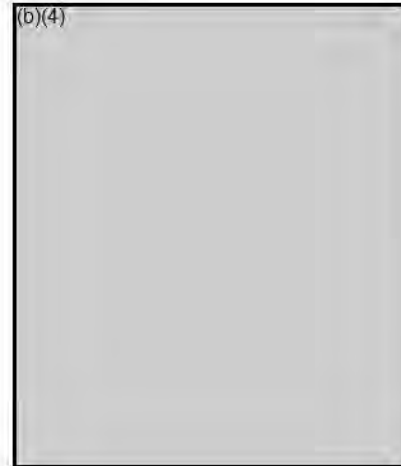
COST INCENTIVE:

Minimum Fee

Target Fee

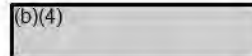
Maximum Fee

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.



- 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.

Cost Plus Incentive Fee Schedule

Applicable to CLIN 0025

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

Total Estimated Cost	(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 (at (b)(4) per day) ahead of contract, up to 60 days.

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

SUMMARY:

Minimum Fee (min fee cost, no schedule)	(b)(4)
Target Fee (target fee cost, 1 day ahead of schedule)	
Maximum Fee (max fee cost, 60 days ahead of schedule)	

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 E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001520:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 001521:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 002004:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 002305:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 002403:

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

The following Acceptance/Inspection Schedule was added for CLIN 0025:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 002501:

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

The following have been modified:

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 (b)(4) 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 has been added to SUBCLIN 002004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-AUG-2012 TO 30-SEP-2013	N/A	N/A FOB: Origin	

The following Delivery Schedule item has been added to SUBCLIN 002305:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-AUG-2012 TO 31-JAN-2014	N/A	N/A FOB: Origin	

The following Delivery Schedule item for CLIN 0024 has been changed from:

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

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-MAY-2012 TO 30-APR-2014	N/A	N/A FOB: Origin	

The following Delivery Schedule item has been added to CLIN 0025:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-AUG-2012 TO 30-SEP-2014	N/A	N/A 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 001520:

Funding on SUBCLIN 001520 is initiated as follows:

ACRN: GX

CIN: HQ00062189100004

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001521:

Funding on SUBCLIN 001521 is initiated as follows:

ACRN: GX

CIN: HQ00062189060002

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002004:

Funding on SUBCLIN 002004 is initiated as follows:

ACRN: GX

CIN: HQ00062189100001

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002305:

Funding on SUBCLIN 002305 is initiated as follows:

ACRN: GX

CIN: HQ00062189100002

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002403:

Funding on SUBCLIN 002403 is initiated as follows:

ACRN: GX

CIN: HQ00062189060001

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002501:

Funding on SUBCLIN 002501 is initiated as follows:

ACRN: GX

CIN: HQ00062189100003

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					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

(b)(4)	
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

001802	(b)(4)	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
002004		30-Sept-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	
002305	31-Jan-14	
CLIN 0023		
Total		
002401	31-Jul-13	
002402	31-Jul-13	
002403	30-Sept-14	
CLIN 0024		
Total		
002501		
CLIN 0025		
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 | 18

3. AMENDMENT/MODIFICATION NO. P00103	4. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)
6. ISSUING OFFICE (CODE) MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J 2 TUCSON AZ 85734-1337	S0305A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85756-8367	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

(CDD) 15090 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended. 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 52.243-3 Alt II, Changes - Cost Reimbursement

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: (b)(6) 24064
 The purpose of this modification is to incorporate under CLIN CLIN 0020 SM-3 Block IA Sustainment Engineering an additional (b)(4) labor hours at a total price of (b)(4) as delineated in the Summary of Changes. Additionally, this price includes Option DD of RMS proposal 1000092976 for FTS Receiver Replacement (2 each). See Summary of Changes.

(b)(6)	Document referenced in Item 9A or 10A (print)	(b)(6)	Signature (print)
(b)(6)	15C. DATE SIGNED 9/14/12	(b)(6)	16C. DATE SIGNED 9/19/12

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 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 001509

The CLIN description has changed from Funding for Potential Incentive Fee to Earned Incentive Fee.

The CLIN extended description *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.

Has been deleted.

SUBCLIN 001512

The CLIN description has changed from Funding for Earned & Potential Fee to Earned Incentive Fee.

The CLIN extended description has changed from *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.

Has Been deleted.

SUBCLIN 001513

The CLIN description Funding for Potential Incentive Fee has been deleted.

The CLIN extended description *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. has been deleted.

Has been deleted

SUBCLIN 001514

..... The CLIN description Funding for Potential Incentive Fee has been deleted.

..... The CLIN extended description *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. has been deleted..

Has been deleted.

..... 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 BASIC Funding 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 BASIC Funding in the amount of (b)(4) is obligated for potential incentive fee earned for CLIN 0019.. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization..

..... CLIN 0020..

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

..... The fixed 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 001667 is added as follows:..

.....

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001667	Incremental Funding CPIE PR# HQ0006219343 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ0006219343				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN HB CIN: HQ00062193430001				

SUBCLIN 002005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002005	Funding for CLIN 0020 CPFF FOB: Origin PURCHASE REQUEST NUMBER: 18973				(b)(4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN GU CIN: 189730001				

SUBCLIN 002006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
002006	Funding for CLIN 0020 CPFF FOB: Origin PURCHASE REQUEST NUMBER: HQ0006219219			
			ESTIMATED COST	
			FIXED FEE	
			TOTAL EST COST + FEE	
	ACRN GX CIN: HQ00062192190001			

AMOUNT

(b)(4)

SUBCLIN 002007 is added as follows:-

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
002007	Funding for CLIN 0020 CPFF FOB: Origin PURCHASE REQUEST NUMBER: HQ0006219216			
			ESTIMATED COST	
			FIXED FEE	
			TOTAL EST COST + FEE	
	ACRN HA CIN: HQ00062192160001			

AMOUNT

(b)(4)

SUBCLIN 002008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
002008	Incremental Funding CPFF HQ000619501 FOB: Origin			
			ESTIMATED COST	
			FIXED FEE	
			TOTAL EST COST + FEE	
	ACRN ET CIN: 00000000000000000000000000000000			

AMOUNT

(b)(4)

SUBCLIN 002009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002009	Incremental Funding CPFF PR AB9KLG04204 FOB: Origin				(b)(4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN DF CIN: 00000000000000000000000000000000				

SUBCLIN 002010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002010	Incremental Funding FFP AB9KLG04217 FOB: Origin				(b)(4)
				NET AMT	
	ACRN DV CIN: 00000000000000000000000000000000				

SUBCLIN 002011 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002011	Incremental Funding CPFF AB9KLG04213 FOB: Origin				(b)(4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN EF				

CIN: 00000000000000000000000000000000

SUBCLIN 002012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
002012	Incremental Funding CPFF AB9KLG05103 FOB: Origin				(b)(4)	
				ESTIMATED COST		
				FIXED FEE		
				TOTAL EST COST + FEE		
	ACRN EG CIN: 00000000000000000000000000000000					

The following have been modified:

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 (b)(4) 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)
243 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 G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001509:

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

SUBCLIN 001512:

DV: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E2C4217 021354 (CIN AB9KLG042170001) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001513:

EF: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4213 021434 (CIN AB9KLG042130001) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001514:

EG: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C5103 021434 (CIN AB9KLG051030001) was decreased by (b)(4) from (b)(4) to (b)(4)

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 001667:

Funding on SUBCLIN 001667 is initiated as follows:

ACRN: HB

CIN: HQ00062193430001

Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SP109 A2-FY1112
710000 255

Increase: (b)(4)

Total: (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 002005:

Funding on SUBCLIN 002005 is initiated as follows:

ACRN: GU

CIN: 189730001

Acctng Data: 044411 097 0300 000 N 20112013 D 2520 PB SPD09 P3-FY1113 710000
255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002006:

Funding on SUBCLIN 002006 is initiated as follows:

ACRN: GX

CIN: HQ00062192190001

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002007:

Funding on SUBCLIN 002007 is initiated as follows:

ACRN: HA

CIN: HQ00062192160001

Acctng Data: 044411 097 0300 000 N 20102012 D 2520 P7 WE209 E2-FY1012
710000 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002008:

Funding on SUBCLIN 002008 is initiated as follows:

ACRN: ET

CIN: 00000000000000000000000000000000

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002009:

Funding on SUBCLIN 002009 is initiated as follows:

ACRN: DF

CIN: 00000000000000000000000000000000

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

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002010:

Funding on SUBCLIN 002010 is initiated as follows:

ACRN: DV

CIN: 00000000000000000000000000000000

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E2C4217 021354

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002011:

Funding on SUBCLIN 002011 is initiated as follows:

ACRN: EF

CIN: 00000000000000000000000000000000

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4213 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002012:

Funding on SUBCLIN 002012 is initiated as follows:

ACRN: EG

CIN: 00000000000000000000000000000000

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C5103 021434

Increase: (b)(4)

Total (b)(4)

The following have been modified:

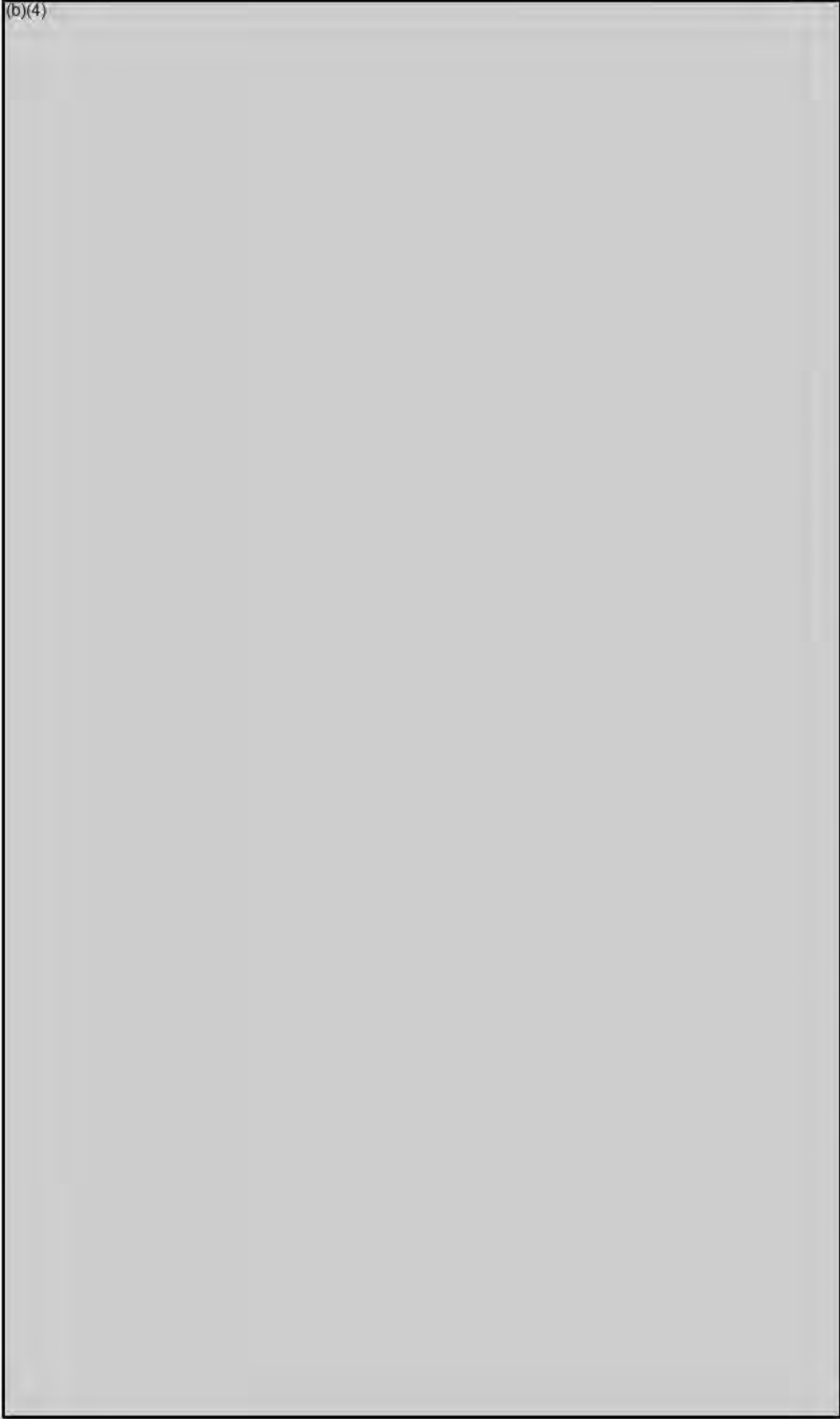
G-06 ALLOTMENT OF FUNDS (MAY 2005)

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</u> <u>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

000341
CLIN 0003
Total



28-Feb-11

000401
000402
000403
000404
000405
000406
000407
000408
CLIN 0004
Total

30-Sep-08
30-Sep-08
30-Sep-08
31-Mar-09
31-Jan-10
31-Dec-11
31-Dec-11
31-Dec-11

000501
CLIN 0005
Total

30-Nov-08

000701
000702
CLIN 0007
Total

31-Jul-09
30-Mar-09

000801
CLIN 0008
Total

000901
000902
CLIN 0009
Total

31-Dec-09
30-Oct-10

001302
001303
CLIN 0013
Total

31-Mar-11
31-Mar-11

001402
CLIN 0014
Total

31-Mar-11

001501
001502
001503
001504
001505
001506

31-Dec-08
31-Dec-11
30-Oct-09
30-Apr-10
30-Apr-10
30-Apr-10

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

002004

28-Feb-14

002005

28-Feb-14

002006

28-Feb-14

002007

28-Feb-14

002008

28-Feb-14

002009

28-Feb-14

002010

28-Feb-14

002011

28-Feb-14

002012

28-Feb-14

CLIN 0020
Total

002101

30-Sep-11

002102

30-Sep-11

002103

30-Sep-11

CLIN 0021
Total

002301

30-Apr-13

002302

30-Apr-13

002303

30-Apr-13

002304

30-Apr-13

002305

CLIN 0023
Total

002401

31-Jul-13

002402

31-Jul-13

002403

CLIN 0024
Total

002501

CLIN 0025
Total



Grand Total

(b)(4)

(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 10
2. AMENDMENT/MODIFICATION NO. P00104	3. EFFECTIVE DATE 24-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 1721 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.				
<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 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 52.222.32, 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) 24307 The purpose of this modification is to provide incremental funding in the amount of (b)(4) for CLIN 0016. This modification also revise CLIN 0020 "Total Alloted" column to reflect the correct funding obligated in Modification P00103. 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, have been reviewed and approved for this Amendment.				
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 24-Sep-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001665

The CLIN extended description has changed from PR# HQ0006217293 BASIC & PR# HQ0006218127 BASIC

To:

This ACRN and SubCLIN is funded by following PRs: HQ0006217293 BASIC, HQ0006218127 BASIC & HQ0006219896 BASIC..

SUBCLIN 001668 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001668	Incremental Funding CPIF PR# HQ0006219877 BASIC & PR# HQ0006219893 FOB: Destination PURCHASE REQUEST NUMBER: HQ0006219877				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GV CIN: HQ00062198770016				

SUBCLIN 001669 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001669	Incremental Funding CPIF PR# HQ0006219891 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006219891				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
				ACRN HC	
				CIN: HQ00062198910016	

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:

GY: 044411 097 0400 000 N 20112012 D 2520 XC SPD09 A2-01-FY1112 710000 255 (CIN HQ00062172930001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001668:

Funding on SUBCLIN 001668 is initiated as follows:

ACRN: GV

CIN: HQ00062198770016

Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SPD09 A3-01-FY1112 710000 255

Increase: (b)(4)

Total (b)(4)

SUBCLIN 001669:

Funding on SUBCLIN 001669 is initiated as follows:

ACRN: HC

CIN: HQ00062198910016

Acctng Data: 044411 097 0400 000 N 20112012 D 2520 XC SPF09
710000 255

A0-01-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>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</u> <u>Date</u>
000101	(b)(4)				29-Feb-08
000102	(b)(4)				29-Feb-08
000103	(b)(4)				29-Feb-08
000104	(b)(4)				29-Feb-08
000105	(b)(4)				29-Feb-08
000106	(b)(4)				29-Feb-08
000107	(b)(4)				31-Jul-08
000108	(b)(4)				31-Jul-08
000109	(b)(4)				30-Apr-08
000110	(b)(4)				31-Jul-08
000111	(b)(4)				30-Apr-08
000112	(b)(4)				31-Dec-08
000113	(b)(4)				30-Apr-08
000114	(b)(4)				31-Dec-08
000115	(b)(4)				31-Dec-08
000116	(b)(4)				31-Dec-08
000117	(b)(4)				30-Jun-09

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

(b)(4)

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

002004

28-Feb-14

002005

28-Feb-14

002006

28-Feb-14

002007

28-Feb-14

002008

28-Feb-14

002009

28-Feb-14

002010

28-Feb-14

002011

28-Feb-14

002012

28-Feb-14

CLIN 0020
Total

002101

30-Sep-11

002102

30-Sep-11

002103

30-Sep-11

CLIN 0021
Total

002301

30-Apr-13

002302

30-Apr-13

002303

30-Apr-13

002304

30-Apr-13

002305

30-Apr-13

CLIN 0023
Total

002401

31-Jul-13

002402

31-Jul-13

002403

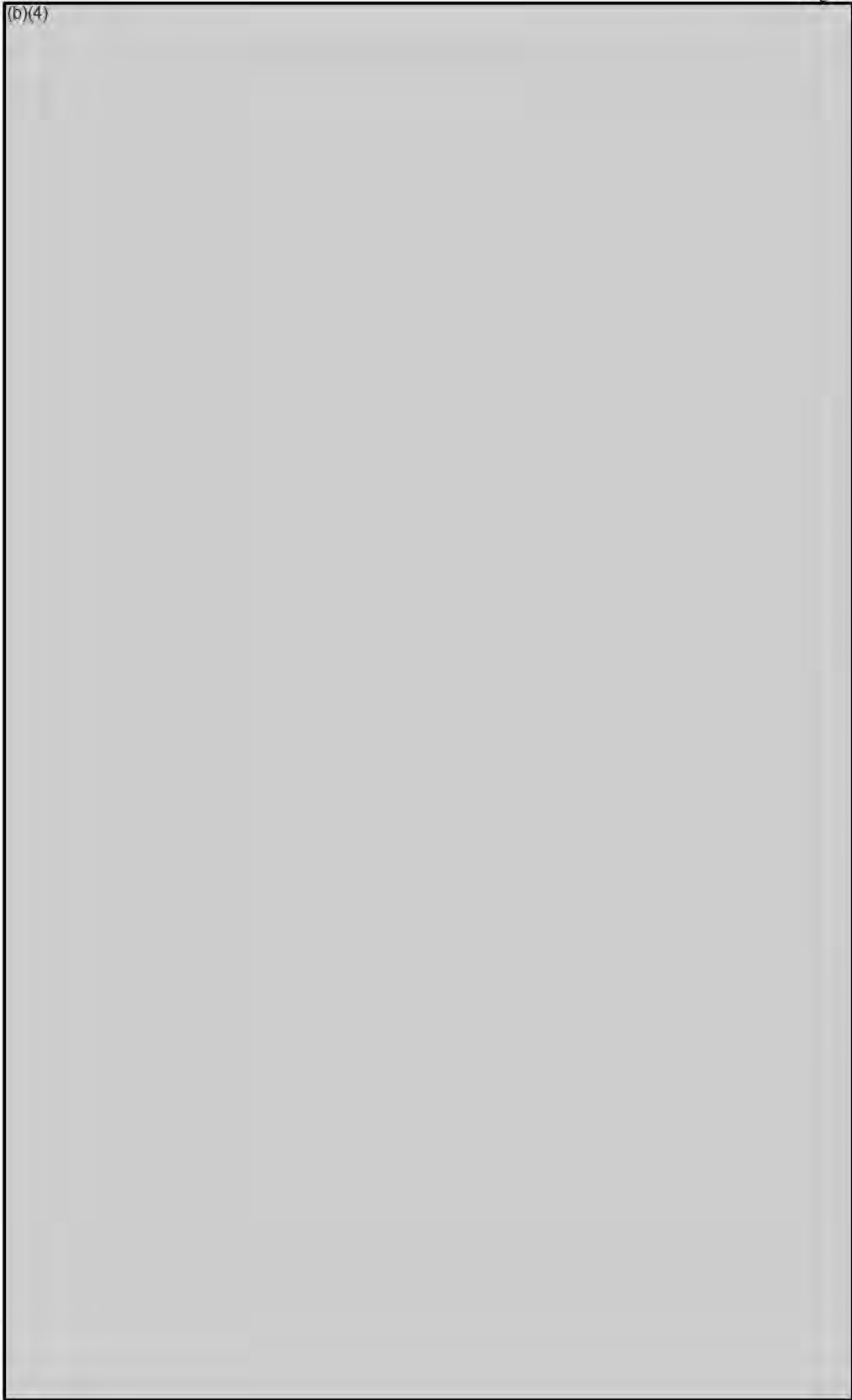
31-Jul-13

CLIN 0024
Total

002501

30-Sep-14

CLIN 0025
Total



Grand Total

(b)(4)

(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 12
2 AMENDMENT/MODIFICATION NO. P00105	3 EFFECTIVE DATE 11-Oct-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 MSJ-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 85756-9967		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.				
<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 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 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) 24176 The purpose of this modification is to increase ceiling on CLINs 0001, 0003, 0004, 0005, 0007, 0008, 0009, and 0012. In addition, funding will be provided under FMS CLIN 0009 in the amount of (b)(4) and Delivery Incentive CLIN 0015 in the amount of (b)(4). All other terms and conditions remain unchanged and in full force and effect.				
(b)(6)		(b)(6)		
Document referenced in Item 9A or (print)		R (Type or print) <i>Chief Officer</i>		
15C. DATE SIGNED <i>10/16/12</i>		16C. DATE SIGNED <i>10/23/12</i>		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		STANDARD FORM 30 (Rev. 10-83) Issued by GSA 48 CFR 53.243		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				V	1 12
2. AMENDMENT/MODIFICATION NO. P00105	3. EFFECTIVE DATE 11-Oct-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.					
<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 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 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) 124176 The purpose of this modification is to increase ceiling on CLINs 0001, 0003, 0004, 0005, 0007, 0008, 0009, and 0012. In addition, funding will be provided under FMS CLIN 0009 in the amount of (b)(4) and Delivery Incentive CLIN 0015 in the amount of (b)(4). All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or (b)(6)					
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)	
15B. CONTRACT OR/OFFEROR				15C. DATE SIGNED	
(Signature of person authorized to sign)				23-Oct-2012	

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 0001

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)

CLIN 0003

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)

CLIN 0004

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)

CLIN 0005

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)

CLIN 0007

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)

CLIN 0009

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 000901

The CLIN extended description has changed from MIPR N0002408MP50661 to MIPR N0002408MP50661 and MIPR N0002408MP50661.

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 001510

The CLIN extended description has changed from Incentive fee for CLIN 0009 deliveries to Incentive fee for CLIN 0009 deliveries, (b)(4) from MIPR N0002408MP50661.

SUBCLIN 001665

The MDAP/MAIS Code CAA has been deleted.

SUBCLIN 001666

The MDAP/MAIS Code CAA has been deleted.

SUBCLIN 002402

The MDAP/MAIS Code CAA has been deleted.

The following have been modified:

Cost Plus Incentive Fee Schedule

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

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

Total Estimated Costs

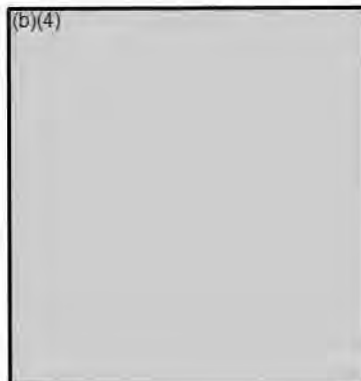
Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee



Maximum Fee

(b)(4)

Share Ratio Above Target
Share Ratio Below Target

(b)(4)

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 (at (b)(4) per day) ahead of contract, up to 60 days.
** The target cost of each missile shall be determined based on the target cost of the applicable CLIN

SUMMARY:

Minimum Fee (min fee cost, no schedule)

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

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

(b)(4)

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

Cost of Money

Target Cost

(b)(4)

COST INCENTIVE:

Minimum Fee

(b)(4)

Target Fee

Maximum Fee

Share Ratio Above Target
Share Ratio Below Target

(b)(4)

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6)

30 days ahead

60 days ahead

(b)(4)

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

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

SUMMARY:

Minimum Fee (min fee cost, no schedule)

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

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

(b)(4)

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0013, 0014, and 0021

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

Total Estimated Costs

Cost of Money

Target Cost

(b)(4)

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio Above Target
Share Ratio Below Target

(b)(4)

(b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 000901:

AQ: 97-11X8242 8WJU 310 4Q452 0 068342 2D CCXT01 H54GY425101P (CIN MIPRN0002408MP506610001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001510:

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

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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</u> <u>Date</u>
--	-------------------	--	--	-------------------------------------

000326	(b)(4)	30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
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	(b)(4)	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	
001519	31-Jul-13	
001520		
001521		
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	

001664	(b)(4)	30-Apr-13
001665		30-Apr-13
001666		30-Apr-13
001667		30-Apr-13
001668		30-Apr-13
001669		30-Apr-13
CLIN 0016		30-Apr-13
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	
002004	28-Feb-14	
002005	28-Feb-14	
002006	28-Feb-14	
002007	28-Feb-14	
002008	28-Feb-14	
002009	28-Feb-14	
002010	28-Feb-14	
002011	28-Feb-14	
002012	28-Feb-14	
CLIN 0020		
Total		
002101	30-Sep-11	
002102	30-Sep-11	
002103	30-Sep-11	
CLIN 0021		
Total		
002301	30-Apr-13	
002302	30-Apr-13	

002303
 002304
 002305
 CLIN 0023
 Total

002401
 002402
 002403
 CLIN 0024
 Total

002501
 CLIN 0025
 Total

Grand Total



30-Apr-13

30-Apr-13

31-Jul-13

31-Jul-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.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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(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. P00106	3. EFFECTIVE DATE 25-Oct-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. <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: (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) 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) 13145 The purpose of this modification is to provide funding in the amount of (b)(4) for CLIN 0016.					
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)			26-Oct-2012		
			16C. DATE SIGNED		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001670 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001670	Incremental Funding CPIF PR# HQ0276320197 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0276320197				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN HD CIN: HQ02763201970016				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001670:

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

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001670:
Funding on SUBCLIN 001670 is initiated as follows:

ACRN: HD

CIN: HQ02763201970016

Acctng Data: 044411 097 0400 000 N 20132014 D 2520 XC SPD09_FY13
710000 255

A3-FY1314

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</u> <u>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

000402
000403
000404
000405
000406
000407
000408
CLIN 0004
Total

000501
CLIN 0005
Total

000701
000702
CLIN 0007
Total

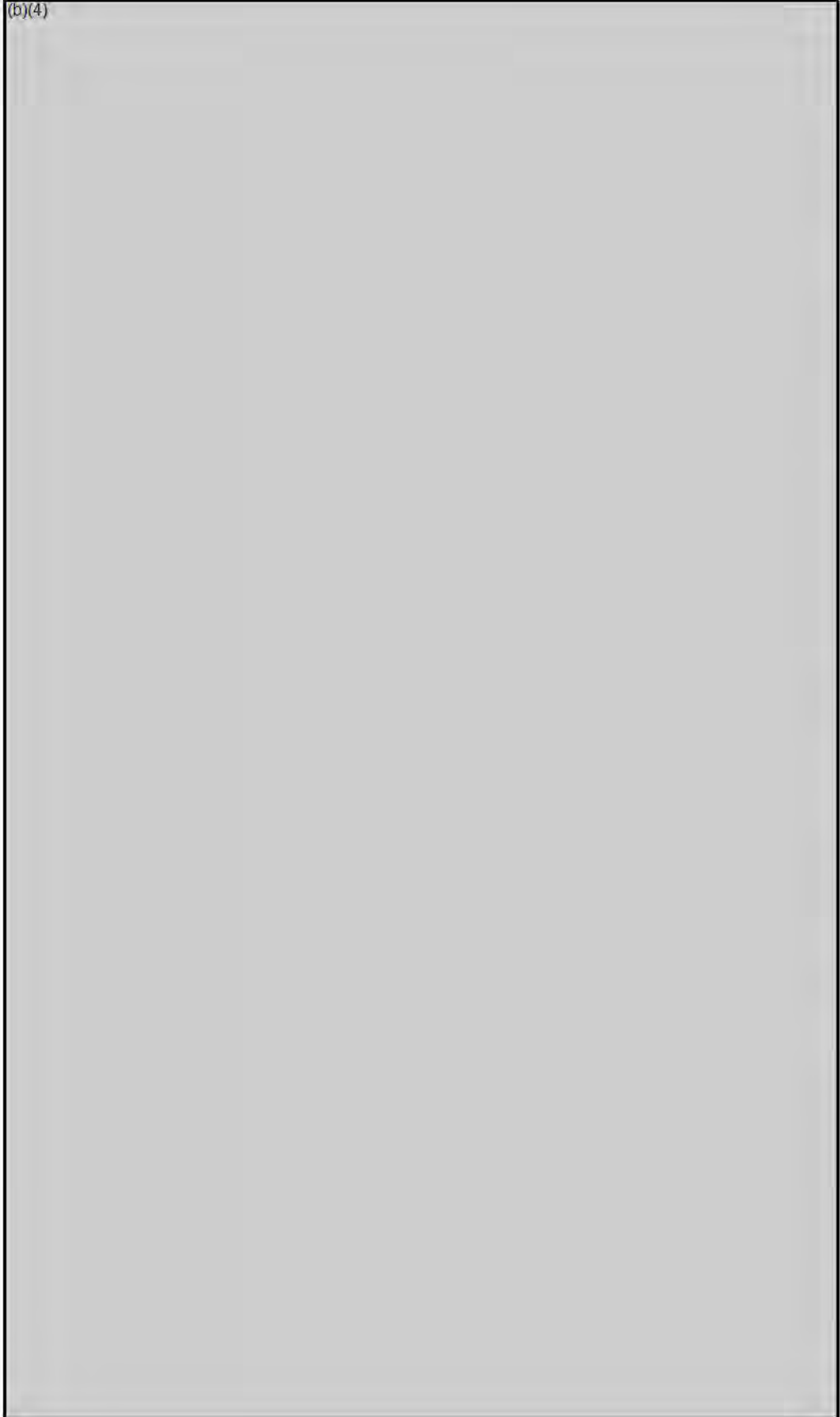
000801
CLIN 0008
Total

000901
000902
CLIN 0009
Total

001302
001303
CLIN 0013
Total

001402
CLIN 0014
Total

001501
001502
001503
001504
001505
001506
001507
001508
001509
001510
001511



30-Sep-08
30-Sep-08
31-Mar-09
31-Jan-10
31-Dec-11
31-Dec-11
31-Dec-11

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

001901	(b)(4)	30-Apr-14
001902	(b)(4)	30-Apr-14
001903	(b)(4)	30-Apr-14
CLIN 0019	(b)(4)	
Total	(b)(4)	
002001	(b)(4)	28-Feb-14
002002	(b)(4)	28-Feb-14
002003	(b)(4)	28-Feb-14
002004	(b)(4)	28-Feb-14
002005	(b)(4)	28-Feb-14
002006	(b)(4)	28-Feb-14
002007	(b)(4)	28-Feb-14
002008	(b)(4)	28-Feb-14
002009	(b)(4)	28-Feb-14
002010	(b)(4)	28-Feb-14
002011	(b)(4)	28-Feb-14
002012	(b)(4)	28-Feb-14
CLIN 0020	(b)(4)	
Total	(b)(4)	
002101	(b)(4)	30-Sep-11
002102	(b)(4)	30-Sep-11
002103	(b)(4)	30-Sep-11
CLIN 0021	(b)(4)	
Total	(b)(4)	
002301	(b)(4)	30-Apr-13
002302	(b)(4)	30-Apr-13
002303	(b)(4)	30-Apr-13
002304	(b)(4)	30-Apr-13
002305	(b)(4)	30-Apr-13
CLIN 0023	(b)(4)	
Total	(b)(4)	
002401	(b)(4)	31-Jul-13
002402	(b)(4)	31-Jul-13
002403	(b)(4)	31-Jul-13
CLIN 0024	(b)(4)	
Total	(b)(4)	
002501	(b)(4)	30-Sep-14
CLIN 0025	(b)(4)	
Total	(b)(4)	
Grand Total	(b)(4)	

(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			I. CONTRACT ID CODE V	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00107	3. EFFECTIVE DATE 06-Dec-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 160 DAHLGREN VA 22448-5154	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.				
<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)				
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) 3619 The purpose of this modification is to 1. Authorize the use of overtime in accordance with FAR 52.222-2; 2. 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) Update Attachment 4 - GFP/GFE to include the updated Rent-Free Use of Agreement language; and 4. Provide a Period of Performance extension for CLINs 0020 & 0023 until July 31, 2014, at no additional costs to the Government. Except as provided herein, all other conditions of the contract remain unchanged and in full force and effect. See Page 2 continuation page for more detail.				
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) type, or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16C. DATE SIGNED 06-Dec-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

BLOCK 14 CONT

The total amount authorized for Overtime Premium Hours under this modification is (b)(4). The total amount (b)(4) for the Overtime Premium Hours for the contract has been updated in Section I under Clause 52.222-2 (a).

Payment for Overtime Premium Hours is to cover the following tasks stated below for (b)(4) at the Rancho Cordova location. Below the hourly Overtime Premium hours charges are broken down by (b)(4).

WBS	WBS Description (Task)	Price
LFP460	Oven watch for first 48 hours after cast. Propellant starts to cure as soon as it is mixed in preparation for casting. It must be mixed and cast and placed for cure in a specific chronological span.	(b)(4)
LFP710	MSU Hotfire Technician oversight during off hours. Testing is completed in accordance with an approved test plan. The test plan has a chronological sequence to be followed without interruption.	
	Total	

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

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001518

The CLIN extended description has changed from 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, 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 F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0020 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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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
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 31-JUL-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-APR-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 01-SEP-2011 TO 31-JUL-2014	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The total use of overtime is authorized under this contract if the overtime premium cost does not exceed (b)(4) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of 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	August 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	December 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	December 2010	6

14	Government with Limited or Restricted Data Rights Work Breakdown Structure (WBS)	March 2011	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	August 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 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY. (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E. HERMANS RD. TUCSON AZ 85756-9367			5. PROJECT NO. (If applicable) S0305A	
			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 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) 3740 See Page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)	
			16C. DATE SIGNED	

SECTION SF.30 BLOCK 14 CONTINUATION PAGE.

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

The purpose of this modification is to:

1. Deobligate (b)(4) from CLIN 0015 ACRN GW SubCLIN 001518.
2. Remove the MDA G-06 Allotment of Funds table from the MDA G-06 clause, and established Attachment 24 as the Allotment of Funds table.
3. Completed administrative changes to Section B, Section D, Section G, Section H, and Section I to reflect updated information of the contract.

SUMMARY OF CHANGES**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

DETERMINATION OF SCHEDULE

DETERMINATION OF SCHEDULE INCENTIVE FEE

(Applicable to CLINs 0001, 0003, 0004, 0005, 0007, 0009, 0012, 0018, 0019 and 0025)

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) 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) 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)(4)) 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.

SECTION D - PACKAGING AND MARKING

The following have been modified:

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to (specialist enter either COR or PCO or both as appropriate to the acquisition).

Missile Defense Agency, MDA/AB
17211 Avenue D, Suite 160
Dahlgren, VA 22448
(b)(6)
Contracting Officer Representative (COR)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001518:

GW: 044411 097 0400 000 N 20122013 D 2520 XC SPD09 FY12 A3-FY1213
 710000 255 (CIN HQ00062170490015) was decreased by (b)(4) from (b)(4)
 to (b)(4)

The following have been added by full text:

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, see Attachment 24 – Allotment of Funds Table.

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, see Attachment 24 – Allotment of Funds Table.

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.

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

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.

The following have been modified:

G-01 CONTRACT ADMINISTRATION (SEP 2010)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)
Organizational Code: MDA/DACG
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)
Organizational Code: MDA/AB
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

The COTR under this contract is:

Name: Leslie Girata
Organizational Code: MDA/AB
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan (April 2008) requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: Laura Anderson
Organizational Code: MDA/Small Business (SB)
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit [http:// www.acq.osd.mil/dpap/pdi/eb/index.htm](http://www.acq.osd.mil/dpap/pdi/eb/index.htm)

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, 0024, and 25 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-31 TECHNICAL COGNIZANCE (JUN 2011)

a. The Add Technical 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 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 I - CONTRACT CLAUSES

The following have been modified:

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Stacy Bostjanick, Contracting Officer

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Table of Contents has been deleted

The following have been added by full text:

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19	FMS SM-3 Blk IA Configuration	March 2006	2

20	SM-3 Spares Manufacturing Components Material List	July 2010	4
21	Organizational Conflict of Interest (OCI)	July 2009	3
22	Flight Test Kits	February 2008	1
23	Blk IB Flight & Tactical Missile Configuration	December 2010	1
24	Allotment of Funds Table	December 2012	6

(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: **P00109** 3. EFFECTIVE DATE: **2/4/13** 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE 5. PROJECT NO. (if applicable)

6. ISSUED BY (CODE): **HQ0276** 7. ADMINISTERED BY (if other than item 6) (CODE): **S0305A**
 MISSILE DEFENSE AGENCY (MDA)
 17211 AVENUE D SUITE 160
 DAHLGREN VA 22448 5154
 DCMA RAYTHEON TUCSON
 BLDG 801 MS J 2
 TUCSON AZ 85734-1337

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
 RAYTHEON COMPANY
 1151 E HERMANS RD
 TUCSON AZ 85756-9067
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO. **N00024-07-C-6119**
 10B. DATED (SEE ITEM 13)
 X **14-May-2007**
 CODE: **15090** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, 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

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 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 is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **(b)(6) 131000**
 The purpose of this modification is to: 1. Update CDRLs with signatures and delete CDRLs A012 and B008 "Performance and Cost Report".
 2. This modification also provides authorization for RMS to bill against SubCLIN 001507 in the amount of **(b)(4)** for the RCC319 requirement incentive fee that was executed in modification P00105.

(b)(6) document referenced in Item 9A or (b)(6)
 (print) (print)
 15C. DATE SIGNED: **1/25/13** 16C. DATE SIGNED: **2/4/13**
 (b)(6) (print) **ing officer**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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(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. P00110	3. EFFECTIVE DATE 04-Mar-2013	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				
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<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: (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>					
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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
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) 131519 The purpose of this modification is to deobligate (b)(4) from CLIN 0016. Attachment 24 - Allotment of Funds Table has been updated to reflect the change.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A shall apply to this Amendment.					
15A. NAME AND TITLE OF SIGNER (Type or print)			(b)(6)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		
(Signature of person authorized to sign)			04-Mar-2013		
			16C. DATE SIGNED		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**

2. AMENDMENT/MODIFICATION NO: **PO0110** 3. EFFECTIVE DATE: **3-4-13** 4. REQUISITION/PURCHASE REQ NO: SEE SCHEDULE 5. PRODUCT NO (if applicable):

6. ISSUED BY (CODE): **H00276** 7. ADMINISTERED BY (Other than item 6) (CODE): **S0305A**
 MISSILE DEFENSE AGENCY (MDA)
 17211 AVENUE D SUITE 160
 DAHLGREN VA 22448 5154 DCM RAYTHEON TUCSON
 BLDG 801 MS J-2
 TUCSON AZ 85734 1337

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended. 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 is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **(b)(6) 31519**
 The purpose of this modification is to deobligate **(b)(4)** from CLIN 0016. Attachment 24 - Allotment of Funds Table has been updated to reflect the change.

(b)(6) document referenced in Item 9A or (b)(6)
 or print) Type or print)

15C. DATE SIGNED: **3/1/13** 16C. DATE SIGNED: **3-4-13**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001670:

HD: 044411 097 0400 000 N 20132014 D 2520 XC SPD09 FY13 A3-FY1314 710000
255 (CIN HQ02763201970016) was decreased by (b)(4) from (b)(4) to (b)(4)

(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.

PO0111

3. EFFECTIVE DATE

3-14-13

4. REQUISITION/PURCHASE REQ. NO.

SEE SCHEDULE

5. PROJECT NO. (if applicable)

6. ISSUED BY (CODE)

HQ02/6

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

7. ADMINISTERED BY (If other than item 6) (CODE)

S0305A

DCMA RAYTHEON TUCSON
BLDG 801 MS J 2
TUCSON AZ 85734-1337

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

10B. DATED (SEE ITEM 13)

X 14-May-2007

CODE: 15090

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended. 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)
Mutual Agreement Between Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Modification Control Number: (b)(6) 131710

The purpose of this modification is to reallocate CLINS 0001 (b)(4), 0003 (b)(4), 0004 (b)(4), 0005 (b)(4), 0007 (b)(4) and 0009 (b)(4) cost in the amount of (b)(4) to the respective CLINs Target Fee. This reallocation is being performed to reflect Raytheon's underrun for the respective CLINS. This reallocation is only approving (b)(4) of the underrun pool of funds. Attachment 24 is included to reflect the reallocation of funds for the respective CLINS stated. The total of the contract remains unchanged.

This modification provides FMS authorization to submit invoices against the amounts stated above.

(b)(6)

the document referenced in Item 9A or (b)(6)
type or print)

15C. DATE SIGNED

3/13/13

16C. DATE SIGNED

3-14-13

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00111	3. EFFECTIVE DATE 14-Mar-2013	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)				
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 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) 131710 The purpose of this modification is to reallocate CLINS 0001 (b)(4) 0003 (b)(4) 0004 (b)(4) 0005 (b)(4) 0007 (b)(4) and 0009 (b)(4) cost in the amount of (b)(4) to the respective CLINs Target Fee. This reallocation is being performed to reflect Raytheon's underrun for the respective CLINs. This reallocation is only approving 90% of the underrun pool of funds. Attachment 24 is included to reflect the reallocation of funds for the respective CLINs stated. The total of the contract remains unchanged. This modification provides RMS authorization to submit invoices against the amounts stated above.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or (b)(6)				
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 14-Mar-2013	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**

2. AMENDMENT/MODIFICATION NO.: **P00112** 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 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 COMPANY
1151 E HERMANS RD
TUCSON AZ 85756-9067** 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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, 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 is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: **(b)(6) 31870**
The purpose of this modification is to deobligate the amount of **(b)(4)** from CLIN 0015, SubCLIN 001518, ACRN GW.

(b)(6)

15C. DATE SIGNED
3/20/13

(b)(6)

16C. DATE SIGNED
3/20/13

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00112	3. EFFECTIVE DATE 20-Mar-2013	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)		
			<input checked="" type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. <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: (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 CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) 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) 31870 The purpose of this modification is to deobligate the amount of (b)(4) from CLIN 0015, SubCLIN 001518, ACRN GW.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or (b)(6)					
15A. NAME AND TITLE OF SIGNER (Type or print)			(b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED			
(Signature of person authorized to sign)		20-Mar-2013			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001518:

GW: 044411 097 0400 000 N 20122013 D 2520 XC SPD09_FY12 A 3-FY1213 710000
255 (CIN HQ00062170490015) was decreased by (b)(4) from (b)(4) to (b)(4)

(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. P00113	3. EFFECTIVE DATE 27-Mar-2013	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. <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: (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 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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 Limitation of Funds					
D. OTHER (Specify type of modification and authority)					
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) 131996 The purpose of this modification is to update Attachment 24 Allotment of Funds Table to reallocate (b)(4) of Incentive Fee under CLIN 0016 back to cost.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A shall apply to this modification.					
15A. NAME AND TITLE OF SIGNER (Type or print)			(b)(6)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		
(Signature of person authorized to sign)			27-Mar-2013		
			16C. DATE SIGNED		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **2**

2. AMENDMENT/MODIFICATION NO.: **P00114** 3. EFFECTIVE DATE: **4/8/13** 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE: **HQ0276** 7. ADMINISTERED BY (if other than item 6) CODE: **S0305A**
 MISSILE DEFENSE AGENCY (MDA)
 17211 AVENUE D SUITE 160
 DAHLGREN VA 22448-5154
 DCMA RAYTHEON TUCSON
 BLDG 801 MS J-2
 TUCSON AZ 85734-1337

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**
 10B. DATED (SEE ITEM 13)
 X **14-May-2007**
 CODE: **15090** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended. 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)
Mutual Agreement Between the Parties
 E. IMPORTANT: Contractor is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **(b)(6) 132069**
 The purpose of this modification is to authorize Raytheon to buy FMS Nosecone Liners under CLIN 0021 the total amount of this requirement is **(b)(4)** This requirement is hereby incrementally funded for a total amount of **(b)(4)** that is currently funded under CLIN 0021 SubCLIN 002103 ACRN DP.

(b)(6)

Printed Name: **Tracy's Neg...**
 15C. DATE SIGNED: **4/4/13**

(b)(6)

16C. DATE SIGNED: **4/8/13**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

TABLE OF CONTENTS

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	January 2013	21
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	October 2008	11
5	Manufacturing Components Parts List	September 2009	2
6	SM-3 Program Schedule	August 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	December 2012	8
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	June 2000	47
11	ECP Leader Instruction	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	WBS Dictionary	March 2009	9
16	Shipping Instruction Data	August 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	April 2013	4
21	Organizational Conflict of Interest (OCI)	July 2009	3
22	Flight Test Kits	February 2008	1
23	Blk IB Flight & Tactical Missile Configuration	December 2010	1
24	Allotment of Funds Table	December 2012	11

(End of Summary of Changes)