

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1   5</b>
2. AMENDMENT/MODIFICATION NO. <b>PZ0001</b>		3. EFFECTIVE DATE <b>13-Oct-2005</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CODE <b>W9113M</b>  US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) CODE <b>S1501A</b>  DCM INDIANAPOLIS 8889 E 56TH STREET INDIANAPOLIS IN 46249-5701			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1010 PRODUCTION RD FORT WAYNE IN 46808-4106				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>W9113M-05-C-0147</b>	
				X 10B. DATED (SEE ITEM 13) <b>29-Apr-2005</b>	
CODE <b>37695</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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: <b>FAR 43.103(A) and mutual agreement of the parties.</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  In response to U.S. Army Space and Missile Defense Command letter dated 4 April 2005, Raytheon Company submitted a not-to-exceed estimate by letter PMF05-CID-0420-01 dated 20 April 2005 for an NTE amount of \$5.4M.  Raytheon Company submitted a Cost Plus Fixed Fee (CPFF) proposal PMF05-CID-0526-02 entitled, "Battlefield Target Identification Device (BTID) Unit Procurement Cost Reduction Program", dated 24 June 2005 in the amount of [REDACTED]  The parties agree to the CPFF amount of [REDACTED] as a complete and equitable adjustment for the proposal. Raytheon Company releases the government from any and all liability under the contract for further equitable adjustments relative to this proposal.					
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)		
[REDACTED]			[REDACTED]		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY [REDACTED] (Signature of Contracting Officer)		13-Oct-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to \$5,171,056.00.

The following have been deleted:

A01                      LETTER CONTRACT    OCT 2001

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has been changed  
FROM:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Battlefield Target Identification Device CPFF	[REDACTED]	[REDACTED]		
	Work as set forth in SOO dated 28 March 2005, entitled "Battlefield Target Identification Device (BTID) Unit Procurement Cost Reduction Program"; NTE proposal dated 5 April 2005 and its Attachment 1; Assumptions contained in letter dated 20 April 2005; and forthcoming SOW from Raytheon.				
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	TBD

TO:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Battlefield Target Identification Device CPFF	[REDACTED]	[REDACTED]		
	Work as set forth in SOO dated 28 March 2005, entitled "Battlefield Target Identification Device (BTID) Unit Procurement Cost Reduction Program"; and the contractor's SOW dated 24 June 2005 incorporated herein by reference in Section J, hereof.				
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$5,171,056.00
	ACRN AA Funded Amount				\$3,578,000.00

FOB: Destination

CLIN 0001:

The estimated/max cost has increased by [REDACTED]  
 The fixed fee [REDACTED] has been added.  
 The total cost of this line item has increased by [REDACTED] to  
 \$5,171,056.00.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding, Including Fee(s): [REDACTED]
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 3,578,000
- (5) Net Amount Required for Full Funding: [REDACTED]
- (6) Estimated Period of Performance the Allotted Amount Will Cover: [REDACTED]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

- (1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT B - Distribution authorized to U.S. Government agencies only due to proprietary information and/or Arms Export Control Act Information, **(date of contract)**. Other requests for this document shall be referred to [REDACTED]

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

## SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.216-23	Execution And Commencement Of Work	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
252.217-7027	Contract Definitization	OCT 1998

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>ATT/EXH ID</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Attachment 01:	Statement of Objectives, “Battlefield Target Identification Device (BTID) Unit Procurement Cost Reduction Program” incorporated herein by reference.	28 March 2005	15
Attachment 02:	Reserved		
Attachment 03:	Reserved		
Attachment 04:	Reserved		
Attachment 05:	Contractor’s Statement of Work, incorporated herein by reference	24 June 2005	11
Attachment 06:	DD Form 254, Contract Security Classification Specification, incorporated herein by reference.	10 March 2005	2
Attachment 07:	Contractor’s Representations and Certifications, incorporated herein by reference.	4 April 2005	18
Exhibit A:	DD Form 1423, Contract Data Requirements List (CDRL)	28 March 2005	12

(End of Summary of Changes)