

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   11</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00003</b>	3. EFFECTIVE DATE <b>14-May-1999</b>	4. REQUISITION/PURCHASE REQ. NO. 9BCA03	5. PROJECT NO.(If applicable)		
6. ISSUED BY CODE <b>DASG60</b>  U.S. ARMY SPACE AND MISSILE DEFENSE COMMAN PO BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON TECHNICAL SERVICES COMPANY 1665 HUGHES WAY BLDG A1 LONG BEACH CA 90810-1835			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-99-C-0003</b>	
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) <b>17-Feb-1999</b>	
CODE	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>See Schedule</b>					
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).					
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: "DFARS 252.217-7027 "Contract Definitization," and H Clause "Options" ation				
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.)  1. The purpose of this modification is to definitize Letter Contract DASG60-99-C-0003, dated 6 January 1999. The contractor has submitted their definitization proposal dated 14 December 1998 and the parties completed negotiations on 5 April 1999. Contract Modifications P0001 and P0002, dated 17 February 1999 and 30 April 1999 respectively were incremental funding modifications. Letter Contract DASG60-99-C-0003, as modified by P0001 and P0002, is further modified to delete and replace with the following Standard Form (SF) 26 and Contract Parts I, II, and III.					
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)		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)			16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		
15C. DATE SIGNED		16C. DATE SIGNED <b>27-May-1999</b>			

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## Changes in Section A

Funding line '219 2040.0000 36-6020 P665605.E97-2552 JS9A730200 S01021' was deleted.

## Changes in Section B

## CLIN 0001

Funding line '219 2040.0000 36-6020 P665605.E97-2552 JS9A730200 S01021' was added.

## CLIN 0002

The period of performance start date 16-Dec-1998 has been added.

The period of performance end date 15-Dec-1999 has been added.

CLIN 0003 was added.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Hours		\$3,151,457.22
	Option I - Scope of Work, dated 12 Nov 98, Sea Lite Beam Director				
	FFP-LOE - Scope of Work, dated 12 Nov 98, Sea Lite Beam Director(SLBD), requirements for the level of effort technical support services associated with the operation and maintenance of the SLBD located at the High Energy Laser System Test Facility (HELSTF), White Sands, NM				

NET AMT \$3,151,457.22

CEILING PRICE \$

CLIN 0004 was added.

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		.00	Lot		\$0.00
	Contract Data Requirements List (CDRL)				
	FFP-LOE - DD Form 1423, Exhibit A, consisting of Line Item Nos. 001 through 00G, incorporated herein and attached as set forth in Part III, Section J, hereof.				

NET AMT	\$0.00
CEILING PRICE	\$

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Changes in Section F

The following clauses which are incorporated by full text have been added:

PERIOD OF PERFORMANCE:

a. The contractor shall provide all level of effort, data, and reports required by CLINs 0001 and 0002 within twelve (12) months after the effective date of the contract. (15 Dec 99)

b. The contractor shall provide all level of effort, data, and reports required by CLINs 0003 and 0004 within twenty-four (24) months after the effective date of the contract. (15 Dec 00)

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Changes in Section G

The following clauses which are incorporated by full text have been added:

INVOICING AND VOUCHERING:

a. Public vouchers (SF 1034) or contractor equivalent shall be submitted directly to the paying office in accordance with DFARS 242.803(b). The contractor shall submit invoices covering the actual hours (LOE) performed directly and the rate setforth in Section B of the contract. The paying office is specified in Block 12 of the Standard Form 26.

b. The paying office shall ensure that the voucher is disbursed of each ACRN as indicated.

c. The contractor shall identify on each public voucher/invoice: (1) the contract number, (2) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," and (3) the Order Number/PRON; and (4) in the address block, the Tax Identification Number, a point of contact, and the telephone number (See Section J for sample).

d. Department of Defense requires that the Taxpayer Identification Number (TIN) be place on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

e. The contractor may submit public vouchers, not more frequently than monthly, based on the level of effort expended under this contract. The voucher/invoice shall be computed based on the composite rate per hour specified in Section B of this contract. The last or final voucher/invoice will not be paid until the Technical Monitor has accepted the final report.

f. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

g. The contractor shall submit the following certificate of conformance for each invoice/voucher as certification of having performed the number of hours being billed.

**CERTIFICATE OF CONFORMANCE**

I certify that on, (insert inclusive dates) \_\_\_\_\_ (Insert Contractor's Name) furnished the supplies or services called for by contract No. (Insert Contract Number) and/or has performed the Direct Productive Person Hours (DPPH) identified on this invoice/voucher in accordance with Section B of contract and all other applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

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Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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Changes in Section H

The following clauses which are incorporated by full text have been added:

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, the U.S. Army Space and Missile Defense Command Public Affairs Officer (SMDC-PA) is responsible for processing clearance of contractor-originated material for public release. This includes forwarding the material to appropriate Department of the Army agencies for actual clearance.

b. All material to be cleared shall be sent to:

U.S. Army Space and Missile Defense Command  
ATTN: SMDC-PA  
P. O. Box 1500  
Huntsville, AL 35807-3801

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 F - Further dissemination only as directed by SMDC-IM-PA or higher DOD authority.

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(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 5200.22-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 Statement F 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.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

Name	Office symbol	Phone Number
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b. Technical direction, 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 test plans; approving 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 direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, 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.

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON TECHNICAL SERVICES COMPANY***DRAFT***NATIONAL TEST RANGE BASE SUPPORT SERVICES:

a. The allocation of quarters to the contractor, as to number, type, and location, will be made by the Contracting Officer. The determination by the Contracting Officer shall be final and conclusive and shall not be subject to the "Disputes" clause. Occupants of Government family and bachelor quarters shall be liable to the Government for loss, damage or destruction of the property and/or its contents in accordance with applicable regulations.

b. Services to the contractor or its personnel and their dependents, not specified elsewhere in this contract as "Government-furnished," shall be furnished in accordance with the existing policies, procedures and regulations of the National Test Range.

OPTION FOR INCREASED LEVEL OF EFFORT TO EXTEND THE TERM OF THE CONTRACT:

a. Option I, CLIN 0003 of this contract shall be exercised, at the unilateral option of the Government by the Contracting Officer giving written notice of exercising the option to the contractor within the CLIN 0001 period of performance specified in this contract. The total duration of this contract including the exercise of options under this article shall not exceed twenty-four (24) months. If the Government exercises any option, the contract is extended and shall be deemed to include this option provision. Should the Government exercise any option(s) hereunder, all contractual terms and conditions shall apply during the option(s) period.

b. Option I (CLIN 0003) may be exercised at the end of the twelve months basic effort (CLIN 0001) after contract award.

c. The Government will notify the contractor of its intent to exercise or not exercise the many available options under the contract at least ninety (90) days prior to the option exercise date. Such preliminary notice will not be deemed to commit the Government to renewal and the contractor shall incur no costs chargeable to this option until the Contracting Officer has provided written notification that the option has been exercised.

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Changes in Section I

The following clauses which are incorporated by reference have been added:

252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
52.203-5	Covenant Against Contingent Fees	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992

The following clauses which are incorporated by full text have been added:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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Changes in Section J

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Solicitation, Offer and Award (SF26) and Continuation Sheets	16 Dec 98	16
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, Incorporated herein by reference. Upon Request, the Contracting Officer will provide.	03 Jul 89	132
Strategic Defense Initiative Organization Foreign Intelligence Collections Threat To Strategic Defense Initiative Programs Threat document which is classified SECRET NOFORN, incorporated herein by reference. Upon Request, the Contracting Officer will provide.	29 Jun 92	87
Scope of Work, "Sea Lite Beam Director", and As amended on 12 May 99	12 Nov 98	18
Contract Security Classification Specification (DD Form 254-E)	7 Jan 99	4
Contract Data Requirements List (DD Form 1423) As amended on 12 May 99	16 Dec 98	16