### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO. (IF APPLICABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS03</td>
<td><strong>SEE BLOCK 16C</strong></td>
<td></td>
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</tr>
</tbody>
</table>

**U.S. GENERAL SERVICES ADMINISTRATION**  
**ENTERPRISE GWAC CENTER**  
**9888 HIBERT STREET, SUITE 310**  
**SAN DIEGO, CA. 92131**

8. Name and Address of Contractor (No., street, county, State and ZIP Code):

**RAYTHEON COMPANY**  
**12220 SUNRISE VALLEY DRIVE**  
**RESTON, VA 20191-3407**

**CODE**: QTAEA  
**FACILITY CODE**: X

9A. AMENDMENT OF SOLICITATION NO.: X

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.: GS00D098GD0047

10B. DATED (SEE ITEM 13)  
05/01/2009

**CODE**

**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 Offers is extended is not extended. Offer's 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 ACKNOWLEDGEMENT 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)

N/A

#### 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).

D. OTHER (Specify type of modification and authority)

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

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

**Modification PS03 is hereby issued to reflect the following changes:**

1. REVISE C.3.4.1 Telecommunications/Wireless
2. REVISE G.5 GWAC OMBUDSMAN
3. REVISE G.9.5 Contract Access Fee (CAF) Remittance
4. REVISE Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL
5. ADD/REVISE Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998)

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)

Julia R. Conti, Manager, Program Contract

15B. CONTRACTOR/OFFEROR

[Signature]

15C. DATE SIGNED 11/16/07

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Paul Martin  
ALLIANT CONTRACTING OFFICER

16B. UNITED STATES OF AMERICA

[Signature of person authorized to sign]  
16C. DATE SIGNED 10/05/09

[Signature of Contracting Officer]  
NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE  
30-105  
STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA, Reproduced by FSS  
FAR (48 CFR) 52.243
1) Delete C.3.4.1 Telecommunications/Wireless in its entirety and replace with the following:

C.3.4.1 Telecommunications/Wireless

Orders which may include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is part of a larger IT initiative. Contractors are authorized to use government sources of supply in accordance with FAR 51.101, and are encouraged to use GSA's Networx and Satcom II.

2) Delete the 1st paragraph in G.5 GWAC OMBUDSMAN and replace with the following 1st paragraph.

In accordance with FAR 16.505 (a)(i)(9) no protest under $10,000,000 is authorized in connection with the issuance or proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the Contract.

3) Revise Section G.9.5 Contract Access Fee (CAF) Remittance to add the ability to pay the Contract Access Fee by check. This is a temporary fix until the GMM is programmed to accept electronic payments.

Under G.9.5 Contract Access Fee (CAF) Remittance, delete the 3rd paragraph and replace with the below:

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

Payment by EFT/ACH: -- Please follow the instructions located at: https://web.itss.gsa.gov/itss/v41_helpdocs.nsf/helpguideme/GWAC_ACH_Info

Payment by check: All GWAC checks must be made payable and remitted to the following address:

General Services Administration
Government Wide Acquisition Contracts - GWACs
P O Box 970027
St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service
Government Lockbox SL-MO-C2GL
1005 Convention Plaza (PO Box 970027)
St. Louis, MO 63197-0027
FAS reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

4) REVISE in Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL.

<table>
<thead>
<tr>
<th>CLAUSE NO.</th>
<th>TITLE</th>
<th>DATE</th>
<th>FP</th>
<th>COST</th>
<th>TM</th>
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</thead>
<tbody>
<tr>
<td>52.225-2*</td>
<td>BUY AMERICAN ACT CERTIFICATE</td>
<td>FEB 2009</td>
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<tr>
<td>52.225-4*</td>
<td>BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE</td>
<td>JUN 2009</td>
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</tbody>
</table>

5) ADD/REVISE Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1999).

The following clauses are hereby incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE NO.</th>
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<th>TM</th>
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<tr>
<td>52.208-9</td>
<td>CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES</td>
<td>OCT 2008</td>
<td>x</td>
<td>x</td>
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<tr>
<td>52.222-54</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>JAN 2009</td>
<td>X</td>
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<tr>
<td>52.225-19</td>
<td>CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES</td>
<td>MAR 2008</td>
<td>X</td>
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<td>52.225-3</td>
<td>BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT</td>
<td>JUN 2009</td>
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<tr>
<td>52.225-5</td>
<td>TRADE AGREEMENTS</td>
<td>AUG 2009</td>
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<tr>
<td>52.232-16*</td>
<td>PROGRESS PAYMENTS</td>
<td>JUL 2009</td>
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<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>AUG 2009</td>
<td>X</td>
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</table>
REVISE in Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS

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<th>TM</th>
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<tbody>
<tr>
<td>52.212-5</td>
<td>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS</td>
<td>SEP 2009</td>
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All other contract terms and conditions remain unchanged.