AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE "J"	PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REG. NO.	5. PROJ NO. (if applicable)
P00005	5 JULY 2005	N/A	

6. ISSUED BY CODE N00164	7. ADMINISTERED BY (if other than Item 6) CODE S1002A
CONTRACTING OFFICER NAVSURFWARCENDIV 300 HWY 361 CRANE IN 47522-5001 BUYER/SYMBOL: [redacted] (b)(6) 1165ZS PHONE: [redacted] (b)(6)	DCM ORLANDO 3555 MAGUIRE BOULEVARD ORLANDO FL 32803-3799 [redacted] (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
LITTON LASER SYSTEMS, INC		
LASER SYSTEMS 2787 SOUTH ORANGE BLOSSOM TRAIL		9B. DATED (SEE ITEM 11)
ORLANDO FL 32860-9555 ATTN: [redacted] (b)(6)	X	10A. MODIFICATION OF CONTRACT/ ORDER NO. N00164-03-C-8519
TIN NO.		10B. DATED (SEE ITEM 13)
CAGE CODE 34860 FACILITY CODE		29 SEPT 2003

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 [X] is extended, [ ] is not extended.

Offers 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)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS AND 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 43.103(a) MUTUAL AGREEMENT
	D. OTHER (Specify type of modification and authority.)

E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return __1__ copies to the issuing office.

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

This modification is issued to document the action taken to correct latent defects as delineated herein, to extend the required delivery schedule and to add a CLIN for consideration. The consideration set forth herein was negotiated concurrently with modification P00020 on contract N00164-02-C-8514 and extension to delivery schedule negotiated concurrently with modification P00010 on contract N00164-04-C-8518.

The consideration as set forth herein is agreed by the parties to be a complete, total and final negotiated settlement in full, satisfying all direct and indirect customer impact, directly or indirectly attributable to past or present LS caused delivery delay under this contract.

The total contract price remains unchanged at $21,985.000.00

Except as provided herein, all terms and conditions referenced in Item 9A and 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] (b)(6), SR CONTRACTS ADMIN		[redacted] (b)(6) CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED
[redacted] (b)(6)	7 Jul 2005	[redacted] (b)(6)	7 July 2005

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV.03)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Latent defects were discovered on 4 each DELIVERED on CLIN 0001AA.

2. The corrective action required on these 4 each is a coordinated effort between NSWC Crane and Litton Laser System Inc personnel:
   - NSWC Crane will coordinate the return of the 4 defective products from the field, uncrate the lasers upon arrival, and move the products to the lab space.
   - NSWC Crane will perform a visual inspection of the product to insure there is no damage, if there is damage or the product is in need of repair, NSWC Crane will provide the needed repairs prior to passing to Litton Laser Systems Inc representatives for correction of the latent defect.
   - NSWC Crane will provide a laboratory space that includes an optical table and hand tools required for the correction.
   - Litton Laser Systems, Inc. will provide the engineering expertise and labor, test equipment, and all materials and components required to correct the latent defects.
   - Litton Laser Systems, Inc is responsible for all travel, lodging, meals and incidental expenses for their company representatives.
   - NSWC Crane will provide a minimum of 7 days notice to Litton Laser Systems, Inc. for scheduling corrective action
   - NSWC Crane will have a minimum of 3 defective products on hand when scheduling for corrective action
   - Following completion of corrective action by Litton Laser Systems, Inc., NSWC Crane Code 805 technical personnel will inspect and test to ensure product is in Ready For Issue (RFI) condition.
   - The process for each product will be considered complete when the corrected product is stamped as RFI by NSWC Crane Code 805 personnel.
   - NSWC Crane will provide a monthly summary of the products that are RFI.
   - The corrective action will continue until such time as all 4 defective products are stamped as RFI.

3. SECTION "B"

ADD	CLIN	DESCRIPTION	UNIT	PRICE	AMOUNT
	0005	**PUMP ASSEMBLY P/N L03227** Consideration for implementation of corrective action required to resolve latent defect. This negotiated consideration is applicable and is cited for this modification, plus P00020 on contract N00164-02-C-8514. **one lot is equal to 16 each**	1 LOT	NSP	NSP
	0006	**GEO-SOFLAM as developed on N00164-04-C-8518 CLIN 0005** Consideration for implementation of corrective action required to resolve latent defect. This negotiated consideration is applicable and is cited for this modification, plus P00020 on contract N00164-02-C-8514.	1 EACH	NSP	NSP
	0007	**P3I as developed on N00164-04-C-8518 CLIN 0004** Consideration for implementation of corrective action required to resolve latent defect. This negotiated consideration is applicable and is cited for this modification, plus P00020 on contract N00164-02-C-8514.	1 EACH	NSP	NSP

4. REQUIRED DELIVERY SCHEDULE

This extension is in consideration for delivery extention modification P00010 of contract N00164-04-C-8518. The delivery schedule for CLINS **0001AB** and **0001AC is extended** as:

CLIN	QTY	REQUIRED DELIVERY SCHEDULE
0001AB	(b)(4) EACH	30 JUNE 2005
0001AC	EACH	
	EACH	29 JULY 2005
	EACH	30 AUGUST 2005
	EACH	30 SEPTEMBER 2005
	EACH	31 OCTOBER 2005
	EACH	30 NOVEMBER 2005
	EACH	30 DECEMBER 2005
	(b)(4) EACH	31 JANUARY 2006
	EACH	28 FEBRUARY 2006
	EACH	31 MARCH 2006
	EACH	28 APRIL 2006
	EACH	30 MAY 2006
	EACH	30 JUNE 2006

ADD

CLIN	QTY	REQUIRED DELIVERY SCHEDULE
0005	(b)(4) lot	The required delivery schedule is 3 each within 30 days of effective date of modification, with completion of the entire lot (16 each = 1 lot) no later than 30 OCTOBER 2005
0006	(b)(4) each	30 JUNE 2006
0007	each	19 NOVEMBER 2005

5. SHIP TO/MARK FOR INSTRUCTIONS for S/N 575 a deliverable on CLIN 0001AC S/N 575 shall be shipped in place at Litton Laser Systems Inc.

6. GOVERNMENT FURNISHED PROPERTY
ADD: 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under Item(s) of this contract:

P/N	Serial Number	Nomenclature	Qty
AN/PEQ-1B	575	SOFLAM *	1 EACH

*To be used in the production of P3I unit CLIN 0007

		INU**	1 EACH

**As per the negotiated agreement, INU will be provided on or before November 1, 2005 when it becomes available from John Hopkins University

8. The consideration for this contract modification has been negotiated concurrently with another NSWC Crane SOFLAM contract which also has been impacted by the latent defect: N00164-02-C-8514. This contract modification (P00005) will be cited on simultaneous modification to contract N00164-02-C-8514.