

2. Contract (Proc. Inst. Ident) No. DAAE07-02-D-B001	3. Effective Date 2002JUN24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM SFAE-GCS-W-BCTP MAJ W PETERMANN (586)753-2074 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  e-mail address: PETERMAW@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) DCMC RAYTHEON TI SYSTEMS 13350 FLOYD RD SUITE 100 DALLAS, TX 75243-1588  SCD C PAS NONE ADP PT HQ0339	Code S4408A
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7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) RAYTHEON COMPANY 2501 W. UNIVERSITY DRIVE P.O. BOX 801, M/S 8064 MCKINNEY TX 75070-0801  TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
	9. Discount For Prompt Payment
	10. Submit Invoices (4 Copies Unless Otherwise Specified)
	Item 12
Code 96214	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381  Payment will be made by Electronic Funds Transfer	Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) ) <input type="checkbox"/> 41 U.S.C. 253(c) )	14. Accounting And Appropriation Data
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Service Contracts Other					
Contract Expiration Date: 2004JUN06					15G. Total Amount Of Contract  \$0.00

16. Table Of Contents							
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**Contracting Officer Will Complete Item 17 Or 18 As Applicable**

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DAAE0702R0020</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer TODD E. THOMAS, MAJ THOMAST@TACOM.ARMY.MIL (810)753-2106
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2002JUN27

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS                      This is a two (2) year Cost Plus Fixed Fee requirements contract for Field Service Representative in accordance with Section C and Section H-24 of the contract.</p> <p>The FSR shall only support the following products in accordance with paragraphs 2.1, 2.6 and 3.0 (including 3.1, 3.2, and 3.3) supported under this effort are:                      Thermal Weapon Site (TWS)                      EPLRS                      Driver's Viewer Enhancement (DVE)                      Modified Target Acquisition System (ITAS/MITAS)                      Long Range Acquisition Scout Sensor Suite (LRAS3)and HIRE II</p> <p>The contractor shall submit a proposal for the remaining paragraphs NLT 30 June 2002 with commencement of negotiations after 30 June 2002 and before EOM July 2002.</p> <p>(End of narrative A001)</p>				
0101	<p><u>Supplies or Services and Prices/Costs</u></p>				
0101AA	<p><u>FIELD SERVICE REPRESENTATIVE</u></p> <p>NOUN: FSR RECURRING                      SECURITY CLASS: Unclassified                      This is a level of effort Cost-Plus-Fixed-Fee CLIN for FSR Support. The FSR labor rate is based on an hourly labor cost of \$100.75/hr and a 9% Fixed Fee.</p> <p>The total Requirement estimate is based on the following:                      Man Year 1920 hrs                      FSR Labor Hour Rate \$100.75                      Rate is base on the following:                      FSR Labor 70%                      Home Support 30%                      Fee (9%) \$9.03                      Total FSR Man Hour Price \$109.78</p> <p>Total Estimated CLIN Price \$210,782.00</p> <p>This CLIN is valid from date of award plus 364 days</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		HR	\$ ** N/A **	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	<u>Supplies or Services and Prices/Costs</u>				
0102AA	<p><u>SUPPORT</u></p> <p>NOUN: ASSOCIATED SUPPORT                      SECURITY CLASS: Unclassified                      ALL TRAVEL COSTS UNDER THIS CONTRACT WILL BE IAW                      DOD JOINT TRAVEL REGULATION.</p> <p>This is a Cost Reimbursement CLIN only-No Fee</p> <p>JTR covers per diem rates, lodging rates,                      airfare, and rental vehilc rates</p> <p>Other items covered under the CLIN are:                      Cell Phone expense, Postal Services expense,                      and other as authorized by Contracting Officer</p> <p>Total Lot estimate is \$65,000.00 for one-man                      year of effort</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** N/A **	
0201	<u>Supplies or Services and Prices/Costs</u>				
0201AA	<p><u>FIELD SERVICE REPRESENTATIVE</u></p> <p>NOUN: FSR RECURRING                      SECURITY CLASS: Unclassified</p> <p>This is a level of effort Cost-Plus-Fixed-Fee                      CLIN for FSR Support. The FSR labor rate is based                      on an hourly Labor Cost of \$105.08/hr and a 9%                      Fixed Fee.</p> <p>The total Requirement estimate is based on the                      following:</p> <p>Man Year 1920 hrs                      FSR Labor Hour Rate \$105.08                      Rate is base on the following:                      FSR Labor 70%                      Home Support 30%                      Fee (9%) \$9.42                      Total FSR Man Hour Price \$114.5</p> <p>Total Estimated CLIN Price \$219,850.00</p> <p>This CLIN is valid for 365 days beginning the                      first date after CLIN 0101AA ends.</p> <p>(End of narrative B001)</p>		HR	\$ ** N/A **	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
0202AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SUPPORT</u></p> <p>NOUN: TRAVEL TO SUPPORT LABOR                      SECURITY CLASS: Unclassified                      ALL TRAVEL COSTS UNDER THIS CONTRACT WILL BE                      IAW DOD JOINT TRAVEL REGULATION.</p> <p>Cost only CLIN-No fee</p> <p>(End of narrative B001)</p> <p>ALL TRAVEL COSTS UNDER THIS CONTRACT WILL BE IAW                      DOD JOINT TRAVEL REGULATION.</p> <p>This is a Cost Reimbursement CLIN only-No Fee</p> <p>JTR covers per diem rates, lodging rates,                      airfare, and rental vehilc rates</p> <p>Other items covered under the CLIN are:                      Cell Phone expense, Postal Services expense,                      and other as authorized by Contracting Officer</p> <p>Total Lot estimate is \$65,000.00 for one-man year                      of effort</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      COST NO FEE</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** N/A **	

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## BRIGADE COMBAT TEAM CONTRACTOR LOGISTICS SUPPORT

## Statement of Work

## 1.0 Purpose and background

## 1.1 Purpose

1.1.1 The purpose of this Statement of Work (SOW) is to describe the tasks and deliverables required of the Contractor to support the following products in each IBCT Brigade:

Modified Target Acquisition Subsystem (MITAS)  
Long Range Acquisition Scout Sensor Suite (LRAS3)  
HIRE II / Compact Band Drive  
Driver's Vision Enhancer  
Thermal Weapons Sight  
EPLRS  
SMART-T  
SPITFIRE (OE-563)  
FIREFINDER  
Advanced Field Artillery Tactical Data System  
HIRE II  
FBCB2 (hardware)

## 1.2 Background - Interim Brigade Combat Team Support

## 1.2.1 ICLS

1.2.2 In support of the U.S. Army's establishment of the Initial Brigade Combat Team (IBCT) and the Transformation process, Contractor will provide an Initial Contractor Logistics Support (ICLS) function for all products listed in paragraph 1.1, and consistent with the IBCT regional support concept. This centralized approach leverages existing Contractor capabilities based on concurrent programs and locations with the IBCT (i.e. EPLRS, LRAS3). This will eliminate replication within the Government and existing industrial capability.

1.2.3 This IBCT ICLS will be a combat support multiplier by identifying the common operational and maintenance task requirements, including required material, maintenance, personnel, and information system management activities. This support will focus these activities through one centralized ICLS office for Raytheon Products. This office will execute as a focal point for maintenance support, supply and technical assistance regarding hardware performance, Army Program Office interface, training schedules and deployment requirements. This will encompass both electronic and electro-optical assemblies/subassemblies manufactured by Raytheon Company (hereafter called RC) mounted on the IBCT vehicles.

1.2.4 The goal of this ICLS is to minimize the logistics profile by providing a centralized ICLS office to simplify the support for garrison, training and tactical deployments to the IBCT mission of tactical agility in executing fast paced, distributed operations.

1.2.5 The metric for success of the IBCT ICLS program is to maintain the operational readiness (OR) rate at the required performance for "Type b" (see paragraph 4) products and 90% or higher of "Type A" RC products (see paragraph 4).

## 2.0 Scope of Contractor ICLS Support

2.1 The IBCT ICLS will be based on a phased scope of work approach as follows:

## 2.1.1 Phase I Test Support

2.1.2 Phase I-A LFT&E Support: CV, MC, RV, ATGM, FSV, ESV, ICV, MEV, NBCRV, MGS

2.1.3 Phase I-B PVT Support: CV, MC, RV, ATGM, FSV, ESV, ICV, MEV, NBCRV, MGS

2.1.4 Phase I-C PQT & Limited User Test (LUT) Support: NBCRV & MGS

2.1.5 Phase I-D IOT&E Support: CV, MC, RV, ATGM, FSV, ESV, ICV, MEV, NBCRV, MGS

2.1.6 Phase II New Equipment Training (NET) Support: CV, MC, RV, ATGM, FSV, ESV, ICV, MEV, NBCRV, MGS

2.1.7 Phase III Establish Regional Support Center for Raytheon products vicinity Ft. Lewis, WA area.

2.1.8 Phase IV Initial Fielding and Management Support IBCT (BDEs 1 through 7)

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- Exercises (CONUS & OCONUS)

2.2 The purpose of the ICLS regional support center office will be to combine the common products of RC under a single ICLS management structure to decrease the IBCTs overall logistics profile. The IBCT Logistics office will interface with one office for all in-garrison, training and combat environments. This ICLS will function for the units listed in Table A of paragraph 5.0.

2.3 The ICLS regional support center office will provide management of schedules for RC products, integrate activities for Brigade training preparations and conduct, act as focal point for all incoming/outgoing shipments and program coordination meetings. The ICLS RSC will coordinate initial fieldings, NET and provide asset status. The ICLS RSC will coordinate with each Raytheon Company product line for effective coordination of the IBCT activities.

2.4 The ICLS regional support center office will coordinate spares requirements, including procurement, distribution, stockage and replenishment. Identify and control common usage spares, manage spares for training and tactical deployments, maintain depot level stocking to support an effective depot repair program.

2.5 The ICLS regional support center office will provide a Total Army Management System (TAMS) to track, status and provide visibility for all IBCT RC assets. This system is capable of access to the SARSS (Standard Army Retail Supply System) for requisitioning directly to the ICLS contractor for spares and replenishment components. It was approved by DCS-LOG in May 2001 for use in support of U.S. Army units.

Note: The contractor will also provide tracking and management of all other fire control systems, electronics and electrical products on each vehicle in the TAMS system if PM-BCT so desires. (This is an asset management capability Contractor is willing to discuss further with PM-BCT).

2.6 Contractor will provide support as required at the GM/GDLS STRYKER production facilities.

**3.0 Field Service Representative (FSR) Support**

3.1 The contractor shall be the primary point of contact for all Raytheon products (paragraph 1.1.1) that are mounted or used on Interim Armored Vehicles (STRYKER) or STRYKER In Lieu Of (ILO) for each BCT brigade. The FSR (s) will work in conjunction with the GD/GM JV field support office to support STRYKERS and STRYKER ILOs for training, testing, exercises, fielding, and deployments. The FSR's duties shall be the following:

- a. Verify failure of Raytheon product on STRYKER or STRYKER ILO when notified by using unit or by Contracting Officer Representative (COR) within two (2) hours after notification.
- b. When required, assist unit in removal of Raytheon product from effected STRYKER or STRYKER ILO.
- c. Responsible for shipment of the failed Raytheon product to appropriate Contractor repair facility within 24 hours, providing there is an existing Government repair contract in place.
- d. Track repair of failed Raytheon product and provide repair status to using unit, COR and Joint Venture office at BSB.
- e. Within two (2) hours of receipt of repaired Raytheon product, notify using unit or COR for return to stock or reinstallation.
- f. Provide technical assistance to using unit for installation of repaired Raytheon product on effected STRYKER or STRYKER ILO.
- g. Provide technical assistance to STRYKER and STRYKER ILO units for operator, troubleshooting, and maintenance procedures for Raytheon products.
- h. Provide operator training on function and operation for Raytheon products.

**3.1.1 STRYKER TEST SUPPORT**

- a. Verify failure of Raytheon product on STRYKER when notified by using unit within two (2) hours after notification.
- b. Assist in removal and installation of Raytheon product from effected STRYKER.
- c. If repair and return is required the FSR will provide for the shipment of the failed Raytheon product to appropriate Contractor repair facility within 24 hours. Any failed item incurring additional cost for repair will be authorized by the COR/PCO. Repairs will be accomplished and returned to the test site within 48 hours of evacuation.
- d. Track repair of failed Raytheon product and provide repair status to using unit and Joint Venture office at BSB.
- e. Within two (2) hours of receipt of repaired Raytheon product, notify using unit for return to stock or reinstallation.
- f. Provide technical assistance during STRYKER deprocessing on all Raytheon products.
- g. Provide technical assistance to STRYKER Test operators to include troubleshooting, maintenance procedures, and repair (LRU level) for Raytheon products.
- h. Provide operator training on function and operation for Raytheon products.
- i. Provide failure analysis upon request.
- j. Perform upgrades and modifications to all Raytheon products and spares as directed by the COR/PCO.

3.2 The FSR(s) shall be available to provide support within two (2) hours onsite or 24 hours, if travel is required, of notification

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for support. Direction to execute this support will be provided by either PCO or Contracting Officer Representative via email detailing duration and location of support and Delivery Order number. This will be followed by the written DO on by the fifth business day following initial direction. Direction to execute this support will be provided by either PCO or Contracting Officer Representative to email address: BCTCLS Notificaton@raytheon.com and shall include the following information:

Delivery Order Number:

Task Reporting date/time:

Task Reporting Location:

Duration of Tasking : (estimated days/hours)

POC on Location: (name of Government representative on location)

POC email address:

POC phone #:

3.2.1 Locations and systems for possible support are:

- a. PVT/LFT&E/PQT/LUT/FOT&E - Aberdeen Test Center , MD; Redstone Technical Test Center, AL; Yuma Proving Ground, AZ; Electronic Proving Grounds, AZ, White Sands Missile Range, NM; and Cold Region Test Center, Ft. Wainwright, AK
- b. BCT Brigades - Ft. Lewis, WA; Yakima Training Center, WA; Ft. Wainwright and Ft. Richardson, AK; Ft. Polk, LA; Schofield Barracks, HI; and PA NG
- c. IOT&E - Ft. Knox, KY
- d. Millennium Challenge - National Training Center, CA
- e. Comparative Evaluation - Ft. Knox, KY.
- f. TDA installation and facilities (TBD).
- g. GM/GDLS Production Facilities

3.3 Raytheon Systems supported under this effort include:

LRAS, DVE, TWS, EPLRS, ITAS/MITAS, and HIRE II/Compact Band Drive

4.0 Contrator Supported Items

4.1 There are two categories of products resident In the IBCT:

- a. Those systems that are new to the Army and IBCT and do not have an embedded support structure.
- b. Those items that are legacy Army systems with embedded support structure in place in the Army with existing support contracts.

4.1.1 Type A - New Systems

These systems require new support infrastructures for the IBCT under this SOW:

- a. Modified Target Acquisition Subsystem (MITAS) Contract: DAAH01-02-C-0028 (Exercise Option)
- b. HIRE II/Compact Band Drive ICS (TBD) EMD Contract: GUA002800 (GDLS)
- c. Long Range Acquisition Scout Sensor Suite (LRAS3) Existing ICS Contract could be expanded

4.2 Type B - Legacy Systems

These systems currently have support contracts in place. For IBCT, the ICLS RSC office will provide oversight and interface as one office:

- a. Driver's Vision Enhancer (DVE) All versions Contract: DAAB07-98-C-J815  
(M2 Bradley & Thermal Omni)
- b. Thermal Weapons Sight Contract: DAAB07-98-C-J815
- c. SMART-T Contract: TBD
- d. SPITFIRE Contract: TB11-5895-1612-25
- e. AFATDS Contract: TBD
- f. FBCEB2 Contract: V2DAAH7-C-90-E708
- g. EPLRS Contract: TBD
- h. FIREFINDER Contract: TBD

5.0 IBCT FIELDING Locations

Table A. IBCT Fielding Schedule

UNIT	LOCATION	START DATE	
1st IBCT	3/2ID	Ft. Lewis, WA	June 02
2nd IBCT	1/25ID	Ft. Lewis, WA	Feb 03
3rd IBCT	172nd	Ft. Wainwright , AK	TBD

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4th IBCT	2ACR	Ft. Polk, LA	TBD
5th IBCT	25ID	Hawaii	TBD
6th IBCT	Penn,	NG	TBD
7th IBCT	TBD		TBD

Table B. IBCT Fielding Distribution

UNITS    FYs

1st IBCT FY02 (316) FY03 (150)  
 2nd IBCT FY03 (242) FY04 (TBD)  
 3rd IBCT TBD  
 4th IBCT TBD  
 5th IBCT TBD  
 6th IBCT TBD  
 7th IBCT TBD  
 TRADOC Schools TBD

5.1 Interim Brigade Combat Team (IBCT) Support

5.1.1 The Contractor will be prepared to support the IBCTs beginning in FY02 as required. The IBCT locations will be supported with an ICLS Regional Support Center (RSC) and spares at the Fort Lewis, WA location. If available, 12 months notice prior to fielding will be given for planning purposes and procurement of spares.

5.1.2 There are two approaches available to the Government , and contractor will be prepared to execute either approach to effectively support IBCT:

- a. Individual Brigade Support concept for each fielded location.
- b. A regional support approach encompassing an Echelon Above Brigade 2 level support concept.

5.1.3 The Contractor ICLS support concept will be tailored to the final decision on one of these concepts. It will be designed to be flexible, deployment oriented and adhere to the rapid deployment concept of the IBCT. Its flexibility enables it to support the IBCT in training, Major Theater War (MTW) or contingencies when called upon to do so.

6.0 ICLS MANAGEMENT

6.1 The contractor will prepare a modified IBCT ICLS Management Plan using the ICLS management Plan developed for contract number DAAH01-00-C-0076 IAW DI-MGMT-80004 as a guide.

6.2 The contractor will provide management personnel to plan, organize, schedule, control and interface with all depot activities in a manner that supports field operations in a timely and efficient manner.

6.3 The TAMS system will provide PM-IBCT with total asset visibility for installed systems. This includes maintenance recording and tracking, inventory management, technical coordination, corrective actions, modification coordination and tracking and scheduling.

7.0 MAINTENANCE SUPPORT

7.1 ICLS Regional Support Center Maintenance.

7.1.1 If required, the Contractor will provide total support for all elements of the IBCT listed in paragraph 4.1 and 4.2. ICLS RSC support includes activities required to achieve the negotiated readiness requirements and performance metrics. The existing contracts listed in paragraph 4.2 will be utilized for continued support of Type B systems.

7.1.2 As the fielding schedule for IBCT is expanded per Table B, the contractor will provide maintenance of those additional systems as applicable under this S.O.W.

7.1.3 The contractor will perform all transportation, receipt, inspection, repair, refurbish, pack and ship activities to and from the RSC, unit supply facility, USA Armor School or such other training facilities as required to restore failed IBCT line replaceable units (LRUs)/shop replacement units (SRUs) to fully operational and serviceable condition IAW each LRUs/SRUs performance specification and to return such assets to the supply pipeline.

7.2 ICLS - Regional Support Center (RSC) - Ft. Lewis, Wa.

7.2.1 A RSC maintenance capability to include personnel and tools will be established for the 2ID FLW, 25ID FLW, 1/172nd Alaska, 2nd ACRL Ft. Polk, 25ID Hawaii, 6th BCT TBD and the 7th BCT TBD. The Northwest RSC will be located within a close geographical proximity to support the first four IBCT divisions.

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7.2.2 The 5th, 6th and 7th IBCT will be supported through coordination with common Contractor ICLS activities following an analysis to study the optimum location near the division (i.e. 10th MTN ICLS for ITAS supports the PENN NG, or the Contractor Regional Support Center for the 1/508th in Italy supports the 7th Brigade). Each RSC will be fully established with spares and support capability at least 30 days prior to fielding.

7.2.3 Contractor will establish the ICLS RSC capability for the divisions listed in paragraph 5.0, either CONUS or OCONUS located off post to include personnel and tools.

7.2.4 Each ICLS RSC will have an established supply of spares including repair parts on site for supporting fielded IBCT hardware.

7.2.5 The RSCs will be staffed and configured to support multiple brigade/battalion size task forces operating in separate locations for either training or garrison operations. The contractor may utilize RSC or depot personnel to support training or contingency deployments for other IBCT units. When tasked to do so, the contractor must immediately backfill the RSC that supports the training or contingency operation if required. The contractor will maintain a minimum of one RSC technician onsite at all times unless all units are deployed for training or contingencies.

7.2.6 The contractor will be responsible for assisting or completing Army maintenance and supply records typically associated with maintenance and supply activities within the United States Army and Army National Guard. In the event that Standard Army Management Information System (STAMIS) is not available, the Contractor will assist/complete the following forms:

- DA Form 2404, Equipment Inspection and Maintenance Worksheet
- DA Form 2407/2407-1, Maintenance Request and Continuation Sheet
- DA Form 2062, Hand Receipt/Annex Number or its equivalent
- DA Form 2404 and 2407/2407-1 will be completed IAW DA PAM 738-750
- DA Form 2062 will be completed IAW DA PAM 710-2-1

7.2.7 The contractor will provide all support items to include, but not be limited to, Test Measurement and Diagnostic Equipment (TMDE), holding and alignment fixtures, external power sources, interconnecting devices, software, packaging and shipping material necessary to implement on-site ICLS RSC level maintenance for 1st IBCT 3/2ID Ft. Lewis, Wa., 2ND IBCT 1/25ID Ft. Lewis, Wa., 3rd IBCT 172nd Alaska, 4th IBCT 2 ACRL Ft. Polk. La., 5th IBCT 25ID Hawaii, 6th IBCT TBD and 7th IBCT TBD.

7.3 All support outlined in paragraphs 7.0 - 7.2.7 applies to supporting the Individual Brigade Support concept for each fielded location.

**8.0 SUPPLY SUPPORT****8.1 Additional Spares**

8.1.1 RSC Spares and Shop Stock Locations. The contractor will be responsible for establishing an initial spares inventory to support the RSC or individual brigade (IAW 5.1.2) and shop stock locations at each ICLS activity. Contractor will complete any procurements necessary to establish a spares inventory for units fielded IAW Table A of paragraph.

8.1.2 For normal garrison/training operations, high failure items will be normally stocked at the ICLS RSC. This concept meets the just in time parts concept for "EAB". The contractor will review usage data and provide recommended changes to the quantities of spares provided as RSC stockage and shop stocks under this statement of work. During the course of the ICLS activities, the contractor will review data and make adjustments to RSC and shop stock spares via contract modification to add certain high failure items and reduce low demand items.

8.1.3 The contractor will obtain appropriate quantities of spares to support STRYKER testing activities as requested.

**9.0 DEPLOYMENTS**

9.1 ICLS Deployment Support Plan. The contractor will provide a ICLS Deployment support Plan under CDRL A001. The Deployment Support Plan shall encompass requirements of 9.1.1 - 9.1.4.

9.1.1 The contractor will have the capability to staff and support any IBCT unit with either a RSC capability and/or additional RSC personnel as needed in the event of a deployment, whether contingency or for training.

9.1.2 The ICLS RSC supported units will be configured to deploy using unit provided vehicles, shelters, transportation, and power-generating equipment for all contractor operated equipment, if required to do so. The contractor will obtain a military equipment license for the equipment listed above, if necessary. All contractor test equipment will be capable of being operated in a forward deployed field location under combat conditions.

9.1.3 Contractor personnel will be available and prepared to support worldwide deployment IAW supported units deployment/readiness

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Standard Operating Procedure (SOP), and IAW Contractor Support in Theater of Operations, AMC Pamphlet, which ever is more stringent. Initially the later applies. Contractor personnel will be ready to deploy within 72 hours of notification by the Commander using military or civilian transportation by land, sea, or air. This includes completing and maintaining current the following forms and actions as a guide IAW Deployment Guide:

- a. FB Form 1140-E, Personal Data Card (or equivalent document)
- b. FB Form 2228-3, Privately Owned Vehicle Description and Inventory (or equivalent document)
- c. FB Form 3299, Storage of Personal Property (or equivalent document)
- d. Power of Attorney for financial and custodial matters
- e. Last Will and Testament
- f. Set of TA-50 as required by supported units
- g. Update medical records, to include shot records
- h. Update dental records
- i. Passport

9.1.4 Contractor personnel will agree to abide by the rules of engagement, policies, and procedures as established by the supported unit Commander during either combat or training deployments. When tasked, the contractor will augment any deployment with additional personnel and provide back fill personnel to non-deployed units as necessary.

9.2 All support outlined in paragraphs 9.1.3- 9.1.4 applies to supporting the Individual Brigade Support concept for each fielded location.

#### 10.0 PACKAGING, HANDLING, TRANSPORTATION, AND STORAGE

10.1 Contractor will be responsible for the storage, security, and accountability of RSC spares.

10.1.2 Contractor will be responsible for packaging, handling, and transportation (PHT) of spares inventory between depot and all IBCT fielded locations (including all deployment locations and locations supported by turn-around-times).

10.1.3 For off-post training exercises, the contractor will be responsible for PHT of spares inventory.

10.1.4 In the event of deployments, the Contractor will be responsible for PHT of spares and repair parts between DEPOT and either the military point of embarkation/debarkation (POE/D) or the RSC as designated by the Government.

#### 11.0 MANAGEMENT INFORMATION SYSTEM

11.1 The contractor will interface with Standard Army Management Information System (STAMIS) at the Standard Army Retail Supply System (SARSS) level through the Defense Automatic Addressing System Center (DAASC) using contractors Total Asset Management System (TAMS). Contractor will receive requisitions and send status updates through DAASC.

11.2 Contractor will send and receive information in the form of ANSI X.12 Transaction Sets. The sets required are as follows:

- a. 180 (M) Material Returns Reporting
- b. 511 (M&R) Modification and Requisition
- c. 527 (D&R) Due-in/Advance Receipt/Due Verification and Receipt; inquiry, Response and MRA
- d. 856 (N,R,&S) Notice of Availability; Shipment Status Material Returns; Status
- e. 869 (A,C,&F) Requisition INquiry/Supply Assistance; Cancellation; Cancellation Follow-up
- f. 870 (M, N,&S) Material Returns Supply Status; Notice of Availability Reply; Supply Status
- g. 940 (R) Material Release
- h. 945 (A) Material Release Advice
- i. 997 Functional Acknowledgement

#### 12.0 DEPLOYMENT SUPPORT PACKAGES (DSPS)

12.1 The Contractor will develop DSPS plan consisting of a set of spare systems and/or parts. The contractor will be responsible for maintaining and updating the DSPS to ensure they are configured with the latest tactical hardware/software.

12.2 The Government will be responsible for modifications and costs of hardware/software due to Government directed change.

12.3 The contractor will ensure DSPS collocated with tactical units are 100% operational and ready for immediate deployment at all times. DSPS stored at Ft. Lewis or other Government designated locations will not be stored with activated and charged batteries (MITAS only).

12.4 The contractor will be prepared to sign over the DSP under the contractors control IAW units deployment schedule.

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13.0 Not Used

14.0 DATA MANAGEMENT

14.1 The contractor will identify the effort required to provide data bases necessary to support IBCT. This includes vendor data for all levels and activities (depot, Regional support Centers, Inventory Control Point (ICP), and operator) pertinent to IBCT, repair parts usage, demand data, failure analysis/failure trends, transportation requirements, and MTTR for proactively managing the IBCT ICLS program.

15.0 MANUFACTURING, REPAIR, AND PRODUCT ASSURANCE

15.1 The contractor will implement and maintain a manufacturing and repair control system to ensure the efficient and economical use of all resources to support the IBCT in accordance with the contract requirements. As part of this control system, the contractor will implement and maintain a material requirements planning (MRP) system and a material line of balance for all spares production and repair efforts. The MRP and material line of balance will be updated at least weekly and will be made available for Government review.

15.2 The contractor will implement and maintain an effective Quality Program. Quality program previously approved under the Department of Defense (DOD) Common Process or Single Process Initiatives for DOD contracts comply with this requirement.

15.3 The contractors Quality Program will include procedures to control all field returned hardware and spares production. The contractors Material Review Board (MRB) will disposition applicable (repair and use-as-is) returned hardware. The contractor will obtain IBCT concurrence for use-as-is dispositions prior to proceeding.

15.4 The contractors Quality Program will control the repair/rework of all applicable field returned hardware. The contractor will perform all repairs IAW Government approved Standard Repair Procedure (SRPs). The contractor will perform all rework IAW established manufacturing processes and procedures.

15.5 The contractor will conduct and maintain an effective Environmental Stress Screening (ESS) program IAW a contractor proposed, Government approved procedure and will include both thermal and vibration screens per each products requirement. This requirement applies to any applicable configuration item (CI) whether manufactured at the contractors facility or at a subcontractor/vendor site. The ESS program will be applicable to all new spare parts and assemblies.

15.6 The contractor will notify the Government prior to making any procedural changes to ATPs. The Government reserves the right to require revalidation of any ATP changed/modified by the contractor. If revalidation is required, the contractor will ensure the revalidation is successfully accomplished prior to further final acceptance testing use of the ATP.

15.7 Any automated test stations and procedures used for acceptance of subassemblies and major components will be validated by the Government. The contractor will control the test station software and hardware configurations. The contractor will notify the Government prior to making any HW/SW changes to validated test stations. The Government reserves the right to require revalidation of any test station changed/modified by the contractor. If revalidation is required, the contractor will ensure the revalidation is successfully accomplished prior to further final acceptance testing use of the test stations.

16.0 RELIABILITY, INTERCHANGEABILITY, AND MAINTAINABILITY

16.1 The contractor will ensure that repaired/reworked assemblies and spares are compliant with the reliability, interchangeability, and maintainability requirements of the Product Performance Specification (PPS). The contractor would also ensure that the configuration changes do not degrade the reliability, interchangeability, and maintainability of the IBCT kits or spare parts. The contractor will not be responsible for unauthorized changes made by the soldier or other Government personnel in the field.

16.2 Failure data will be incorporated into the TAMS system and will accommodate both HW/SW failures. The failure data will be made available to the Government upon request.

16.3 The contractor will implement and maintain parts, materials, and process selection and control procedures to ensure compliance with PPS requirements and to prevent the use of prohibited parts, materials, and processes as defined in the contract attachment, entitled Prohibited Parts, Materials, and Processes.

17.0 CONFIGURATION MANAGEMENT

17.1 The contractor will document and maintain configuration items to maximize identification, definition, and control.

17.2 The contractor will utilize the existing automated record system for each new serialized spare parts and assemblies that it produces. This record will include serialized Configuration Items (CIs) and all lower level serialized components as related to a specific CI.

17.3 Contractors Electronic Data Package will be accessible to the Government. Electronic access consistent with the access provided

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in Contractor Integrated Technical Information Service (CITIS) will be maintained and will not be duplicative of similar efforts under production contracts.

18.0 ENVIRONMENTAL MANAGEMENT

18.1 The contractor will comply with all federal, state, and local environmental laws, regulations, and policies.

18.2 The contractor will prepare a Hazardous Materials Management Report IAW DI-MISC-81397.

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\*\*\* END OF NARRATIVE C 001 \*\*\*

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## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4003 (TACOM)	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES (F.O.B. ORIGIN)	MAR/2002

(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

D-2	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991
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Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D-3	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	SEP/2001
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All non-manufactured coniferous wood used in packaging, packing, palletization/unitization, skids, or internal blocking/bracing shall be constructed from Heat Treated (HT) [so that the core temperature of each piece of treated wood will reach 56 degrees Centigrade for 30 minutes(56/30)] material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides. Since Non-Manufactured Wood Packing(NMWP) made entirely of hardwoods are exempt from the EU emergency measure, no marking of this material is required. The National Wooden Pallet and Container Association (NWPCA), the largest organization of wooden packaging professionals in North America, is developing an optional mark for "hardwood only" NMWP. When a mixture of coniferous and non-coniferous wood packing is used in a box or pallet, the complete assembly shall be heat treated.

[End of Clause]

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-5	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander  
US Army Tank-automotive and Armaments Command  
ATTN: (See DD Form 1423, Block 14)  
Warren, MI 48397-5000

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## SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Will provide after contract award.  
e-mail: -2-

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Jerry Roy  
e-mail: jroy@dcmde.dema.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
H-6	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-8	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-9	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-10	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-11	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-15	252.246-7001	WARRANTY OF DATA	DEC/1991
H-16	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five years from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-17	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A.

(2) Any order for a combination of items in excess of N/A.

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph N/A or N/A above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-18	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as

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this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five and one-half (5 1/2) years after years after contract award.

[End of Clause]

H-19            252.225-7007            BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM            MAR/1998

(a) Definitions. As used in this clause-

(1) "Caribbean Basin country" means-

Antigua and Barbuda	Aruba	Dominican Republic	Montserrat
Bahamas		El Salvador	Netherlands Antilles
Barbados		Grenada	Nicaragua
Belize		Guatemala	Panama
British Virgin Islands		Guyana	St. Kitts-Nevis
Costa Rica		Haiti	St. Lucia
Dominica		Honduras	St. Vincent and the Grenadines
		Jamaica	Trinidad and Tobago

(2) "Caribbean Basin country end product"-

(i) Means an article that-

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of-

(A) Textiles and apparel articles that are subject to textile agreements;

(B) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(C) Tuna, prepared or preserved in any manner in airtight containers; and

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(D) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which Harmonized Tariff Schedule column 2 rates of duty apply.

(3) "Components" means those articles, materials, and supplies directly incorporated into end products.

(4) "Designated country" means-

Aruba	Germany	Niger
Austria	Greece	Norway
Bangladesh	Guinea	Portugal
Belgium	Guinea-Bissau	Republic of Korea
Benin	Haiti	Rwanda
Bhutan	Hong Kong	Sao Tome and Principe
Botswana	Ireland	Sierra Leone
Burkina Faso	Israel	Singapore
Burundi	Italy	Somalia
Canada	Japan	Spain
Cape Verde	Kiribati	Sweden
Central African Republic	Lesotho	Switzerland
Chad	Liechtenstein	Tanzania U.R.
Comoros	Luxembourg	Togo
Denmark	Malawi	Tuvalu
Djibouti	Maldives	Uganda
Equatorial Guinea	Mali	United Kingdom
Finland	Mozambique	Vanuatu
France	Nepal	Western Samoa
Gambia	Netherlands	Yemen

(5) "Designated country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the designated country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(6) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certification may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(7) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

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(8) "NAFTA country end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(9) "Nondesignated country end product" means any end product that is not a U.S. made end product or a designated country end product.

(10) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

(11) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(12) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

(13) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components.

(14) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(15) "U.S. made end product" means an article that-

(i) Is wholly the growth, product, or manufacture of the United States; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

(b) Unless otherwise specified, the Trade Agreements Act of 1979 (19 U.S.C. 2501 et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note), and the Caribbean Basin Initiative apply to all items in the Schedule.

(c)(1) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of U.S. made, qualifying country, designated country, Caribbean Basin country, NAFTA country, or other nondesignated country end products in the Buy American Act--Trade Agreements--Balance of Payments Program Certificate provision of the solicitation.

(2) The Contractor may not supply a nondesignated country end product unless-

(i) It is a qualifying country end product, a Caribbean Basin country end product, or a NAFTA country end product;

(ii) The Contracting Officer has determined that offers of U.S. made end products or qualifying, designated, NAFTA, or Caribbean Basin country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(iii) A national interest waiver has been granted under section 302 of the Trade Agreements Act of 1979.

(d) The offered price of qualifying country end products and the offered price of designated country end products, NAFTA country end products, and Caribbean Basin country end products, for line items subject to the Trade Agreements Act or the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of end products listed in paragraph (c)(2)(vi) of the Buy American Act--Trade Agreements--Balance of Payments Program Certificate provision of the solicitation, or the offered price of U.S. made end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each offer of a U.S. made end product that does not meet the definition of "domestic end product" is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.



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(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (810) 574-7059.

[End of Clause]

H-22            52.216-4008            STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS            JUN/1989  
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-23            52.246-4026            LOCAL ADDRESSES FOR DD FORM 250            MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

## SPECIAL CONTRACT REQUIREMENTS

H-24 Contractor shall provide a cost estimate for the efforts set forth in paragraphs C.1.2, C.2.2, C.2.3, C.2.4, C.2.5, C4.0, C6.0, C7.0, C8.0, and C9.0. within 24 hours of a request by the Contracting Officer.

H-25 Contractor personnel should be ready to deploy within 48 hours of Contracting Officer notification using military (or government furnished civilian) transportation by land, sea, or air. This includes maintaining current information IAW Deployment Guide.

H-26 The Government shall provide the following if required: Transportation in secured test areas; Telephone access port (if available); Adequate workspace with power; Security Access Passes; Executed DD254.

H-27 The Home Support labor effort under an individual task order shall not exceed more than 30% of the total labor costs unless

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approved by the Procurement Contracting Officer.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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## SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	FEB/2002
I-23	52.216-8	FIXED FEE	MAR/1997
I-24	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-26	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-27	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2002
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-34	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-35	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-37	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-38	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-39	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR/1998
I-40	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-41	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-42	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-43	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-44	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-45	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-46	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-47	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-48	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-49	52.230-2	COST ACCOUNTING STANDARDS	APR/1998

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I-50	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-51	52.232-1	PAYMENTS	APR/1984
I-52	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-53	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-54	52.232-11	EXTRAS	APR/1984
I-55	52.232-17	INTEREST	JUN/1996
I-56	52.232-20	LIMITATION OF COST	APR/1984
I-57	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-58	52.232-25	PROMPT PAYMENT	FEB/2002
I-59	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-60	52.233-1	DISPUTES	DEC/1998
I-61	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-62	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-63	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-64	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-65	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-66	52.242-13	BANKRUPTCY	JUL/1995
I-67	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II (APR 1984))	AUG/1987
I-68	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-69	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-70	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-71	52.245-1	PROPERTY RECORDS	APR/1984
I-72	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR- HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-73	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-74	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-75	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-76	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-77	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN/1997
I-78	52.248-1	VALUE ENGINEERING	FEB/2000
I-79	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-80	52.249-14	EXCUSABLE DELAYS	APR/1984
I-81	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-82	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT- RELATED FELONIES	MAR/1999
I-83	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-84	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	AUG/1999
I-85	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-86	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-87	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	AUG/2000
I-88	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-89	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-90	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-91	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-92	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-93	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-94	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-95	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-96	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-97	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-98	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-99	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-100	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-101	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-102	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED	JUN/1995

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		INFORMATION MARKED WITH RESTRICTIVE LEGENDS	
I-103	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-104	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-105	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-106	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-107	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-108	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-109	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

## (A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to

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cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: email and or fax.

[End of Clause]

I-110 52.216-25 CONTRACT DEFINITIZATION OCT/1997

(a) A Cost Plus Fix Fee definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a Cost Plus Fixed Fee proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is: NLT EOM June 2002

Contractor submission of proposal 14 May 2002

Submission of make-or-buy plan N/A

Submission of subcontracting plan TBD

Commencement of negotiations After 14 May 2002 and Before EOM June 2002

Definitization of contract TBD

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the DISPUTES clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the LIMITATION OF GOVERNMENT LIABILITY clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of Clause)

I-111 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 25% of contract funding or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown 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.

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(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)

I-112

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-113

52.228-3

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)

APR/1984

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

I-114

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY/2002

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

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

(2) "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)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

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

[End of Clause]

I-115            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-116            252.204-7004            REQUIRED CENTRAL CONTRACTOR REGISTRATION            MAR/2000

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

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-117 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

NOV/1995

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

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

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(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

[End of Clause]

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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DEPLOYMENT SUPPORT PLAN			
	Section J			
Exhibit A	Contract Data Requirements List			
Attachment 1	Abbreviations			

\*\*\* END OF NARRATIVE J 001 \*\*\*  
Exhibit A  
Contract Data Requirements List

A001 ICLS Deployment Support Plan

\*\*\* END OF NARRATIVE J 002 \*\*\*  
EXHIBIT B  
DATA ITEM DESCRIPTION  
TBD

\*\*\* END OF NARRATIVE J 003 \*\*\*  
Attachment 1  
Abbreviations and Acronyms

ICLS Contractor Logistics Support  
DAASC Defense Automatic Addressing System Center  
RSC Regional Support Center  
SARSS Standard Army Retail Supply System  
STAMIS Standard Army Management Information System  
TAMS Total Asset Management System

List to be continued

\*\*\* END OF NARRATIVE J 004 \*\*\*