

2. Amendment/Modification No. 05	3. Effective Date 2004SEP27	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN SFAE-GCS-W-BCTP AMY BOUREN (586)753-2106 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: AMY.BOUREN@US.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA DALLAS 600 N PEARL STREET SUITE 1630 DALLAS, TX 75201-2843	Code	S4402A
			SCD C PAS NONE ADP PT HQ0339		

8. 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 MC KINNEY, TX. 75070-0801  TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-02-D-B001/0003
	<input type="checkbox"/>	10B. Dated (See Item 13) 2003AUG29
Code 96214	Facility Code	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) Payment will be made by Electronic Funds Transfer  
 ACRN: AB NET INCREASE: \$778,774.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of Both Parties	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
  
SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)753-2072		
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2004SEP27

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-D-B001/0003 <b>MOD/AMD</b> 05	<b>Page</b> 2 <b>of</b> 13
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SECTION A - SUPPLEMENTAL INFORMATION

1. Modification 05 to Delivery Order 0003 is a bilateral agreement under Requirements Contract DAAE07-02-D-B001.
  
2. The purpose of this Modification 05 to Contract DAAE07-02-D-B001/0003 is to provide for deployment support during contingency operations of any and all Stryker Brigade Combat Teams (SBCTs), or elements thereof, and provide maintenance and logistical support to MITAS, LRAS3, and DVE systems on Stryker vehicles during the period of deployment. Support is to be provided in accordance with the Scope of Work in Section C of this Modification 05.
  
3. Raytheon's DD254 - Stryker Brigade Combat Team (SBCT), Contractor Logistics Support (CLS), Contract DAAE07-02-D-B001, Dated 19 Aug 2003, is hereby incorporated by reference.
  
4. In addition to the scope for Deployment Support, scope has been added in paragraph C.2.6 to support Reset activities.
  
5. The performance period on CLIN 0104AA is extended from 31 August 2004 to 30 September 2004 at no additional cost to the Government.
  
6. CLIN 0104AB performance completion date is extended from 30 November 2004 to 30 September 2005.
  
7. CLIN 0104AB is increased from \$2,880,874, by \$778,774.00, to \$3,659,648.00.
  
8. As a result of this Modification 05, the total Delivery Order 0003 amount is increased from \$5,428,586.00, by \$778,774.00, to \$6,207,360.00.
  
9. Except as specifically stated above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 006 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0104AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: RAYTHEON DEPLOYMENT EFFORT                      PRON: X13GXD41EH PRON AMD: 06 ACRN: AA                      AMS CD: 12201100000</p> <p>The performance period is extended by one month. Estimated performance completion date is changed to 30 September 2004.</p> <p>(End of narrative B007)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2004 (E)</td> </tr> </table> <p>\$ 2,547,712.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2004 (E)				\$ 2,547,712.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	30-SEP-2004 (E)												
0104AB	<p><u>CONTINGENCY DEPLOYMENT SPT AND CON'T OPTEMPO</u></p> <p>CLIN CONTRACT TYPE:                      Cost-Plus-Fixed-Fee</p> <p>NOUN: RAYTHEON INCREASED OPTEMPO                      PRON: X14GXDKAX1 PRON AMD: 07 ACRN: AB                      AMS CD: 13519800000</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>30-SEP-2005</td> </tr> </table> <p>\$ 3,659,648.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2005				\$ 3,659,648.00
DLVR SCH		PERF COMPL												
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001	0	30-SEP-2005												

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.20 CONTRACTOR SUPPORT DURING CONTINGENCY OPERATIONS PRICED OPTION

C.20.1 The potential exists that a deployment shall be required by Contractor personnel to support a Major Regional Contingency and/or other hostile action in an OCONUS location. Upon notification by the Contracting Officer, the Contractor shall be prepared to deploy personnel, equipment, supplies, and material in support of contingency deployment operations within 72 hours of notification by the Contracting Officer using military or civilian transportation by land, sea, or air, after CONUS Replacement Center (CRC). All contractor equipment shall be capable of being operated in a forward deployed field location under combat conditions. The Government will provide transportation of personnel and material to the deployment sites unless otherwise stated below in accordance with the Commanders Time Phased Deployment Data (or at the commanders prerogative).

C.20.1.1 The Contractor shall deploy to support any and all SBCTs or elements thereof and provide maintenance and logistical support to MITAS, LRAS3, and DVE systems on Stryker vehicles during the period of deployment. The contractor shall execute the necessary activities for preparations to support pre-deployment, post-deployment and transition. The Contractor shall continue to support fielded Stryker units within CONUS.

C.20.1.2 FSR and Program Office Responsibilities.

The contractor (program office and FSRs) is responsible for the following duties:

- a. Aid in fault isolation to identify failures down to Raytheon product.
- b. Will support Raytheon SBCT products by removing and replacing failed items at forward locations when requested.
- c. Coordinate transactions to/from the areas of actions to the appropriate Raytheon facility for depot repair.
- d. Track all assets and maintenance actions on failed items and determine warranty/non-warranty items.
- e. The contractor will provide sufficient resources to support the Field Service Representatives in the performance of their duties. This may include logistics from the contractors CONUS location for obtaining parts for repair for the forward deployed FSRs along with providing technical assistance in determining the causes of failure and remedies of failures. The contractor shall also provide assistance and technical support in determining and resolving issues or conditions with failures related to or effecting safety. In addition, operations support personnel shall handle all international shipping as required, to support the return and receipt of new and repaired items. The contractor shall also provide periodic detailed program status and information to the government program office.

6. The contractor shall be responsible for the management of spares inventory used for repair of the systems that are deployed. These spares consist of those spares made available from the government to support the deployed systems. And may include new spares and repair material that is required to provide the maximum operational readiness (OR) possible. The Contractor shall not repair items where the repair cost exceeds 65% of the replacement cost. The Contractor shall track repair costs related to repair of any repairable item issued. These repair costs shall be recorded in the Contractor's database and provided as described on CDRL A004. The contractor shall provide a sufficient flow of parts and material to insure optimum OR.

7. The contractor shall manage the tracking of maintenance actions and material under his control during the contingency operations using a Total Asset Management System (TAMS). The system provides data, including:

- a. System location/quantity
- b. Condition
- c. Demand rates
- d. Maintenance actions records
- e. Asset tracking
- f. Requisitioning access/status.

The data provided by this system, along with intensive management by the entire Raytheon BCT team, will ensure that the necessary spares are available to meet OR.

C.20.1.3 The Government shall provide assistance to insure the Contractor can meet deployment requirements. Specifically, but not limited to, visa and medical support; satellite phones, digital pagers, and applicable accessories for each person deployed; vehicles; shelters; transportation; and power generating equipment shall be provided as GFP.

C.20.1.4 The Government may direct the Contractor to perform services in support of a contingency or exercise, as provided by law or defined by the applicable Army Service Component Command. Services shall be performed in the Intermediate Sustainment Base (ISB) or corps rear area in support of the contingency or exercise. Contractor personnel may provide support at the Brigade Support Battalion

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(BSB) or with a Combat Repair Team (CRT) if authorized by Army component commander.

C.20.1.5 The Contractor shall develop and maintain a deployment plan and checklist for personnel who will deploy in support of contingency operations. The deployment plan shall follow guidelines set forth in AMC-P 715-18 and DA PAM 715-16. The Contractor shall certify that deploying Contractor personnel have completed the applicable administrative requirements set forth in the Contractors Deployment Checklist and provide a certified copy to the PM BCT Office.

C.20.1.6 Contractor personnel shall be administratively assigned to the Logistics Support Element (LSE) for accountability, administrative and life support.

C.20.2 Repair of Failed SRUs/LRUs in Support of Deployment Operations

C.20.2.1 Upon direction by the contracting officer, the contractor shall order replenishment spares for a deployment period of one year based on the designated operational tempo of the Stryker BCT. Upon Government direction Contractor shall ship parts to the designated collection points. Spares may be packaged as sets in standard military 20x8x8 milvans or issued on individual orders from deployment locations. Contactor shall re-supply all parts, as required, to support deployment effort on a continuous basis during the period of performance. The estimated Optempo used in calculating the estimated number of replenishment spares is: MITAS 162 Hrs/sys and LRAS3 240 hrs/sys.

C.20.2.2 Initial shipment of the ASL/PLL will be provided by the government coinciding with the contingency deployment. Once deployment has occurred, shipments of failures, repaired items and replenishment parts will be made by the contractor conforming to the procedures established for the SBCT by using both military and commercial means as applicable. When required to meet program requirements and maintain the Stryker readiness rate goal of deployed vehicles, the contractor shall ship spares and/or unserviceable parts and repairs into and out of the theater distribution center, Germersheim, Germany. The contractor is responsible for covering the costs to ship either routine or expedited spares and unserviceable repairs into and out of the theater distribution center at Germersheim Germany. Contractor may also be responsible for shipping above material into and out of the FRA in Balad Iraq should the Army's Transcom be unable to provide required support in a timely manner that assures the vehicles are operational.

C.20.2.3 The contractor shall be authorized costs associated with expedited delivery to support deployment operations. During deployment operations Contractor shall provide 24/7 on call support.

C.20.2.4 Parts ordered for contingency deployment operations and not consumed will be retained by the contractor for future ASL issues to SBCT units or may be consumed, with government permission, within existing contracts.

C.20.2.5 Depot Repairs

The contractor shall utilize existing facilities and resources to accomplish the repair of all failed MITAS, LRAS3, and non-warranty DVE items occurring during this contingency deployment. All other DVE failures shall be repaired at depot under separate contract funding from the appropriate procuring activity. All items will be repaired using the contractors approved Standard Repair Procedures (SRPs) to bring the item to a functionally serviceable condition. Upon completion on the repair, the contractor will return the item to the ISP to reinsert the item into the SBCT repair pipeline. The contractor will use good faith efforts to repair the failed item to the latest production configuration while using the most expeditious manner to return the failed item to the spares pipeline. This effort includes repairs at the FRA for LRUs as well as repair of SRUs at the depot.

C.20.2.6 Reset of Deployed Stryker Raytheon Systems (LRUs)

C.20.2.6.1 The Stryker reset is a three (3)phased effort. This scope only addresses Phase 1 and Phase 2. Phase 3 will be addressed as a separate effort.

C.20.2.6.2 The four pilot vehicles consist of two Infantry Carrier Vehicles (ICVs), one Reconnaissance Vehicle (RV), and one Anti-Tank Guided Missile Vehicle (ATGM).

C.20.2.6.3 Phase 1. The phase one of the Reset covers the removal and packaging for shipment of Raytheon Systems (LRUs) at Ft. Lewis, WA.

C.20.2.6.4 Phase 2. The second phase of Reset is the receipt and teardown analysis of LRUs (4-DVE, 1-MITAS, 1-LRAS) at Raytheon, McKinney, TX, and development of two recommendations from the contractor.

C.20.2.6.5 First recommendation is the analysis costs to reset the LRUs deployed on the Stryker fleet.

C.20.2.6.6 Second analysis, assessment, and recommendation is what would be required to retain the LRUs in the AOR for a third rotation of use.

C.20.2.6.7 Recommendations. The contractor will have both the final analysis recommendations presented to the Government not later than 01 February 2005, pending receipt not later than 15 November 2004.

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C.20.2.6.8 Schedule. Upon Government direction, on or before 15 February 2005, and subject to available funding, the LRUs are to be reset and ready for deployment not-later-than 30 April 2005.

C.20.3 Management.

C.20.3.1 The Contractor shall ensure that all Contractor employees, including its subcontractors, comply with all guidance, instructions and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This includes any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

C.20.3.2 The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative. The Contracting Officer may direct the Contractor to remove or replace any Contractor employee failing to adhere to instructions and General Orders issued by the Theater Commander or his/her designated representative.

C.20.4 Accounting for Personnel (Systems, External and Theater Support).

C.20.4.1 The Contractor shall report its employees, including third country nationals, entering and/or leaving the theater of operations by name, citizenship, location, Social Security Number (SSN) or other official identity document number to the AMC FWD, LSE, LAO, COR and/or Theater Commander.

C.20.4.2 For badging and security purposes, the Contractor shall provide the Army with a list of all suitable or qualified employees (including qualified sub-contractors and/or vendors used in the area of operations) with all required identification and documentation information. Changes/updates shall be coordinated with Army representative(s) at Theater specific in-processing sites.

C.20.5 Risk Assessments and Mitigation.

C.20.5.1 The Contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions. The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of a contingency deployment involving military operations.

C.20.5.2 The Contractor shall replace employees within one (1) week, dependent upon deployment requirements (i.e. CRC Requirements), or as directed by the Contracting Officer, if the employee shall be unavailable after an authorized pass/leave period.

C.20.5.3 The Contractor shall designate a point of contact for all of its plans and operations. The Contractor shall prepare plans for support of military operations in country, as required, or as directed by the Contracting Officer.

C.20.6 Force Protection.

C.20.6.1 The Army shall provide force protection to Contractor employees commensurate with that given to Department of the Army civilians and military personnel in the area of operations, unless otherwise specified in the contract.

C.20.7 Reception, Staging, Onward Movement and Integration (RSO&I).

C.20.7.1 Upon arrival in the area of operations, Contractor employees shall receive Reception, Staging, Onward movement and Integration, as directed by the Logistics Support Element (LSE), Contracting Officer or his/her designated representative. The Contractor shall be prepared to move contract material and equipment using U.S. Government transportation and comply with applicable transportation regulations, such as: MILSTAMP, etc., for safety, packaging, tie-down, etc.

C.20.8 Pay.

C.20.8.1 The Government is not a party to the employee-employer relationship. Any questions, which Contractor employees have regarding pay, should be discussed with the Contractor.

C.20.9 Tour of Duty/Hours of Work.

C.20.9.1 Tour of Duty is defined as the length of deployment. Hours of Work is defined as the hours worked during an 8-hour workday. A workweek is defined as 40 hours worked in 7 consecutive days. Prior to deployment the Contracting Officer shall provide the Contractor with the anticipated tour and duration of duty. The Contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer. The Contracting Officer may modify the work schedule to ensure the Governments ability to continue to

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execute its mission. The Contractor shall be available to work extended hours to perform mission essential tasks. For the purpose of calculating overtime premiums, time worked in excess of 40 hours in one 7 day work week shall be considered overtime.

C.20.10 On-Call Duty.

C.20.10.1 The Contractor shall be available to work (i.e. on-call) during other than regular hours to perform mission essential tasks.

C.20.11 RESERVED.

C.20.12 Deployment Processing.

C.20.12.1 The Government is responsible for providing information and assistance in meeting the requirements necessary for deployment. Deployment processing shall include, as a minimum, all Government required procedures such as medical examinations, and immunizations. If central processing is required, the Contractor employees shall be issued Letters of Accreditation for processing through a specific CONUS Replacement Center/Individual Deployment Site (CRC/IDS) and for the duration of the tour of duty. The Contractor is responsible for travel to the CRC/IDS or other CONUS departure point. The Government is responsible for providing transportation for contractor personnel from the CRC/IDS to final overseas location. If a CRC/IDS CONUS departure point is not used, the Contractor shall receive an equitable adjustment for all reasonable travel costs incurred in deployment of Contractor employees.

C.20.12.2 The Contracting Officer shall identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying employees are available for all required mission training. The Contracting Officer shall inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards. The U.S. Government shall provide the Contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

C.20.12.3 As part of the Preparation for Oversea Movement (POM) processing for Contractor employees, the Governments POM activities at the home station or the CRC shall screen Contractor personnel records, conduct theater specific briefing and training, issue theater/environmental specific clothing and individual equipment, verify that medical requirements (such as immunizations, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to the theater of operation. While POM processing at the CRC/IDS, the Government shall furnish life support to include lodging and meals, but shall charge a nominal fee for meals.

C.20.12.4 At the CRC/IDS processing point, Contractor employees shall receive from the Government the Department of Defense (DOD) Common Access Card (CAC) with Geneva Convention markings with Equivalent Grades identified. If a CRC/IDS processing point is not used then, the Contracting Office shall provide assistance with obtaining identification document listed below before deployment. Identification documents shall indicate that the Contractor employee as FSR (GS12 equivalent). Upon redeployment, the Contractor shall ensure that all issued controlled identification cards and tags are returned to the Government.

Department of Defense (DOD) Common Access Card (CAC) with Geneva Convention markings with Equivalent Grades identified above.

C.20.13 Medical Screening.

C.20.13.1 It is the responsibility of the Contractor to provide qualified, capable personnel who meet the physical standards and medical requirements to perform the contracted duties in designated theater of operations. The Government may provide some or all of the required deployment screening.

C.20.13.2 The Government may perform medical screening at the CONUS Replacement Center. The screening shall include DNA sampling and immunizations, if not previously conducted, for Contractors deploying OCONUS.

C.20.13.3 When applicable or in accordance with a standing contract, the Government shall provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

C.20.13.4 Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of medications. Upon arrival in the area of operations, the Logistical Assistance Office (LAO) or Contracting Officer Representative (COR) shall coordinate with the supporting medical unit to ensure the future availability of prescription medications and to obtain such medications.

C.20.14 Letters of Authorization.

C.20.14.1 In order to process through the designated CRC/IDS and receive Government transportation from the CRC/IDS to the theater of operations, intra-theater, and return, the Government shall provide each Contractor employee with Letters of Authorization. These Letters of Authorization shall be prepared by the Contracting Officer and authorized by the supporting installation. These Letters of Authorization shall state the intended length of assignment in the area of operation and shall identify planned use of

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Government facilities and privileges in the theater of operations, as authorized by the contract.

**C.20.15 Clothing And Equipment Issue.**

C.20.15.1 Contractors accompanying the force are not authorized to wear military uniforms except for specific items required for safety and security. Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual Contractor employee and shall not be issued at the deployment center. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely effecting the Governments tactical position in the field. Guidelines are within Pamphlet AMC-P715 and DA PAM 715-16. It is up to the Contractor to insure that duty uniforms do not present a problem for the field commander or to be so similar to the Armed Services uniform to create confusion.

C.20.15.2 If required by the Theater Commander, however, the deployment-processing center shall issue Organizational Clothing and Individual Equipment (OCIE) to Contractor personnel. The Contractor or Contractor employee shall sign for all issued organizational clothing and individual equipment, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment. Contractor employees shall be responsible for maintaining and returning all issued clothing and equipment back to the place of issuance upon returning from the theater of operation. In the event that issued clothing and/or equipment is lost or damaged due to negligence, a Raytheon Company Loss, Damaged, Destruct, form shall be submitted to Raytheon Company Property for appropriate action and relief from property accountability.

**C.20.16 Weapons and Training.**

C.20.16.1 The Government shall provide force protection for Contractor personnel. The Government may issue side arms to Contractor employees for their personal self-defense. The issuance of such weapons must be authorized by the Theater Commander and must comply with military regulations regarding firearms training and safe handling. However, Contractor employees shall not possess personally owned firearms in the area of operations. The acceptance of self-defense weapons by a Contractor is voluntary and should be in accordance with the employers company policy regarding possession and/or use of weapons. When accepted, the Contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. Also when accepted, only military issued ammunition may be used in the weapon. The Contractor employee is legally liable for any use that is not in accordance with the rules of engagement. The Contractor employee must be aware that they may incur civil and criminal liability, both under Host Nation Law or U.S. Criminal and Civil Law, for improper or illegal use of weapons.

C.20.16.2 Prior to issuing any weapons to Contractor employees, the Government shall provide the Contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The Theater Commander is responsible to ensure that armed Contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war. The Contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

C.20.16.3 Upon redeployment or notification by the Government, the Contractor shall ensure that all Government issued weapons and ammunition are returned to Government control.

**C.20.17 Legal Assistance.**

C.20.17.1 Contractor employees supporting a contingency deployment and are accompanying the Armed Forces of the U.S. outside the U.S., shall receive certain legal assistance from Army lawyers as part of their deployment support.

C.20.17.2 If legal assistance is provided while Contractor employees are deployed in the theater of operations, it must be in accordance with applicable international or host nation agreements.

C.20.17.3 The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to simple wills, powers of attorney, and advanced medical directives), and help retaining non-DOD civilian attorneys.

**C.20.18 Mission Training.**

C.20.18.1 The CRC/IDS shall provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training shall cover areas such as the Geneva Convention, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the special circumstances of the deployment and approved by the Theater Commander.

**C.20.19 Vehicle and Equipment Operation.**

C.20.19.1 The Contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment

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necessary to perform the contract in the area of operations in accordance with the statement of work. Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the Contracting Officer or his/her representative. The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

C.20.20 Passports/Visas.

C.20.20.1 The Contractor is responsible for obtaining all passports and visas. Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas shall be determined by the country of deployment/travel and obtained from the appropriate embassy prior to deployment. The Government shall provide assistance to the Contractor in obtaining visas to countries if requested by the Contractor and required to meet the contingency deployment schedule.

C.20.21 Customs Processing and Entrance and Exit Processing.

C.20.21.1 While entering and exiting a foreign country, Contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the countries in which the Contractor is deploying. Details for a Contractor employees deployment shall be fully explained during the deployment processing. If CRC/IDS processing is not utilized, it is the responsibility of the Contractor to provide the relevant information to the Contractor employees prior to deployment. When returning, Contractor employees shall also be subject to U.S re-entry customs requirements in effect at the time of re-entry.

C.20.21.2 The Contracting Officer shall determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

C.20.22 Living Under Field Conditions.

C.20.22.1 The Government shall provide Contractor employees deployed in the area of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the area of operations, unless otherwise specified in the contract. In the event that the Government does not provide services or goods promised and the Contractor must obtain said services or goods elsewhere, the Contractor shall be equitably reimbursed in accordance with the contract.

C.20.23 Medical and Dental Care.

C.20.23.1 Military and/or host nation medical and dental care shall be available should the need arise, at a level commensurate with that afforded Government employees and military personnel.

C.20.24 Morale, Welfare, Recreation (MWR) and Support Services.

C.20.24.1 Contractor employees working within the theater of operations shall, to the maximum extent possible, be eligible to use MWR facilities, activities, and services subject to the installation or Theater Commanders discretion and the terms of the contract. Contractor employees shall be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities shall be based on installation and Theater Commanders discretion, the terms of the contract with the Government, and the terms of the applicable Status of Forces Agreement (SOFA).

C.20.25 Status of Forces Agreements (SOFA).

C.20.25.1 SOFA is an international agreement between two or more Governments that provide for various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending states force. The Contractor shall adhere to all relevant provisions of applicable SOFA and other similar related agreements.

C.20.26 Uniform Code Of Military Justice (UCMJ).

C.20.26.1 Civilian and Contractor employees are subject to military law when serving with or accompanying an armed force only in time of war. The U.S. Supreme Court has ruled in time of war to mean a congressionally declared war. Contractor employees shall not be subject to the UCMJ in a typical contingency operation.

C.20.27 Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000.

C.20.27.1 Amended Title 18, U.S. Code, establishes Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

C.20.27.2 Essentially, the Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as the offense had been committed within the jurisdiction of the U.S. The

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person must be employed by or accompanying the Armed Forces outside the U.S. The term employed by the Armed Forces outside the U.S. means employed as a civilian employee of DoD, as a DoD Contractor or an employee of a DoD Contractor, who is present or residing outside the U.S. in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the U.S. means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD Contractor or an employee of a DoD Contractor, not a national of or ordinarily resident in the host nation.

C.20.28 Health and Life Insurance.

C.20.28.1 The U.S. Army has no statutory obligation to provide a Contractor employee with any health insurance. The Government may reimburse some life insurance costs as a result of overseas deployment.

C.20.29 Next of Kin Notification.

C.20.29.1 Before deployment, the Contractor shall ensure that each Contractor employee completes, and updates as necessary, a DD Form 93, Record of Emergency Data Card or equivalent. The form shall be retained by the Contractor with a copy provided the Contracting Officers Representative (COR) or designated Government official.

C.20.30 Return Processing Procedures.

C.20.30.1 Upon completion of the deployment or other authorized release, the Government shall authorize Contractor employee transportation from the area of operations to the designated CRC/IDS site. At the return-processing center the Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractors employees are returned to Government control upon completion of the deployment. The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The Contractor is responsible for transportation.

C.20.31 Evacuation.

C.20.31.1 As required by the operational situation, the Government shall relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the theater of operations. Orders to relocate can be handled as a change in the place of performance.

C.20.31.2 The Contracting Officer may direct evacuation of Contractor employees deployed in support of contingency operations upon a determination that there is an imminent increased threat to the safety, health, or welfare of the Contractor employees and an evacuation is necessary to secure their health, safety, and/or welfare. The Contracting Officers evacuation direction shall be in writing or shall be promptly confirmed in writing.

C.20.31.3 If the Contractor reasonably believes there to be an imminent increased threat to the safety, health, and/or welfare of the Contractor employees, the Contractor may request the Contracting Officer to direct the evacuation of those personnel. This request shall be in writing or shall promptly be confirmed in writing and shall detail the circumstances constituting an imminent increased threat to the safety, health, and/or welfare of the contract employees. The Contracting Offices, after discussions with the Theater Command of the host nation and other Government Official(s) to the extent the Contracting Officer considers them advisable, shall direct evacuation of Contractor employees or shall deny the request.

C.20.32 Deployment Phases.

C.20.32.1 Contractor support for a contingency operation will be for a maximum period of twelve (12) months.

\*\*\* END OF NARRATIVE C 002 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-02-D-B001/0003 **MOD/AMD** 05

**Name of Offeror or Contractor:** RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
0104AB	X14GXDKAX1 13519800000 X14GXDC00000	AB	1 4GXDC	\$ 2,880,874.00	\$ 778,774.00	\$ 3,659,648.00
				NET CHANGE	\$ 778,774.00	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	AB	21 42020000045R5R07P1351982571 S20113	W56HZV	\$ 778,774.00
				NET CHANGE \$ 778,774.00

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 5,428,586.00	\$ 778,774.00	\$ 6,207,360.00

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 12 of 13**

PIIN/SIIN DAAE07-02-D-B001/0003

MOD/AMD 05

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.31 Continuity of Performance:

The Parties agree that the cost estimates in this contract are predicated on continuous service. If the Government fails to add additional months of support not later than four (4) months prior to the stated completion date of the current contract, the final six (6) weeks of the current contract effort for any given scope (deployment or peacetime) or any CLIN convert to close out effort. Performance will be terminated six weeks prior to the stated completion date and the contractor will pack up and clear out all personnel and support operations, as well as stop all repair or replacement activities and any other performance requirements.

## H.32 Call Up Deadline for Continuity of Performance:

Call up of a follow-on requirement, either by exercise of option or supplemental agreement to the current contract or by issuing a new contract, must be awarded at least four (4) months prior to the end of the stated performance period. Failure to do so by the Government effectively terminates the performance requirements for the last six weeks of this contract. The last six weeks prior to the stated completion date becomes the close out period.

## H.33 Liability of the Government for Close Out Costs:

Unless the parties otherwise agree, the equitable adjustment shall be negotiated by the parties. Under no circumstances will the total estimated amount for performance and the cost for close out exceed the current estimated total contract amount and associated fee.

## H.34 Disputes:

If the parties cannot agree on an equitable adjustment, the Government has the unilateral right to adjust the contract for the reduced support subject to the "Disputes" clause.

## H.35 Additional Support:

It is anticipated that two additional months of support will be required during the period 1 October 2005 - 30 November 2005, and that this requirement will be priced on a month-by-month basis at the agreed upon monthly rate of \$163,471.00.

\*\*\* END OF NARRATIVE H 004 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 13 of 13****PIIN/SIIN** DAAE07-02-D-B001/0003**MOD/AMD** 05**Name of Offeror or Contractor:** RAYTHEON COMPANY

## SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A004	21-SEP-2004	001	