

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	▶	<b>Rating</b> DXA5	<b>Page</b> 1 <b>Of</b> 24	
<b>2. Contract (Proc. Inst. Ident) No.</b> DAAE20-01-C-0019		<b>3. Effective Date</b> 2001JAN04		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE		
<b>5. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-A JAN HALL (309)782-1313 ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>6. Administered By (If Other Than Item 5)</b> DCMC VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713			<b>Code</b> S0512A
<b>e-mail address:</b> HALLJ@RIA.ARMY.MIL		<b>SCD A PAS NONE</b>		<b>ADP PT</b> HQ0339		
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> RAYTHEON COMPANY 2006 E EL SEGUNDO BLVD BLDG E04 EL SEGUNDO CA 90245-0902			<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
TYPE BUSINESS: Large Business Performing in U.S.			<b>9. Discount For Prompt Payment</b>			
			<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b> ▶		<b>Item</b> 12	
<b>Code</b> 09WQ4	<b>Facility Code</b>		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			<b>Code</b> HQ0339
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>14. Accounting And Appropriation Data</b> SEE SECTION G			
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost-Plus-Fixed-Fee Cost Contract	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>	
KIND OF CONTRACT: Supply Contracts and Priced Orders					FMS REQUIREMENT	
<b>15G. Total Amount Of Contract</b> ▶					\$3,176,726.77	

**16. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
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X	E	Inspection and Acceptance	10		K	Representations, Certifications, and Other Statements of Offerors	
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**Contracting Officer Will Complete Item 17 Or 18 As Applicable**

<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed 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.)		<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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.	
<b>19A. Name And Title Of Signer (Type Or Print)</b>		<b>20A. Name Of Contracting Officer</b> DAVE ELLIOTT ELLIOTT@RIA.ARMY.MIL (309)782-3814	
<b>19B. Name of Contractor</b>	<b>19c. Date Signed</b>	<b>20B. United States Of America</b>	<b>20C. Date Signed</b>
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD

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

## SECTION A - SUPPLEMENTAL INFORMATION

1. The following contract line items are awarded on a Cost Plus Fixed Fee Basis for the following requirements in support of Egyptian M1A1 Tanks with delivery requirements as set forth below:

CONTRACT LINE ITEM 0001AA TRU Remanufacture - 75 Each - Total Cost: \$1,978,699.49 Fee: \$189,092.35

DELIVERY REL CODE	QUANTITY	DELIVERY DATE	DESTINATION
001	3 ea	30 DEC 2001	GDLS/Anniston
002	4 ea	31 JAN 2002	7 Frankfort Ave, Bldg 105
003	4 ea	28 FEB 2002	Anniston, AL 36201
004	4 ea	31 MAR 2002	ATTN: Bob Freicht
005	4 ea	30 APR 2002	MARK: Egyptian Coproduction
006	4 ea	31 MAY 2002	Contract DAAE07-00-C-N001
007	4 ea	30 JUN 2002	DODAAC: CKOMPA
008	4 ea	31 JUL 2002	
009	4 ea	31 AUG 2002	
010	4 ea	30 SEP 2002	
011	4 ea	31 OCT 2002	
012	4 ea	30 NOV 2002	
013	4 ea	31 DEC 2002	
014	4 ea	31 JAN 2003	
015	4 ea	28 FEB 2003	
016	4 ea	31 MAR 2003	
017	4 ea	30 APR 2003	
018	4 ea	31 MAY 2003	
019	4 ea	30 JUN 2003	

CONTRACT LINE ITEM 0001AB CPCU Remanufacture - 75 Each - Total Cost: \$665,823.05 Fee: \$63,336.88

DELIVERY REL CODE	QUANTITY	DELIVERY DATE	DESTINATION
001	3 ea	30 DEC 2001	Lima Army Tank Plant
002	4 ea	31 JAN 2002	1155 Buckeye RD BLDG 147
003	4 ea	28 FEB 2002	Lima, Ohio 45804-1989
004	4 ea	31 MAR 2002	MARK FOR: Egyptian Coproduction
005	4 ea	30 APR 2002	DODAAC: W80Y7E
006	4 ea	31 MAY 2002	
007	4 ea	30 JUN 2002	
008	4 ea	31 JUL 2002	
009	4 ea	31 AUG 2002	
010	4 ea	30 SEP 2002	
011	4 ea	31 OCT 2002	
012	4 ea	30 NOV 2002	
013	4 ea	31 DEC 2002	
014	4 ea	31 JAN 2003	
015	4 ea	28 FEB 2003	
016	4 ea	31 MAR 2003	
017	4 ea	30 APR 2003	
018	4 ea	31 MAY 2003	
019	4 ea	30 JUN 2003	

CONTRACT LINE ITEM 0002 TRU REPAIRS - Total Cost: \$152,894.00 Fee: \$15,289.00

CONTRACT LINE ITEM 0003 CPCU REPAIRS - Total Cost: \$76,447.00 Fee: \$7,645.00

CONTRACT LINE ITEM 0004 RELOCATION OF VIB STATION Total Cost: \$27,500.00 Fee: N/A

2. This contract is awarded as a Completion Form Cost Plus Fixed Fee contract in accordance with Federal Acquisition Regulation (FAR) 16.306(d)(1). The contractor is required to complete and deliver the specified products and services within the estimated cost is possible as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Contractor may be required to expend more effort without an increase in fee, provided the Government increased the estimated cost.

3. The contractor's Comprehensive Subcontracting Plan dated December 21, 1999 is incorporated into this contract.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD

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

4. This contract contains a 100% option clause that can be exercised at the same prices as the basic contract no later than December 31, 2001.

5. Bench Stock will be addressed via contract modification no later than 30 days after the date of award of this contract.

\*\*\* END OF NARRATIVE A 002 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-CM-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 5 of 24</b>
	PIIN/SIIN DAAE20-01-C-0019 MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

CLIN \_\_\_\_\_ PRICE \$ \_\_\_\_\_

(End of clause)

(AS7008)

A-5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176



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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>TRU REMANUFACTURE</u>				\$ 2,167,791.84
	NOUN: TRU REMANUFACTURE SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee PRON: J50NFC1047    PRON AMD: 02    ACRN: AA AMS CD: NFM001				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin    ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH			PERF COMPL	
	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	
	001	0		30-JUN-2003	
	\$ 2,167,791.84				
0001AB	<u>CPCU REMANUFACTURE</u>				\$ 729,159.93
	NOUN: CPCU REMANUFACTURE SECURITY CLASS: Unclassified PRON: J50NFC0947    PRON AMD: 01    ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG 001				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin    ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH			PERF COMPL	
	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	
	001	0		30-JUN-2003	
	\$ 729,159.93				
0002	<u>Supplies or Services and Prices/Costs</u>				
	<u>TRU GFE REPAIRS</u>				\$ 168,183.00
	NOUN: TRU GFE REPAIRS SECURITY CLASS: Unclassified PRON: J50NFC2447    PRON AMD: 01    ACRN: AB AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin    ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH			PERF COMPL	
	<u>REL CD</u>	<u>QUANTITY</u>		<u>DATE</u>	
	001	0		30-SEP-2003	

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-01-C-0019 MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0003	<p style="text-align: right;">\$ 168,183.00</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>CPCU GFE REPAIRS</u></p> <p>NOUN: CPCU GFE REPAIRS                      SECURITY CLASS: Unclassified                      PRON: J50NFC2547 PRON AMD: 01 ACRN: AB                      AMS CD: NFM001                      FMS CASE IDENTIFIER: EG NFM</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">DLVR SCH</td> <td style="width: 35%;"></td> <td style="width: 15%;">PERF COMPL</td> <td style="width: 35%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">0</td> <td>30-SEP-2003</td> <td></td> </tr> </table> <p style="text-align: right;">\$ 84,092.00</p>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	0	30-SEP-2003					\$ 84,092.00
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	0	30-SEP-2003															
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>RELOCATION OF VIB STATION</u></p> <p>NOUN: RELOCATION OF VIB STATION                      SECURITY CLASS: Unclassified                      PRON: J50NFC2647 PRON AMD: 01 ACRN: AB                      AMS CD: NFM001                      FMS CASE IDENTIFIER: EG NFM</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">DLVR SCH</td> <td style="width: 35%;"></td> <td style="width: 15%;">PERF COMPL</td> <td style="width: 35%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">0</td> <td>30-SEP-2003</td> <td></td> </tr> </table> <p style="text-align: right;">\$ 27,500.00</p>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	0	30-SEP-2003					\$ 27,500.00
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	0	30-SEP-2003															
0005	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>CONTRACT DATA REQUIREMENTS LISTS (CDRLS)</u></p> <p>NOUN: DD FORMS 1423                      SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423).</p>			\$ ** NSP **	\$ ** NSP **												

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN DAAE20-01-C-0019 MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>It is required that data items be delivered using electronic media.</p> <p>Refer to the DD Form 1423 for more specific electronic delivery information.</p> <p>A DD250 IS NOT REQUIRED</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p>				



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

## SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984

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**PIIN/SIIN** DAAE20-01-C-0019

**MOD/AMD**

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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ ITEM	AMS CD	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	J50NFC1047		AA	2	9711 X8242EG01X6D1000NFM 0012512EGS20113	0DBJ1I	W56HZV \$	2,167,791.84
	NFM001							
0001AB	J50NFC0947		AA	2	9711 X8242EG01X6D1000NFM 0012512EGS20113	0DBJ1I	W56HZV \$	729,159.93
	NFM001							
0002	J50NFC2447		AB	2	9711 X8242EG01X6D1000NFM 001252GEGS20113	0DBJ1I	W56HZV \$	168,183.00
	NFM001							
0003	J50NFC2547		AB	2	9711 X8242EG01X6D1000NFM 001252GEGS20113	0DBJ1I	W56HZV \$	84,092.00
	NFM001							
0004	J50NFC2647		AB	2	9711 X8242EG01X6D1000NFM 001252GEGS20113	0DBJ1I	W56HZV \$	27,500.00
	NFM001							
							TOTAL	\$ 3,176,726.77

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242EG01X6D1000NFM 0012512EGS20113	W56HZV	\$ 2,896,951.77
Army	AB	9711 X8242EG01X6D1000NFM 001252GEGS20113	W56HZV	\$ 279,775.00
				TOTAL \$ 3,176,726.77

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document 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 these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number Appendix I of this document for use in the performance of this contract. Other additional Government Property under this contract for accountability includes:

Part Number	QTY	S/N(s)	Noun	Transferred from
12271600	2	4651	Thermal Receiver Unit	DAAA09-91-G-0006/0024
		6307	Thermal Receiver Unit	DAAA09-91-G-0006/0024
12271800	4	4874	Image Control Unit	DAAA09-91-G-0006/0024
		4905	Image Control Unit	DAAA09-91-G-0006/0024
		9891	Image Control Unit	DAAA09-91-G-0006/0024
		14129	Image Control Unit	DAAA09-91-G-0006/0024
12272535	1	6321	Electronic Unit	DAAA09-91-G-0006/0024
12272555	2	19309	Power Control Unit	DAAA09-91-G-0006/0024
		20389	Power Control Unit	DAAA09-91-G-0006/0024
12548869	1	SK008	Gunners Primary Sight	DAAA09-91-G-0006/0024
9376120	1	15126	Thermal Receiver Unit	DAAA09-91-G-0006/0024
12304570	1	N/A	Shipping Container	DAAA09-91-G-0006/0024
T12272000-92-1	1	G9596379	TIS Unit Vibration Test Station	DAAE20-95-C-0288

(b) The property shall be delivered in accordance with the schedule set forth in Appendix I of this document.

(c) If the property is not received in accordance with the schedule set forth in Appendix I of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

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MOD/AMD

**Name of Offeror or Contractor:** RAYTHEON COMPANYH-4 52.233-4501 ALTERNATIVE DISPUTES REVIEW PROCESS  
TACOM-RI

MAY/1994

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

(1) The Government will compensate directly the wages and travel expense for its selected member.

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(2) The SC shall compensate directly the wages and travel expense for its member.

(3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.

(4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

(l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

H-5            52.239-4500            YEAR 2000 (Y2K) COMPLIANCE            NOV/1998  
TACOM-RI

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-6            52.247-4545            PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION            MAY/1993  
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

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Does Shipping Point have a private railroad siding?  YES  NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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## SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-10	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-11	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-12	52.216-8	FIXED FEE	FEB/1997
I-13	52.216-11	COST CONTRACT - NO FEE	APR/1984
I-14	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-15	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-16	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-17	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-18	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-19	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-20	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-21	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-22	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-23	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-24	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-25	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-26	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-27	52.232-1	PAYMENTS	APR/1984
I-28	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-32	52.232-25	PROMPT PAYMENT	JUN/1997
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-34	52.233-1	DISPUTES	JAN/1999
I-35	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-36	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995
I-37	52.242-13	BANKRUPTCY	JUL/1995
I-38	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-39	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-40	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-41	52.245-19	GOVERNMENT PROPERTY FURNISHED [" ]AS IS[" ]	APR/1984
I-42	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-45	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-48	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-50	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-51	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-52	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-53	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-54	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-55	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-56	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-57	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-58	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-59	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-60	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-61	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-62	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s)0001AB and 0001AC by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AB and 0001AC shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 30 JUN 2003 by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$_____ CLIN 0001AB
	\$_____ CLIN 0001AC

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price

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for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-63            52.246-20            WARRANTY OF SERVICES            APR/1984

(a) Definitions. 'Acceptance,' as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

'Correction,' as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract and that all TRUs and CPCUs delivered to the tank plant shall be failure free through the tank plant with no exceptions. The Contracting Officer shall give written notice of any defect or noncompliance to the Contractor. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment to the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

(IF6061)

I-64            252.217-7000            EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS            DEC/1991  
DFARS

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for: Egypt.

(End of clause)

(IA6700)

I-65            52.202-1            DEFINITIONS            OCT/1995

(a) 'Head of the agency' (also called 'agency head') or 'Secretary' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term 'authorized representative' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

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(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

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(End of Clause)

(IF7252)

I-66 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-67 52.203-7 ANTI-KICKBACK PROCEDURES

JUL/1995

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations

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described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-68            52.209-6            PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH            AUG/1995  
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-69            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including

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gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-70 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

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

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

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

End of Clause

(IF7253)

I-71 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 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 24 of 24**

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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	GOVERNMENT DESIGNED ACCEPANCE INSPECTION EQUIPMENT		001	
Attachment 001	INSTRUCTIONS FOR COMPLETING DD FORM 1423, 1423 & DATA ITEM DESCRIPTION		005	
Attachment 002	IOC FORM 715-3	28-FEB-96	002	
Attachment 003	LISTING OF GOVERNMENT OWNED PROPERTY TO BE USED FOR PERFORMANCE	01-OCT-88	002	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS LIST (CDRL)		002	
Attachment 005	DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 006	STATEMENT OF WORK	02-MAY-00	005	
Attachment 007	LIST OF ECPS & EMAIL CONCURRENCE	30-JUN-00	003	
Attachment 008	FIRST ARTICLE TEST AND ENVIRONMENTAL STRESS SCREENING		003	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote. Hard copies of the documents are also attached.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 001	Instruction for Completed DD Form 1423	JUN90	1 Pg
Attachment 002	IOC Form 715-3	FEB96	2 Pgs
Attachment 003	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 004	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 005	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 006	Statement of Work	12 DEC 00	5 Pgs
Attachment 007	ECP LIST		3 Pgs
Attachment 008	Environmental Stress Screening		3 Pgs
Appendix I	Government-Designed Acceptance Inspection Equipment		1 Pg

(End of Clause)

(JS7001)