

|   |                            |  |   |  |
|---|----------------------------|--|---|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |                            | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> | <b>Rating</b><br>DOA5                             | <b>Page</b> 1 of 56                                |
| <b>2. Contract No.</b><br>DAAE20-01-G-0003  | <b>3. Solicitation No.</b> | <b>4. Type of Solicitation</b>                                   | <b>5. Date Issued</b><br>2001DEC20                | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-LC-CAC-A<br>ROCK ISLAND IL 61299-7630 |                            | <b>Code</b><br>W52H09  | <b>8. Address Offer To (If Other Than Item 7)</b> |  |

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

|                                  |  |  |
|----------------------------------|--|--|
| <b>10. For Information Call:</b> | <b>Name</b> PAM CANTERBURY<br><b>E-mail address:</b> CANTERBURY@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-4275 |
|----------------------------------|--|--|

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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment** (See Section I, Clause No. 52.232-8)

|  |                         |             |                         |             |
|--|-------------------------|-------------|-------------------------|-------------|
| <b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b> | <b>Amendment Number</b> | <b>Date</b> | <b>Amendment Number</b> | <b>Date</b> |
|  |                         |             |                         |             |

|   |                   |                 |  |
|---|-------------------|-----------------|--|
| <b>15A. Contractor/Offeror/Quoter</b><br>RAYTHEON COMPANY<br>2000 EAST EL SEGUNDO BLVD<br>EL SEGUNDO CA 90245 | <b>Code</b> 4U884 | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |
|---|-------------------|-----------------|--|

|  |  |                      |                       |
|--|--|----------------------|-----------------------|
| <b>15B. Telephone Number (Include Area Code)</b> | <b>15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer</b><br><input type="checkbox"/> | <b>17. Signature</b> | <b>18. Offer Date</b> |
|--|--|----------------------|-----------------------|

**AWARD (To be completed by Government)**

|  |  |  |
|--|--|--|
| <b>19. Accepted As To Items Numbered</b><br>SEE SCHEDULE   | <b>20. Amount</b><br>\$0.00  | <b>21. Accounting And Appropriation</b><br>SEE SECTION G   |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c) | <b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>               | <b>Item</b> 25   |
| <b>24. Administered By (If other than Item 7)</b><br>DCMA RAYTHEON LA<br>2000 E IMPERIAL HIGHWAY<br>EL SEGUNDO CA 90245-4320   | <b>Code</b> S0539A   | <b>25. Payment Will Be Made By</b><br>DFAS COLUMBUS CENTER<br>WEST ENTITLEMENT OPERATIONS<br>PO BOX 182381<br>COLUMBUS OH 43218-2381 |
| <b>SCD PAS NONE ADP PT</b> HQ0339  | <b>Code</b> HQ0339   |  |
| <b>26. Name of Contracting Officer (Type or Print)</b><br>DAVE ELLIOTT<br>(309)782-3814<br>ELLIOTT@RIA.ARMY.MIL  | <b>27. United States Of America</b><br><br>_____<br>/SIGNED/<br>(Signature of Contracting Officer) | <b>28. Award Date</b>  |

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <https://aais.ria.army.mil>

| Regulatory Cite                | Title  | Date     |
|--------------------------------|--|----------|
| A-1<br>52.204-4500<br>TACOM-RI | NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) | FEB/1999 |

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

|                                |                          |          |
|--------------------------------|--------------------------|----------|
| A-2<br>52.239-4501<br>TACOM-RI | TACOM-RI SECURITY CLAUSE | JAN/1999 |
|--------------------------------|--------------------------|----------|

Every contracted function within the Department of Defense that requires access to Army Information Systems (AIS) will be identified by the Contracting Officer as either Automated Data Processing (ADP) I, II, or III. Foreign nationals and immigrant aliens will not be employed in ADP positions. Contractor personnel identified as ADP I, II, or III will require a favorably completed security investigation IAW AR 380-19, paragraph 2-16, available at [www.usapa.army.mil](http://www.usapa.army.mil). Electronic forms and instructions are available at [www.dss.mil](http://www.dss.mil). Manual forms and instructions are available from the Defense Security Service as depicted in the National Industrial Security Program Operating Manual, DoD 5220.22M. All "RETURN RESULTS TO" blocks on the investigative forms will depict "Commander, Rock Island Arsenal, ATTN: SMARI-SM, Rock Island, IL 61299-5000. Only after the investigation has been favorably completed will the contractor be given access to the system.

(End of clause)

(AS7011)

|                                |  |          |
|--------------------------------|--|----------|
| A-3<br>52.248-4501<br>TACOM-RI | PRODUCTION LEAD TIME (PLT) REDUCTION - VALUE ENGINEERING - ALTERNATE I | FEB/1999 |
|--------------------------------|--|----------|

(a) One of the current Government initiatives is the reduction of production lead time (PLT). Every day of PLT is an expense to the Government

(b) This clause does not constitute a requirement to submit a value engineering change, however, voluntary participation is encouraged.

(c) Utilization of the Value Engineering Clause (FAR 52.248-1) allows the Government to reward contractors for ideas which reduce acquisition cost, and those ideas which reduce agency costs such as operation, maintenance and logistic support through reduced PLT. These reductions in PLT must be sustained through changes in item configuration, material type, etc. and meet the criteria of the Value Engineering Clause. The reduction in PLT must be sustainable and repeatable on all future contracts for the same component part/NSN.

(d) Savings/payment for the reduction of PLT will be based on (1) the actual dollar savings, less any Government costs not previously offset, as calculated by the NSN Supply Performance Analyzer (NSNSPA) Model and (2) the percent of collateral savings authorized (which is dependent on the number of days of PLT reduced) as shown in the table below. In no event will the Contractor's share of the collateral savings exceed the dollar value of the average annual use of the item. Additionally, collateral savings calculated are subject to the limitations of FAR 52.248-1(j).

| <u>Days of PLT Reduced</u> | <u>% of Collateral Savings</u> |
|----------------------------|--------------------------------|
| 30-45                      | 40%                            |
| 46-90                      | 50%                            |
| 91-135                     | 60%                            |
| 136-180                    | 70%                            |

(e) Because the contract resulting from this solicitation will cover numerous NSN's, the contractor is requested, not obligated, to

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inform the contracting officer of any item under this contract which may be a candidate for PLT reduction. For any item(s) identified by the contractor, the Government will calculate the potential savings for that NSN using the NSN Supply performance Analyzer (NSNSPA) Model as discussed above. The contracting officer will then inform the contractor of the estimated savings based on the number of days reduced and the corresponding savings percentage.

(f) Any reductions in PLT which are attained through this program will become the new standard for PLT for that item. All future solicitations for that item will carry the revised production lead time.

(g) Production lead time reduction ideas should be submitted utilizing the standard Engineering Change Proposal from DD 1692.

(End of clause)

(AS7001)

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SECTION M: Evaluation and Award Factors

RAYTHEON SYSTEMS COMPANY, (the contractor), a corporation organized and existing under the laws of the state of Delaware shall, as an independent contractor and not as an agent of the United States of America (the government), under delivery orders issued pursuant to this basic ordering agreement, furnish the following products or services:

1. Thermal Receiver Unit - M1A1/M1A2 Abrams Tank
2. Thermal Electronic Unit - M1A1/M1A2 Abrams Tank
3. Laser Rangefinder - M1A1/M1A2 Abrams Tank
4. Dual Axis Head Assy
5. Tools and Test Equipment
6. Thermal Image Control Unite - M1A1, M1A2
7. Common Power Control Unit - M1A1, M1A2
8. Supplies and/or services in support of the above:

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- a. Furnish, repair, rework, update and/or refurbish components, subassemblies and/or end items.
- b. Conduct product engineering studies/investigations for the items described in paragraph a., as required.
- c. Prepare and/or revise:
  - (1) Level III product drawings
  - (2) Engineering parts lists
  - (3) Packaging and packaging data
  - (4) Military specifications and/or purchase description
  - (5) Provisioning data
  - (6) Technical and/or rebuild manuals (DMWR's)
- d. Furnish field service representative services (non-personal), within the continental United States (conus) and costs outside the continental United States (oconus).
- e. Furnish engineering observer services (oconus).
- f. Furnish training of Army personnel to the latest configuration of the above described equipment resulting from design change and/or notification. Training requirements may be within the United States (conus).
- g. Research and Development for the items described in the above paragraphs as required.

9. Tasks authorized under this Basic Ordering Agreement shall be performed at the time and manner stipulated in individual delivery orders.

10. It is understood and agreed that no specific quantity of items covered by this agreement will be ordered during the period of this agreement, and that no liability whatsoever to the contractor shall be incurred by the Government in the event that no order is issued.

\*\*\* END OF NARRATIVE A 001 \*\*\*

BASIC ORDERING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND RAYTHEON COMPANY

This agreement is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_, by the United States of America (the government) represented by \_\_\_\_\_, the Contracting Officer, and Raytheon Company, a corporation organized and existing under the laws of the state of Massachusetts (the contractor).

The clauses in this agreement, shall be incorporated, by reference or attachment in delivery order issued under this agreement to effect fixed price and cost reimbursement type contracts for supplies and services such as time and material, labor hours and letter contracts.

By giving 30 days written notice, either party to this agreement has the right to cancel it without affecting the rights and liabilities under any delivery order existing at the time of cancellation. The contractor shall perform, under the terms of this agreement, all work covered by any delivery order awarded before the effective date of this cancellation.

This agreement shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the FAR. Basic agreements may need to be revised before the annual review due to mandatory statutory requirements. A basic agreement may be changed only by modifying the agreement itself and not by a contract incorporating the agreement.

This agreement may be modified only by mutual agreement of the parties. A modification of this agreement shall not affect any delivery order in existence at the time of modification, unless both parties agree.

The rights and obligations of the parties to this agreement are set forth in this agreement and the clauses of any delivery order issued under this agreement. In the event there is an inconsistency between this agreement and any delivery order, the provisions of this agreement shall govern.

This agreement shall remain in effect for a period of three (3) years from the effective date thereof, provided however, that any delivery order issued during this period and prior to the expiration date of this agreement shall continue in effect until performance thereunder is complete.

In the event the parties elect to extend the effective period of this agreement, a BOA modification will be executed prior to the expiration of the then current effective period.

UNITED STATES OF AMERICA



|                           |   |                            |
|---------------------------|---|----------------------------|
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the Contracting Officer. The Contracting Officer may determine a reasonable price or fee in accordance with FAR 31.201-3 subject to appeal by the contractor as provided in the "Disputes" clause of this Basic Ordering Agreement. In any event, the contractor shall proceed with completion of the Delivery Order. Subject only to the "Limitation of Government Liability" clause. After the date of the Contracting Officer's determination of price or fee, the delivery order shall be governed by:

1. All clauses required by the FAR on the date of execution of the Delivery Order for either a Fixed Price type or a Cost Reimbursement type Delivery Order as determined by the Contracting Officer under this paragraph D.
2. All clauses required by law as of the date of the Contracting Officer's Determination and
3. Those clauses, terms and conditions set forth in this Basic Ordering Agreement and such other clauses as may be mutually agreed upon.

\*\*\* END OF NARRATIVE A 003 \*\*\*

OBLIGATIONS OF CONTRACTOR UNDER UNPRICED ORDERS:

On acceptance of an unpriced order, the contractor shall proceed to comply therewith to the extent he has the capability and facilities to do so. However, the contractor shall (1) promptly notify the pco, through the ACO, of any reason why he cannot furnish the supplies and/or services in accordance with the desired delivery schedule, (2) identify any obsolete item ordered and withhold production of same, (3) recommend superseding or interchangeable parts (4) report any errors in stock number or other discrepancies in the order. Upon receipt of the foregoing information, the parties shall negotiate to amend the order as deemed necessary by the PCO.

\*\*\* END OF NARRATIVE A 004 \*\*\*

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

For Local Clauses See: <https://aais.ria.army.mil>

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |               |                    |
|-----|---------------|--------------------|
| B-1 | 16.703(a) FAR | SCOPE OF AGREEMENT |
|-----|---------------|--------------------|

This document is a Basic Ordering Agreement (BOA) as defined in FAR 16.703 and all Delivery Orders issued under the terms hereof shall constitute individual contracts that incorporate the provisions herein.

-1- (the Contractor), a Corporation organized and existing under the laws of the State of -2- shall, as an independent Contractor and not as an agent of the United States of America (the Government), under delivery orders issued pursuant to this Basic Ordering Agreement, furnish: -3-

TO BE DETERMINED WITH EACH ORDER

(BF6001)

|     |              |   |          |
|-----|--------------|---|----------|
| B-2 | 252.225-7008 | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998 |
|     | DFARS        |   |          |

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

TO BE DETERMINED WITH EACH ORDER

(BA6701)

Basic Ordering Agreement (BOA): A written instrument of understanding between the contractor and the government, which sets forth the negotiated provisions which will apply to all orders issued under the BOA.

\*\*\* END OF NARRATIVE B 001 \*\*\*

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u>  | <u>Title</u>           | <u>Date</u> |
|-----|-------------------------|------------------------|-------------|
| C-1 | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988    |

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL -1- with revisions in effect as of -2- (except as follows):

-3-

TO BE DETERMINED WITH EACH ORDER

(CS6100)

|     |                      |  |          |
|-----|----------------------|--|----------|
| C-2 | 52.210-4513<br>ACALA | STATEMENT OF WORK - STABLE BASE MYLARS | FEB/1994 |
|-----|----------------------|--|----------|

Stable Base Mylars Master(s) are required as follows:

| CLIN(s) | DRAWING NO(s) | PRON NO(s) | NSN(s) |
|---------|---------------|------------|--------|
| -1-     | -2-           | -3-        | -4-    |

Stable Base drawings should be requested from the Contracting Officer not later than thirty days after award of contract.

(End of Clause)

TO BE DETERMINED WITH EACH DELIVERY ORDER

(CS6500)

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

Contract Data Requirements (CDRL) and Requirements and Data Item Descriptions (DIDS) will be included as required in each specific order.

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

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## SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |                         |   |          |
|-----|-------------------------|---|----------|
| D-1 | 52.211-4500<br>TACOM-RI | PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS) | FEB/2000 |
|-----|-------------------------|---|----------|

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the requirements in the specification/standard defined below.

b. The following requirements shall apply:

Preservation: -1-  
Level of Packing: -2-  
Quantity Per Unit Package: -3-  
Quantity of Unit Packages Per Intermediate Container: -4-  
Specification/Standard: -5-

c. Marking: In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -6-, Date -7-, including bar coding in accordance with ANSI/AIM-BCI, Uniform Symbology Specification Code 39.

d. The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions in paragraph e below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer with copies to the Administrative Contracting Officer. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

e. SPECIAL INSTRUCTIONS: -6-

TO BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

(DS6410)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| D-2 | 52.211-4501<br>TACOM-RI | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | FEB/2000 |
|-----|-------------------------|---|----------|

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision -1-, Date -2- and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY  
Level of Packing: -3-  
Quantity Per Unit Package: -4-  
SPI Number: -5-

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -6-, Date -7-, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit

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requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer. 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: -8-

TO BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

(DS6411)

D-3            52.211-4502            PACKAGING REQUIREMENTS (COMMON/SELECTIVE GROUP)            FEB/2000  
TACOM-RI

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision -1-, Date -2-.

Preservation: MILITARY  
Level of Packing: -3-  
Quantity per Unit Package: -4-  
Quantity of Unit Packages per Intermediate Container: -5-

b. MIL-STD-2073-1, Revision -6-, Date -7-, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

- Preservation Method Code.....-8-      (Table J.I. and J.IA.)
- Cleaning Procedure Code.....-9-      (Table J.II)
- Preservative Material Code.....-10-      (Table J.III)
- Wrapping Material Code.....-11-      (Table J.IV)
- Cushioning and Dunnage Code.....-12-      (Table J.V)
- Thickness of Cushioning or Dunnage Code.....-13-      (Table J.VI)
- Unit Container Code.....-14-      (Table J.VII)
- Intermediate Container Code.....-15-      (Table J.VII)
- Packing Code.....-16-      (Table J.IX and J.IXA)
- Special Marking Code.....-17-      (Table J.X)

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: In addition to any special markings called out above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -18-, Date -19-, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number: X5-2.

e. These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD/RFW clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractor's expense.

f. SUPPLEMENTAL INSTRUCTIONS: -20-

TO BE DETERMINED WITH EACH DELIVERY ORDER

(End of clause)

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(DS6412)

D-4            52.211-4503            PACKAGING REQUIREMENTS (COMMERCIAL)            FEB/2000  
TACOM-RI

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: -1-

Quantity of Unit Packages Per Intermediate Container: -2-

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must

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be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -3-, Date -4-, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: TO BE DETERMINED WITH EACH ORDER

(End of clause)

(DS6413)

PACKAGING AND MARKING

Section D - Packaging, Packing, Marking and Inspection.

a. Levels of Protection: Levels of protection shall be specified in each order.

b. Packaging, Packing, Marking and Inspection: Packaging, Packing, Marking and Inspection for the specified levels of protection shall be furnished at time of issuance of each order.

\*\*\* END OF NARRATIVE D 001 \*\*\*

PACKAGING AND MARKING

SECTION D - Packaging, Packing, Marking and Inspection. a. Levels of Protections shall be specified in each order. b. Packaging, packing, marking and inspection for the specified levels of protection shall be furnished at time of issuance of each order.

\*\*\* END OF NARRATIVE D 002 \*\*\*

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## SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-3               | INSPECTION OF SUPPLIES - COST-REIMBURSEMENT                 | MAY/2001    |
| E-2 | 52.246-4               | INSPECTION OF SERVICES - FIXED PRICE                        | AUG/1996    |
| E-3 | 52.246-5               | INSPECTION OF SERVICES - COST-REIMBURSEMENT                 | APR/1984    |
| E-4 | 52.246-6               | INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR               | MAY/2001    |
| E-5 | 52.246-6               | INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR - ALTERNATE I | MAR/2001    |
| E-6 | 52.246-15              | CERTIFICATE OF CONFORMANCE                                  | APR/1984    |
| E-7 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT                   | FEB/1999    |

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

| Title   | Number | Date | Tailoring |
|---------|--------|------|-----------|
| ( ) -1- | -2-    | -3-  | -4-       |
| ( ) -1- | -2-    | -3-  | -4-       |
| ( ) -1- | -2-    | -3-  | -4-       |

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(EF6002)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| E-8 | 52.209-4511<br>TACOM-RI | FIRST ARTICLE TEST (GOVERNMENT TESTING) | MAR/2001 |
|-----|-------------------------|---|----------|

a. The first article shall consist of: -1- which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPs) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: -2- . The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: -3- The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). One copy of the contractor's inspection report with evidence of the QAR's verification shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify

|                           |  |                      |
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the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6017)

E-9            52.209-4512            FIRST ARTICLE TEST (CONTRACTOR TESTING)            MAR/2001  
TACOM-RI

a. The first article shall consist of:

-1-

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to -2-.

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f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

TO BE DETERMINED

(End of Clause)

(ES6016)

E-10            52.209-4513            FIRST ARTICLE CONFIRMATORY TEST            MAY/1994  
TACOM-RI

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

| QUANTITY | ITEM NOMENCLATURE | DRAWING |
|----------|-------------------|---------|
| -1-      | -2-               | -3-     |

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading:        -4-

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: -5-

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6030)

E-11            52.245-4539            GOVERNMENT FURNISHED INSPECTION EQUIPMENT            MAR/2001  
TACOM-RI

a. The Government designed Inspection Equipment listed as available in -1- or other provision of this contract, will be furnished to the Contractor pursuant to the Government Property Clause in Section I of this contract. The equipment will be shipped transportation charges collect from the following location: -2-

b. The Contractor shall hereto indicate the facility and address to which the Government Furnished Property (GFP) should be

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shipped:

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c. The contractor should preserve shipping containers when unpacking and retain such containers until the GFP is to be returned. Replacement of such shipping containers shall be at the contractor's expense.

d. After all equipment is in place and ready for operation and upon written request by the contractor, Government personnel will provide training at the contractor's plant on the use, calibration, and maintenance of Government furnished inspection equipment for contractor and Government personnel.

e. Within 30 calendar days after completion of delivery of all items on this contract, the contractor shall notify the Contracting Officer through the Administrative Contracting Officer that the Government owned inspection equipment and standards referenced in paragraph (a) above is in good condition and is available for disposition. The contractor is responsible for restoration of the items to useable condition, including calibration. Upon verification by a Government representative that the inspection equipment and standards are in useable condition and calibrated, the contractor shall prepare them for delivery in accordance with the best commercial practices. The cost of the preservation, packing, and shipping of the Inspection Equipment shall be borne by the Contractor. The contractor shall ship the inspection equipment and standards, with a DD FORM 1149, to -3-.

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6015)

E-12      52.245-4577      GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT      MAR/1988  
TACOM-RI

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

|                      | National     |          | Cost | Unit of |     |
|----------------------|--------------|----------|------|---------|-----|
| a. Item Nomenclature | Stock Number | Quantity |      | Each    | Iss |

ue

|     |     |     |     |     |
|-----|-----|-----|-----|-----|
| -1- | -2- | -3- | -4- | -5- |
|-----|-----|-----|-----|-----|

b. Estimated Weight: -6- pounds.

c. Cube: -7- cu. ft.

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-CM-8-, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

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f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(ES6551)

E-13            52.246-4053            USE OF MIL-STD 1916            MAR/2001  
TACOM-RI

a. The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL -1- for major characteristics and VL -2- for minor characteristics.

b. MIL-STD HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6019)

E-14            52.246-4529            PERFORMANCE VERIFICATION TESTING (GOVERNMENT FACILITY)            DEC/1997  
TACOM-RI

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of -1- from -2- shall be selected by the Government Quality Assurance Representative (QAR) for -3-.

(b) The test sample(s), to include all basic issue items (and, if applicable, any repair parts listed in Appendix II of this contract), shall be packaged and packed in accordance with contract requirements. The test sample(s) shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and the contract Administration Office. The test sample(s) shall be shipped Free on Board (FOB) Destination to the location designated below unless transportation protective service or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample(s) shall be shipped FOB origin on a Government Bill of Lading (GBL). A copy of the contractor's inspection/test results shall be provided with the test sample(s). The test sample(s) and accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked FOR INITIAL PRODUCTION TESTING or FOR COMPARISON TESTING as applicable. Two copies of the DD Form 250 shall be forwarded to the Contracting Officer and one copy of the DD Form 250 shall be forwarded to -4-.

Shipping Destination -5-

(c) The test sample shall be examined and/or tested by the Government in accordance with -6-.

(d) Within -7- days after receipt of the test sample at the Government facility, the Contracting Officer shall provide written notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken (and any subsequent lots) shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

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(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirements, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of such deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(ES6040)

E-15            52.246-4530            PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY)            DEC/1997  
                  TACOM-RI

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of -1-.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to -2-.

(e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination -3-

(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with -4-.

|                           |  |                      |
|---------------------------|--|----------------------|
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(g) Within -5- days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.

(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

(j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(ES6042)

E-16            52.246-4533            SURFACE QUALITY STANDARDS            MAR/2001  
TACOM-RI

a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830B, are required to perform acceptance inspection under this contract and are available as listed in -1- of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to -2- . Shipping costs shall be borne by the shipper.

b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.

d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month

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intervals. Notification and shipping instructions shall be provided to the Contractor by -3-. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.

e. Within 30 calendar days after completion of delivery of all items on this contract requiring scratch and digs, the Contractor shall assure that the Government owned standards referenced in paragraph a above are in the same condition as when received. Upon verification by a Government representative that the standards are undamaged, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to -4-.

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(ES6018)

E-17            52.246-4534            PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY)            DEC/1997  
TACOM-RI

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of -1- from -2- shall be selected by the Government Quality Assurance Representative (QAR) for -3-.

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to -4- and to the QAR.

(c) The test sample shall be examined and/or tested in accordance with -5-.

(d) Within -6- days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the Contracting Officer and the contractor.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

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(ES6041)

E-18            52.246.4025            DELETED 7 AUG 01 AND REPLACED BY EF6002            OCT/2000  
TACOM-RI

ES7023 WAS DELETED 7 AUG 01 AND REPLACED BY EF6002

E-19            52.246-4025            DELETED 7 AUG 01 AND REPLACED BY EF6002            OCT/2000  
TACOM-RI

ES7024 WAS DELETED 7 AUG 01 AND REPLACED BY EF6002

E-20            52.246-4025            DELETED 7 AUG 01 AND REPLACED BY EF6002            OCT/2000  
TACOM-RI

ES7025 WAS DELETED 7 AUG 01 AND REPLACED BY EF6002

E-21            52.246-4503            ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL            JAN/1999  
TACOM-RI            PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above

|                           |  |                      |
|---------------------------|--|----------------------|
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will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

E-22            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-23            52.246-4531            ACCEPTANCE INSPECTION EQUIPMENT (AIE)            MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include

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information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

|      |             |                     |          |
|------|-------------|---------------------|----------|
| E-24 | 52.246-4532 | DESTRUCTIVE TESTING | MAY/1994 |
|      | TACOM-RI    |                     |          |

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

|      |             |  |          |
|------|-------------|--|----------|
| E-25 | 52.246-4540 | CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 | APR/2001 |
|      | TACOM-RI    |  |          |

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1)  NOT CERTIFIED

(2)  CERTIFIED

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(i) DATE OF CERTIFICATION

(ii) CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

E-1 The plant or plants of the contractor or subcontractors designated as the point or respective points for final inspection and acceptance will be designated in each delivery order.

a. Data Inspection-data shall be inspected and accepted at destination for conformance to the requirements of the contract.

b. Government procurement quality actions (PQA) - Government PQA actions will be accomplished by the Government's authorized Quality Assurance Representative (QAR) at the contractor's plant.

c. PQA inspection as to conformity of supplies with the applicable drawings and specifications, and inspection of supplies for conformity with the applicable preservation, packing, packaging and marking requirements shall be made at locations as designated on the individual delivery order.

d. Acceptance of supplies by the Government shall be made at the location designated on the individual delivery order.

E-2 INSPECTION CRITERIA - The contractor shall perform, as a minimum, examinations and tests in accordance with the applicable specifications, QAR and QAP's. These minimums shall not relieve the contractor of responsibility under the terms and conditions of the contract to furnish the Government only with items fully in conformance with the requirements of the product drawings and specifications.

E-3 APPLICABLE DOCUMENTS - ISO 9000 series as defined on each delivery order shall be used by the prime contractor, and as technically required shall be applied to subcontractors.

E-4 DRAWING/SPECIFICATION - The contractor shall make available to the government inspector, upon request at the time of product inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated to the revision required on the applicable delivery order. Upon completion of inspection and acceptance by the Government inspector, all drawings and specifications will be returned to the contractor.

E-5 INSPECTION RECORDS - Inspection records of the examinations and tests performed by the Government shall be kept complete and available to the Government for a period of four years following completion of the contract.

E-6 INTERCHANGEABILITY OF COMPONENTS - The contractor shall notify the Government of conforming hardware that exhibits interchangeability problems. Notification shall be supported by adequate technical analysis and part conformance verification.

E-7 EXAMINATIONS AND TESTS-All examinations or tests required to be performed by the contractor shall be subject to verification by the Government. Prior to the commencement of any special examination or test, e.g., First Article or Control Test, the contractor shall give 15 days notice to the Government of the date, time and place where a special test or examination will be conducted.

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E-8 GOVERNMENT FURNISHED PROPERTY (GFP) - If GFP is provided under this contract, the contractor shall report any deficiencies discovered in the GFP to the Government. Such deficiencies shall be reported utilizing the standard format or the Quality Deficiency Report (SF368), at his discretion.

E-9 CONTROL TESTS - Control tests shall be performed on one unit from each complete and assembled lot of units consecutively produced under this contract as defined by the applicable specification. Subassembly control test requirements will be satisfied upon approval of the up assembly control test if by the contractor. If by a subcontractor, which also has a control test requirement, then the test will be considered to be met if each assembly is tested to the requirements of the subassembly, component or part in the performance of higher assembly testing. However, any environment that is required and not tested, will be separately tested.

E-10 FIRST ARTICLE TEST (FAT) - This contract has been structured to allow the Government to contract for a FAT program. A FAT requirement must be specified within each delivery order as a separate line item (CLIN). FAT reports will be documented as required within this paragraph. Where a FAT requirement is not contained in a delivery order, the contractor's obligation is limited to those circumstances described in paragraph E-9h. This paragraph also allows the Government to contract for FAT on a time interval basis.

a. First Article approval is defined as approval of a test report that addresses all of the requirements of the technical data package (TDP) for the item tested.

b. The Government and/or contractor shall issue First Article Approval as required.

c. In order to protect the delivery schedule the contractor may, at its risk, release items prior to receipt of FAT approval, except when specifically prohibited by the Government from doing so. The contractor shall maintain records which allow all unapproved items to be identified.

d. Selection of test items shall be accomplished by the contractor unless specifically prohibited by the Government. FAT samples must be manufactured at the facility in which the item is to be produced under each delivery order and be representative of the production process. Samples quantity shall be as required by the applicable specification.

e. The use of FAT's from production of other spares contracts to satisfy this requirement under this contract may be considered by the contractor. Configuration differences must be minor. The Government shall approve such use on deliverable items.

f. Representative testing-If the contractor or subcontractor produces an assembly that has a FAT requirement and that assembly has subassemblies, components or parts which also have a FAT requirement, then the FAT requirement for the subassemblies, components and parts shall be considered to have been met if the higher level assembly successfully passes FAT and meets the other provisions of this package.

1. If the contractor or subcontractor produce more than one type of component subject to the same specification, e.g. wiring harness assemblies, tubes, etc. and the manufacturing processes are similar for all types, then this requirement may be satisfied by testing one representative type to the specification requirement. Any test failures on the representative part shall be considered failures against all parts in that class unless specific evidence to the contrary is presented.

2. Where Ef or Ef(1) apply, all documents pertinent to the FAT shall identify the part numbers tested and the part numbers represented.

g. The component item FAT requirement is satisfied if the contractor or subcontractor has received FAT approval for an identical part on a previous contract, and there has been manufacturing/assembly processes have not changed.

h. If at any time after the contractor has received/issued approval for an item that requires FAT under this contract, the contractor or subcontractor changes the design and/or manufacturing/assembly process, the manufacturing or assembly location or the source of supply, the contractor and Government together shall determine the extent of retest required and shall perform, at no additional cost to the Government, the retest in accordance with the applicable specification/drawing.

i. In the event of a test incident, the contractor shall promptly notify the Government QAR and PCO (or his/her designee). Updates shall be provided as required. The Government reserves the right to cease acceptance based upon failed or incomplete product.

j. All warranted items will be handled on a case by case basis.

E-11 The Product Quality Deficiency Reporting System shall be used to document system integration failures. Requests for return of hardware for failure evaluation shall be in the contractor's format directly to the ARDEC action officer thru Raytheon Systems Company.

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| F-1  | 52.211-17              | DELIVERY OF EXCESS QUANTITIES                                  | SEP/1989    |
| F-2  | 52.242-15              | STOP-WORK ORDER  | AUG/1989    |
| F-3  | 52.247-29              | F.O.B. ORIGIN  | JUN/1988    |
| F-4  | 52.247-30              | F.O.B. ORIGIN, CONTRACTOR'S FACILITY                           | APR/1984    |
| F-5  | 52.247-31              | F.O.B. ORIGIN, FREIGHT ALLOWED                                 | JUN/1988    |
| F-6  | 52.247-32              | F.O.B. ORIGIN, FREIGHT PREPAID                                 | JUN/1988    |
| F-7  | 52.247-34              | F.O.B. DESTINATION   | JAN/1991    |
| F-8  | 52.247-35              | F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES                | APR/1984    |
| F-9  | 52.247-37              | F.O.B. VESSEL, PORT OF SHIPMENT                                | APR/1984    |
| F-10 | 52.247-43              | F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION | APR/1984    |
| F-11 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT                      | FEB/1999    |
| F-12 | 52.211-8               | TIME OF DELIVERY - ALTERNATE II                                | APR/1984    |

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

| <u>ITEM NO.</u> | <u>SHIP TO</u> | <u>QUANTITY</u> | <u>WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD</u> |
|-----------------|----------------|-----------------|---|
| -1-             | -2-            | -3-             | -4-   |

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

| <u>ITEM NO</u> | <u>QUANTITY</u> | <u>WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD</u> |
|----------------|-----------------|---|
| _____          | _____           | _____   |
| _____          | _____           | _____   |
| _____          | _____           | _____   |

(b) The delivery dates or specific periods above are based on the assumption that the successful offer will receive notice of award by -5-. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(FF6016)

|      |          |                  |          |
|------|----------|------------------|----------|
| F-13 | 52.211-8 | TIME OF DELIVERY | JUN/1997 |
|------|----------|------------------|----------|

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(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

| <u>ITEM NO.</u> | <u>SHIP TO</u> | <u>QUANTITY</u> | <u>WITHIN DAYS<br/>AFTER DATE OF<br/>CONTRACT</u> |
|-----------------|----------------|-----------------|---|
| -1-             | -2-            | -3-             | -4-   |

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

| <u>ITEM NO.</u> | <u>QUANTITY</u> | <u>WITHIN DAYS<br/>AFTER DATE OF<br/>CONTRACT</u> |
|-----------------|-----------------|---|
| _____           | _____           | _____   |
| _____           | _____           | _____   |
| _____           | _____           | _____   |

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(FF6025)

F-14

52.247-62

SPECIFIC QUANTITIES UNKNOWN

APR/1984

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated quantity

-1-

Destination

-2-

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(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(FF6010)

F-15 47.305-15(B) LOADING, BLOCKING AND BRACING OF SHIPMENTS (HAZARDOUS)  
FAR

JUL/1995

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosive Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlet, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives Pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army DARCOM, Navy or Air Force approved drawing # -1- is specifically applicable to rail loading, blocking and bracing of this item and may be secured from the Contracting Officer or the Defense Contract Management Command (DCMC).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. U.S. Army DARCOM, Navy or Air Force approved drawing # -2- is specifically applicable to motor loading, blocking and bracing of this item and may be secured from the Contracting Officer or DCMC.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. U.S. Army DARCOM, Navy or Air Force approved Drawing # -3- is specifically applicable to blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMC.

(d) Container shipments will be loaded, blocked and braced in accordance with USADACS drawing # -4- which is specifically applicable to blocking of container shipments and may be secured from the contracting officer or DCMAO.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the Contractor for shipments to be made under this contract.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(FF6022)

F-16 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**MOD/AMD**

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

(FF7020)

**CONTINUATION SHEET**

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**MOD/AMD**

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

SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u>  | <u>Title</u>                                | <u>Date</u> |
|-----|-------------------------|---|-------------|
| G-1 | 52.232-4501<br>TACOM-RI | CONTRACT PAYMENT INSTRUCTIONS - ALTERNATE I | AUG/1997    |

The paying office shall ensure that all invoices/vouchers received are paid in the following order until each ACRN is fully disbursed:

-1-

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(GS6001)

|     |                         |                               |          |
|-----|-------------------------|-------------------------------|----------|
| G-2 | 52.232-4500<br>TACOM-RI | CONTRACT PAYMENT INSTRUCTIONS | AUG/1997 |
|-----|-------------------------|-------------------------------|----------|

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

| <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------------------------|--|-------------|
| H-1      52.223-3      | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN/1997    |

(a) 'Hazardous material,' as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

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Identification No.

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

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MOD/AMD

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

U.S. Army Tank-automotive and Armaments Command, Rock Island  
 ATTN: AMSTA-LC-RS  
 Rock Island, IL 61299-7630

Commander  
 U.S. Army Operations Support Command (OSC)  
 ATTN: AMSOS-RST  
 Rock Island, IL 61299-6000

U.S. Army Tank-automotive and Armaments Command, Rock Island  
 ATTN: -1-  
 Rock Island, IL 61299-7630

ARDEC, Rock Island  
 ATTN: AMSTA-AR-WET-RP  
 Rock Island, IL 61299-7300

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(HP6013)

|     |             |                             |          |
|-----|-------------|-----------------------------|----------|
| H-2 | 52.232-4506 | PROGRESS PAYMENT LIMITATION | MAR/1988 |
|     | TACOM-RI    |                             |          |

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed -1- percent (-2- %) of the initial award value of the contract.

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(HS6002)

|     |             |  |          |
|-----|-------------|--|----------|
| H-3 | 52.242-4500 | INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS | MAR/1988 |
|     | TACOM-RI    | REPORTS  |          |

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item identified by noun description not by line item number). The remarks section will provide process oriented information where relevant to the delay.

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

| <u>ACTIVITY</u>             | <u>ADDRESS</u>      | <u>NO. OF COPIES</u> |
|-----------------------------|---------------------|----------------------|
| Purchasing Office (PCO)     | See Award document. | 1                    |
| Administration Office (ACO) | See Award Document. | 1                    |

c. Send additional copies to: -1-.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

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

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MOD/AMD

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

(HS6500)

H-4 52.245-4506 GOVERNMENT FURNISHED PROPERTY  
TACOM-RI

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 -1- of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number -1- of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number -1- 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.

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(HS6075)

H-5 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)  
TACOM-RI

NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are -1- and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are -2-, ATTN: -3- and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
- 4-

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(HS6510)

H-6 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY  
DFARS

NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

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MOD/AMD

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

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| Line<br>Items | National<br>Stock<br>Number | Commercial<br>Item<br>(Y or N) | Source of Supply |                |                | Actual<br>Mfg   |       |
|---------------|-----------------------------|--------------------------------|------------------|----------------|----------------|-----------------|-------|
|               | (1)                         | (2)                            | (3)              | Company<br>(4) | Address<br>(4) | Part No.<br>(5) | (6)   |
| _____         | _____                       | _____                          | _____            | _____          | _____          | _____           | _____ |

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none.'

(3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

## NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-7            252.223-7001        HAZARD WARNING LABELS  
DFARS

DEC/1991

(a) 'Hazardous material,' as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with



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MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

## SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| I-1  | 52.204-2               | SECURITY REQUIREMENTS   | AUG/1996    |
| I-2  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990    |
| I-3  | 52.215-14              | INTEGRITY OF UNIT PRICES  | OCT/1997    |
| I-4  | 52.215-14              | INTEGRITY OF UNIT PRICES - ALTERNATE I  | OCT/1997    |
| I-5  | 52.215-16              | FACILITIES CAPITOL COST OF MONEY  | OCT/1997    |
| I-6  | 52.215-17              | WAIVER OF FACILITIES CAPITOL COST OF MONEY  | OCT/1997    |
| I-7  | 52.215-19              | NOTIFICATION OF OWNERSHIP CHANGES   | OCT/1997    |
| I-8  | 52.215-21              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST<br>OR PRICING DATA - MODIFICATIONS | OCT/1997    |
| I-9  | 52.217-2               | CANCELLATION UNDER MULTIYEAR CONTRACTS  | JUL/1996    |
| I-10 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN  | OCT/2001    |
| I-11 | 52.223-6               | DRUG-FREE WORKPLACE   | MAY/2001    |
| I-12 | 52.225-8               | DUTY-FREE ENTRY   | FEB/2000    |
| I-13 | 52.225-14              | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT                                       | FEB/2000    |
| I-14 | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)   | JAN/1991    |
| I-15 | 52.230-2               | COST ACCOUNTING STANDARDS   | APR/1998    |
| I-16 | 52.230-6               | ADMINISTRATION OF COST ACCOUNTING STANDARDS   | NOV/1999    |
| I-17 | 52.232-16              | PROGRESS PAYMENTS   | MAR/2000    |
| I-18 | 52.232-18              | AVAILABILITY OF FUNDS   | APR/1984    |
| I-19 | 52.232-20              | LIMITATION OF COST  | APR/1984    |
| I-20 | 52.232-22              | LIMITATION OF FUNDS   | APR/1984    |
| I-21 | 52.232-37              | MULTIPLE PAYMENT ARRANGEMENTS   | MAY/1999    |
| I-22 | 52.233-1               | DISPUTES - ALTERNATE I  | DEC/1998    |
| I-23 | 52.242-2               | PRODUCTION PROGRESS REPORTS   | APR/1991    |
| I-24 | 52.243-1               | CHANGES - FIXED-PRICE - ALTERNATE I   | APR/1984    |
| I-25 | 52.243-1               | CHANGES - FIXED-PRICE - ALTERNATE II  | APR/1984    |
| I-26 | 52.243-2               | CHANGES - COST-REIMBURSEMENT - ALTERNATE I  | APR/1984    |
| I-27 | 52.244-5               | COMPETITION IN SUBCONTRACTING   | DEC/1996    |
| I-28 | 52.245-4               | GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)  | APR/1984    |
| I-29 | 52.245-19              | GOVERNMENT PROPERTY FURNISHED ["]AS IS["]   | APR/1984    |
| I-30 | 52.246-24              | LIMITATION OF LIABILITY - HIGH-VALUE ITEMS  | FEB/1997    |
| I-31 | 52.246-25              | LIMITATION OF LIABILITY - SERVICES  | FEB/1997    |
| I-32 | 52.249-4               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)                                    | APR/1984    |
| I-33 | 52.249-14              | EXCUSABLE DELAYS  | APR/1984    |
| I-34 | 252.201-7000<br>DFARS  | CONTRACTING OFFICER'S REPRESENTATIVE  | DEC/1991    |
| I-35 | 252.204-7000<br>DFARS  | DISCLOSURE OF INFORMATION   | DEC/1991    |
| I-36 | 252.204-7004<br>DFARS  | REQUIRED CENTRAL CONTRACTOR REGISTRATION  | NOV/2001    |
| I-37 | 252.204-7005<br>DFARS  | ORAL ATTESTATION OF SECURITY RESPONSIBILITIES   | NOV/2001    |
| I-38 | 252.215-7002<br>DFARS  | COST ESTIMATING SYSTEM REQUIREMENTS   | OCT/1998    |
| I-39 | 252.223-7004<br>DFARS  | DRUG-FREE WORK FORCE  | SEP/1988    |
| I-40 | 252.225-7001<br>DFARS  | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | MAR/1998    |
| I-41 | 252.225-7002<br>DFARS  | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | DEC/1991    |
| I-42 | 252.225-7010<br>DFARS  | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS  | AUG/2000    |
| I-43 | 252.225-7021<br>DFARS  | TRADE AGREEMENTS  | SEP/2001    |
| I-44 | 252.225-7037<br>DFARS  | DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS  | AUG/2000    |
| I-45 | 252.227-7030<br>DFARS  | TECHNICAL DATA--WITHHOLDING OF PAYMENT  | MAR/2000    |
| I-46 | 252.227-7036           | CERTIFICATION OF TECHNICAL DATA CONFORMITY  | JAN/1997    |

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|------|------------------------|--|-------------|
| I-47 | DFARS<br>252.232-7004  | DOD PROGRESS PAYMENT RATES   | OCT/2001    |
| I-48 | DFARS<br>252.245-7001  | REPORTS OF GOVERNMENT PROPERTY   | MAY/1994    |
| I-49 | DFARS<br>252.246-7001  | WARRANTY OF DATA   | DEC/1991    |
| I-50 | DFARS<br>252.249-7002  | NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION  | DEC/1996    |
| I-51 | 52.215-21              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST<br>OR PRICING DATA - MODIFICATIONS, ALTERNATE III | OCT/1997    |

(a) Exceptions from cost or pricing data.

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

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

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

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

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

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

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

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

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

(2) As soon as practical after agreement on price, but before award (except for unpriced actions), the Contractor shall

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

submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2

(c) Submit the cost portion of the proposal via the following electronic media: TO BE DETERMINED WITH EACH ORDER.

End of Clause

(IF6077)

I-52            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) -1- by a quantity of up to and including but not exceeding -2- 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) -1- 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 -3- 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<br>(F.O.B. Origin) | \$ _____ CLIN -4- |
|                                     | \$ _____ CLIN -5- |

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

\*TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(IF6080)

I-53            52.217-7            OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM            MAR/1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within -1-. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(IF6086)

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

I-54      52.217-8      OPTION TO EXTEND SERVICES      NOV/1999  
 The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within TO BE DETERMINED WITH EACH ORDER.

(End of Clause)

(IF6072)

I-55      52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT      MAR/2000  
 (a) The Government may extend the term of this contract by written notice to the Contractor within -1- ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least -2- days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed -3- (months)(years).

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(IF6071)

I-56      52.222-42      STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES      MAY/1989  
 In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| EMPLOYEE CLASS | MONETARY WAGE - FRINGE BENEFITS |
|----------------|---------------------------------|
| -1-            | -2-                             |

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(IF6016)

I-57      52.232-34      PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION      MAY/1999

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

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MOD/AMD

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(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by -1- . If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve system.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is



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MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

Telephone:

Person to Contact:

Electronic Address:

(End of Clause)

TO BE DETERMINED WITH EACH ORDER  
(IP6006)

I-59 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE

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 an an agent of another, ownership of existing 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.

"Supplies," as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data."

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for -1- days after acceptance --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within -2- days after discovery of the defect(s).

(2) Within a reasonable time after the notice, the Contracting Officer may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of

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

this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(d) Whenever a request for waiver, or deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation:

"The warranty period of the quantity stated hereon of lot (enter the item serial/lot number) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation:

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"The warranty period for the quantity stated hereon of lot (enter the item serial/lot number) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."

TO BE DETERMINED WITH EACH ORDER

(End of Clause)

(IF6070)

I-60 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE

MAY/2001

(a) Definitions. As used in this clause -

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end item furnished by the Contractor and related services required under the contract. The word does not include "data."

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that for -1-, the supplies delivered under this contract shall:

(i) Conform to material and workmanship requirements delineated in this contract or in any modification of this contract in effect at the time of acceptance;

(ii) Conform to all drawings and specifications and all design and manufacturing requirements as furnished or identified by the Government specifically in this contract or incorporated by reference in this contract; and

(iii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within -2- days after discovery of the defect(s).

(2) Within a reasonable time after the notice, the Contracting Officer may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-

(A) May, for sampling purposes, group any supplies delivered under this contract;

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(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(d) Whenever a request for waiver, or deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation:

"The warranty period of the quantity stated hereon of lot (enter the item serial/lot number) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation:

"The warranty period for the quantity stated hereon of lot (enter the item serial/lot number) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."

TO BE DETERMINED WITH EACH ORDER

(End of Clause)



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

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

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated

-8-\_\_\_\_\_ in no event to exceed -9-\_\_

TO BE DETERMINED WITH EACH ORDER

End of clause

(IA6715)

I-63            252.243-7000            IA6510 WAS DELETED 1 OCT 01 WITHOUT REPLACEMENT (ENGINEERING CHANGE            OCT/1998  
 DFARS            PROPOSAL - ALTERNATE I)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a 'not to exceed' price, or a 'not less than' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the 'not to exceed' or 'not less than' amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(d) If the price of a Contractor initiated engineering change is -1- or less, the change, if ordered shall be made at no adjustment in the contract price.

TO BE DETERMINED WITH EACH ORDER

(End of clause)

(IA6510)

I-64            52.209-3            FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE            JAN/1997  
 II

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_, Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all

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costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

I-65 52.242-12 REPORT OF SHIPMENT (RESHIP)

JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*\*-JUNE 5 JONES & CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

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\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

I-66 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION  
DFARS

AUG/1993

(a) Contract line items   \*   through   \*   are incrementally funded. For these item(s), the sum of \$  \*   of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will to the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract

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entitled ''Termination for Convenience of the Government.''

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

|                           |    |
|---------------------------|----|
| *On execution of contract | \$ |
| *(month) (day), 199x      | \$ |
| *(month) (day), 199y      | \$ |
| *(month) (day), 199z      | \$ |

\* TO BE INSERTED AFTER NEGOTIATION

(End of clause)

(IA7766)

I-1 MANDATORY FOR ALL FIRM FIXED PRICE, COST PLUS FIXED FEE

The following clauses are required for all firm fixed price supply, firm fixed price service, cost plus fixed fee supply, and cost plus fixed fee service contracts:

|   |              |       |
|---|--------------|-------|
| 1. Definitions  | 52.202-1     | Oct95 |
| 2. Gratuities   | 52.203-3     | Apr84 |
| 3. Covenant Against Contingent Fees   | 52.203-5     | Apr84 |
| 4. Anti-Kickback Procedures   | 52.203-7     | Jul95 |
| 5. Defense Priority and Allocation Requirements   | 52.211-15    | Sep90 |
| 6. Utilization of Small, Small Disadvantaged, Women-Owned<br>Small Business Concerns  | 52.219-8     | Jun97 |
| 7. Equal Opportunity  | 52.222-26    | Apr84 |
| 8. Affirmative Action for Special Disabled and Vietnam<br>Era Veterans  | 52.222-35    | Apr84 |
| 9. Affirmative Action for Handicapped Workers   | 52.222-36    | Apr84 |
| 10. Clean Air and Water   | 52.223-2     | Apr84 |
| 11. Interest  | 52.232-17    | Jun96 |
| 12. Assignment of Claims  | 52.232-23    | Apr84 |
| 13. Disputes  | 52.233-1     | Dec98 |
| 14. Report of Shipment  | 52.242-12    | Jul95 |
| 15. Value Engineering   | 52.248-1     | Feb00 |
| 16. Duty-Free Entry-Qualifying End Product/Supply   | 252.225-7009 | Jan97 |
| 17. Preference for Certain Domestic Commodities   | 252.225-7012 | Feb97 |
| 18. Supplemental Cost Principles  | 252.231-7000 | Dec91 |
| 19. Special Prohibition on Employment   | 252.203-7001 | Apr93 |
| 20. Acquisitions From Subcontractors Subject to on Sight<br>Inspection Under the Intermediate Range Nuclear Forces                | 252.209-7000 | Dec95 |
| 21. Display of DOD Hotline Poster   | 252.203-7002 | Dec95 |
| 22. Provision of Information to Cooperative Agreement Holders   | 252.205-7000 | Dec95 |
| 23. Limitation of Payments to Influence Certain Federal<br>Transactions   | 52.203-12    | Jun97 |
| 24. Protecting the Government's Interest when Subcontracting<br>with Contractors Debarred, Suspended or Proposed for<br>Debarment | 52.209-6     | Aug95 |
| 25. Liquidated Damages-Subcontracting Plan  | 52.219-16    | Oct95 |
| 26. Equal Opportunity Preaward Clearance of Subcontracts  | 52.222-28    | Apr84 |
| 27. Employment Reports on Special Disabled Veterans<br>and Veterans of the Vietnam Era  | 52.222-37    | Jan88 |
| 28. Buy American Act and Balance of Payments Program  | 252.225-7001 | Jan94 |
| 29. Qualifying Country Sources as Subcontractors  | 252.225-7002 | Dec91 |
| 30. Price or Fee Adjustment for Illegal or Improper Activity  | 52.203-10    | Jan97 |
| 31. Bankruptcy  | 52.242-13    | Jul95 |
| 32. Control of Government Personnel Work Product  | 252.204-7003 | Apr92 |
| 33. Reduction or Suspension of Contract Payments Upon<br>Finding Fraud  | 252.232-7006 | Aug92 |

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|   |              |       |
|---|--------------|-------|
| 34. Secondary Boycott of Israel   | 252.225-7031 | Jun92 |
| 35. Preference or US Flag Carriers  | 52.247-63    | Jan97 |
| 36. Computer Generated Forms  | 52.253-1     | Jan91 |
| 37. Restrictions in Certain Foreign Purchases   | 52.225-11    | May95 |
| 38. Prompt Payment  | 52.232-25    | Jun97 |
| 39. Printing/Copying Double-sided on Recycled Paper                                   | 52.204-4     | Jun96 |
| 40. Authorized Deviations in Clauses  | 52.252-6     | Apr84 |
| 41. Small, Small Disadvantaged and Women-Owned<br>Small Business Subcontracting Plan  | 52.219-9     | Aug96 |
| 42. Drug Free Workplace   | 52.223-6     | Jan97 |
| 43. Notice and Assistance Regarding Patent<br>and Copyright Infringement              | 52.227-2     | Aug96 |
| 44. Utilization of Indian Organizations and Indian<br>Owned Economic Enterprises      | 52.226-1     | Sep96 |
| 45. Cost Accounting Standards   | 52.230-2     | Aug92 |
| 46. Discounts for Prompt Payment  | 52.232-8     | May97 |
| 47. Foreign Source Restrictions   | 252.225-7025 | Sep96 |
| 48. Reporting of Contract Performance Outside the United States                       | 252.225-7026 | May95 |
| 49. Notification of Proposed Program Termination or Reduction                         | 252.249-7002 | May95 |
| 50. Administration of Cost Accounting Standards                                       | 52.230-6     | Apr96 |
| 51. Cancellation, Rescission and Recovery of Funds or Illegal<br>or Improper Activity | 52.203-8     | Jan97 |

## I-2 MANDATORY FOR ALL FIRM FIXED PRICE SUPPLY

The following clauses are required for all firm fixed price supply contracts:

|   |              |       |
|---|--------------|-------|
| 1. Federal, State and Local Taxes Noncompetitive Contract       | 52.229-4     | Jan91 |
| 2. Payments   | 52.232-1     | Apr84 |
| 3. Extras   | 52.232-11    | Apr84 |
| 4. Protest After Award  | 52.233-3     | Oct95 |
| 5. Changes-Fixed Price  | 52.243-1     | Aug87 |
| 6. Default (fixed price supply/service)                         | 52.249-8     | Apr84 |
| 7. Subcontracts (fixed price contracts)                         | 52.244-2     | Aug98 |
| 8. Pricing of Contract Modifications                            | 252.243-7001 | Dec91 |
| 9. Material Inspection and Receiving Report                     | 252.246-7000 | Dec91 |
| 10. New Material  | 52.211-5     | Oct97 |
| 11. Taxes-Contract Performed in US Possessions or Puerto Rico   | 52.229-5     | Apr84 |
| 12. Restrictions on Subcontractors Sales to Government          | 52.203-6     | Jul95 |
| 13. Competition in Subcontracting                               | 52.244-5     | Dec96 |
| 14. Subcontracts for Commercial Items and Commercial Components | 52.244-6     | Dec96 |

## I-3 MANDATORY FOR ALL FIRM FIXED PRICE SERVICE

The following clauses are required for firm fixed price service contracts:

|   |              |       |
|---|--------------|-------|
| 1. Federal, State and Local Taxes (noncompetitive contracts)    | 52.229-4     | Jan91 |
| 2. Payments   | 52.232-1     | Apr84 |
| 3. Extras   | 52.232-11    | Apr84 |
| 4. Protest After Award  | 52.233-3     | Oct95 |
| 5. Default (fixed price supply and service)                     | 52.249-8     | Apr84 |
| 6. Subcontracts (fixed price contracts)                         | 52.244-1     | Feb95 |
| 7. Pricing of Contract Modifications                            | 252.243-7001 | Dec91 |
| 8. Taxes-Contracts Performed in US Possessions                  | 52.229-5     | Apr84 |
| 9. Restrictions on Subcontractor Sales to the Government        | 52.203-6     | Jul95 |
| 10. Competition in Subcontracting                               | 52.244-5     | Jan96 |
| 11. Subcontracts for Commercial Items and Commercial Components | 52.244-6     | Oct95 |
| 12. Authorization and Consent                                   | 52.227-1     | Jul95 |

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## I-4 MANDATORY FOR ALL COST PLUS FIXED FEE SUPPLY

The following clauses are required for cost plus fixed fee supply contracts:

|   |              |       |
|---|--------------|-------|
| 1. Allowable Cost and Payment                                   | 52.216-7     | Apr98 |
| 2. Fixed Fee  | 52.216-8     | Feb97 |
| 3. Insurance-Liability to Third Persons                         | 52.228-7     | Mar96 |
| 4. Protest After Award (Alt 1)                                  | 52.233-3     | Aug89 |
| 5. Notice of Intent to Disallow Costs                           | 52.242-1     | Apr84 |
| 6. Changes-Cost Reimbursement                                   | 52.243-2     | Aug87 |
| 7. Subcontracts (cost reimbursement and letter contracts) Alt I | 52.244-2     | Oct97 |
| 8. Termination (cost reimbursement)                             | 52.249-6     | Oct98 |
| 9. Excusable Delays   | 52.249-14    | Apr84 |
| 10. New Material  | 52.211-5     | Oct97 |
| 11. Restrictions on Subcontractor Sales to the Govt             | 52.203-6     | Jul95 |
| 12. Competition in Subcontracting                               | 52.244-5     | Jan96 |
| 13. Subcontracts for Commercial Items and Commercial Components | 52.244-6     | Oct95 |
| 14. Material Inspection and Receiving Report                    | 252.246-7000 | Dec91 |
| 15. Authorization and Consent                                   | 52.227-1     | Jul95 |
| 16. Penalties for Unallowable Costs                             | 52.242-3     | Oct95 |
| 17. Certification Of Final Ind Costs                            | 52.242-4     | Jan97 |
| 18. Payments  | 52.232-1     | Apr84 |

## I-5 MANDATORY FOR ALL COST PLUS FIXED FEE SERVICE

The following clauses are required for cost plus fixed fee service contracts:

|   |           |       |
|---|-----------|-------|
| 1. Allowable Cost and Payment                                   | 52.216-7  | Apr98 |
| 2. Fixed Fee  | 52.216-8  | Feb97 |
| 3. Insurance-Liability to Third Persons                         | 52.228-7  | Mar96 |
| 4. Protest After Award-Alt I                                    | 52.233-3  | Sep90 |
| 5. Notice of Intent to Disallow Costs                           | 52.242-1  | Apr84 |
| 6. Certification of Final Ind. Costs                            | 52.242-4  | Jan97 |
| 7. Payments   | 52.232-1  | Apr84 |
| 8. Changes-Cost Reimbursement-Alt I                             | 52.243-2  | Apr84 |
| 9. Subcontracts (cost reimbursement and letter contracts) Alt I | 52.244-2  | Aug98 |
| 10. Termination (cost reimbursement)                            | 52.249-6  | Sep96 |
| 11. Excusable Delays  | 52.249-14 | Apr84 |
| 12. Competition in Subcontracting                               | 52.244-5  | Jan96 |
| 13. Subcontracts for Commercial Items and Commercial Components | 52.244-6  | Oct98 |
| 14. Authorization and Consent                                   | 52.227-1  | Jul95 |
| 15. Penalties for Unallowable Costs                             | 52.242-3  | Oct95 |

## I-6 OPTIONAL FOR ALL FIRM FIXED PRICE, AND COST PLUS FIXED FEE

The following clauses are required when applicable for all firm fixed price supply, firm fixed price service, cost plus fixed fee supply, cost plus fixed fee service and time and material contracts:

|  |           |       |
|--|-----------|-------|
| 1. Limitation of Government Liability    | 52.216-24 | Apr84 |
| 2. Duty Free Entry                       | 52.225-10 | Apr84 |
| 3. Limitation on Withholding of Payments | 52.232-9  | Apr84 |
| 4. Availability of Funds                 | 52.232-18 | Apr84 |
| 5. Production Progress Reports           | 52.242-2  | Apr84 |
| 6. Report of Shipment-Reship             | 52.242-12 | Jul95 |
| 7. Government Property-As Is             | 52.245-19 | Apr84 |

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|   |              |       |
|---|--------------|-------|
| 8. Government Supply Sources  | 52.251-1     | Apr84 |
| 9. Disclosure of Information  | 252.204-7000 | Dec91 |
| 10. Preference for Domestic Speciality Metals   | 252.225-7014 | Feb97 |
| 11. Preference for Domestic Speciality Metals - Alt I   | 252.225-7014 | Feb97 |
| 12. Duty-Free-Additional Provisions   | 252.225-7010 | Jan97 |
| 13. Exclusionary Policies and Practices of Foreign Governments  | 252.225-7028 | Dec91 |
| 14. Rights in Technical Data-Non-commercial items   | 252.227-7013 | Nov95 |
| 15. Deferred Delivery of Technical Data or Computer Software  | 252.227-7026 | Apr88 |
| 16. Deferred Ordering of Technical Data or Computer Software  | 252.227-7027 | Apr88 |
| 17. Technical-Withholding of Payment  | 252.227-7030 | Oct88 |
| 18. Ordering from Government Sources of Supply  | 252.251-7000 | May95 |
| 19. Privacy Act Notification  | 52.224-1     | Apr84 |
| 20. Notification of Changes   | 52.243-7     | Apr84 |
| 21. Value Engineering-Alt I   | 52.248-1     | Mar89 |
| 22. Value Engineering-Alt II  | 52.248-1     | Mar89 |
| 23. Drug Free Workforce   | 252.223-7004 | Sep88 |
| 24. Restrictions on Acquisition of Ball and Roller Bearings   | 252.225-7016 | Sep96 |
| 25. Warranty of Data  | 252.246-7001 | Dec91 |
| 26. Pricing Adjustments   | 252.215-7000 | Dec95 |
| 27. Cost Estimating System Requirements   | 252.215-7002 | Dec91 |
| 28. Notice to the Government of Labor Disputes  | 52.222-1     | Feb97 |
| 29. Incentive Subcontracting Program  | 52.219-10    | Oct95 |
| 30. Convict Labor   | 52.222-3     | Aug96 |
| 31. Ozone-Depleting Substance   | 52.223-11    | Jun96 |
| 32. Disclosure and Consistency of Cost Accounting Practices   | 52.230-3     | Apr96 |
| 33. Disputes-Alt I  | 52.233-1     | Mar94 |
| 34. Report of Shipment  | 52.242-12    | Jul95 |
| 35. Commercial Bill of Lading   | 52.247-1     | Apr84 |
| 36. Payment for Subline Items Not Separately Priced   | 252.204-7002 | Dec91 |
| 37. Exercise of Option to Fulfill Foreign<br>Military Sales Commitments   | 252.217-7000 | Dec91 |
| 38. Exercise of Option to Fulfill Foreign Military<br>Sales Commitments-Alt I   | 252.217-7000 | Dec91 |
| 39. Contract Definitization   | 252.217-7027 | Feb96 |
| 40. Small, Small Disadvantaged, and Women Owned<br>Small Business Subcontracting Plan (DOD Contract)  | 252.219-7003 | Nov95 |
| 41. Incentive for Subcontracting with Small Business<br>Small Disadvantaged Business, Historically Black Colleges<br>and Universities and Minority Institutions       | 252.219-7005 | Nov95 |
| 42. Incentive for Subcontracting with Small Business<br>Small Disadvantaged Business, Historically Black Colleges<br>and Universities and Minority Institutions-Alt I | 252.219-7005 | Nov95 |
| 43. Restriction on Acquisition of Night Vision Image<br>Intensifier Tubes and Devices   | 252.225-7024 | Dec91 |
| 44. Limitation on Sales Commissions and Fees  | 252.225-7027 | Dec91 |
| 45. Rights in Bid or Proposal Information   | 252.227-7016 | Jun95 |
| 46. Validation of Asserted Restrictions-Computer Software   | 252.227-7019 | Jun95 |
| 47. Rights in Special Works   | 252.227-7022 | Jun95 |
| 48. Progress Payments for Foreign Military Sales Acquisition  | 252.232-7002 | Dec91 |
| 49. DOD Progress Payment Rates  | 252.232-7004 | Feb96 |
| 50. Cost/Schedule Control   | 252.234-7001 | Dec91 |
| 51. Application for US Government Shipping<br>Documentation/Instruction   | 252.242-7003 | Dec91 |
| 52. Cost/Schedule   | 252.242-7005 | Dec91 |
| 53. Report of Government Property   | 252.245-7001 | Mar94 |
| 54. Certification of Technical Data Conformity  | 252.227-7036 | Jan97 |
| 55. Validation of Restrictive Markings/Tech Data  | 252.227-7037 | Nov95 |

I-7 OPTIONAL FOR ALL FIRM FIXED SUPPLY

The following clauses are optional for firm fixed price supply contracts:

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|   |              |       |
|---|--------------|-------|
| 1. First Article Approval - Contractor Testing                              | 52.209-3     | Sep89 |
| 2. First Article Approval - Contractor Testing-Alt I                        | 52.209-3     | Sep89 |
| 3. First Article Approval - Contractor Testing-Alt II                       | 52.209-3     | Sep89 |
| 4. First Article Approval - Government Testing                              | 52.209-4     | Sep89 |
| 5. First Article Approval - Government Testing-Alt I                        | 52.209-4     | Sep89 |
| 6. First Article Approval - Government Testing-Alt II                       | 52.209-4     | Sep89 |
| 7. Report of Shipment/Reship  | 52.242-12    | Jul95 |
| 8. Special Tooling  | 52.245-17    | Apr84 |
| 9. Special Test Equipment   | 52.245-18    | Feb93 |
| 10. Limitation of Liability   | 52.246-23    | Feb97 |
| 11. Limitation of Liability-High Value of Items                             | 52.246-24    | Feb97 |
| 12. Limitation of Liability-High Value of Items/Alt I                       | 52.246-24    | Apr84 |
| 13. Termination for Convenience of the Government<br>Fixed Price/Short Form | 52.249-1     | Apr84 |
| 14. Progress Payments   | 52.232-16    | Mar00 |
| 15. Changes or Additions to Make or Buy Program                             | 52.215-21    | Apr84 |
| 16. Evaluated Option for Increased Quantity                                 | 52.217-6     | Mar90 |
| 17. Unevaluated Option for Increased Quantity                               | 52.217-6     | Aug96 |
| 18. Evaluated/Unevaluated Option for Increase Qty                           | 52.217-6     | Mar90 |
| 19. Option for Increased Quantity-Separately Priced Line Item               | 52.217-7     | Aug96 |
| 20. Waiver of Indemnity   | 52.227-5     | Apr84 |
| 21. Refund of Royalty   | 52.227-9     | Apr84 |
| 22. Filing of Patent Applications-Classified Subject Matter                 | 52.227-10    | Apr84 |
| 23. Irrevocable Letter of Credit  | 52.228-14    | Jun96 |
| 24. Subcontracts-Fixed Price  | 52.244-1     | Feb95 |
| 25. Use and Charges   | 52.245-9     | Apr84 |
| 26. Termination for Convenience of the Government Fixed Price               | 52.249-2     | Sep96 |
| 27. Engineering Change Proposals  | 252.243-7000 | May94 |
| 28. Warranty of Data-Alt I  | 252.246-7001 | Dec91 |
| 29. Availability of Funds   | 52.232-18    | Apr84 |
| 30. Government Property-Fixed Price   | 52.245-2     | Dec89 |
| 31. Change Order Accounting   | 52.243-6     | Apr84 |

I-8 OPTIONAL FOR ALL FIRM FIXED PRICE SERVICE

The following clauses are optional for firm fixed price service contracts:

|  |           |       |
|--|-----------|-------|
| 1. Government Delay of Work  | 52.242-17 | Apr84 |
| 2. Government Furnished Property-short form                                | 52.245-4  | Apr84 |
| 3. Special Tooling   | 52.245-17 | Apr84 |
| 4. Termination for Convenience of the Government<br>Fixed Price/Short Form | 52.249-1  | Apr84 |
| 5. Progress Payments   | 52.232-16 | Jul91 |
| 6. Patent Indemnity  | 52.227-3  | Apr84 |
| 7. Patent Indemnity-Alt I  | 52.227-3  | Apr84 |
| 8. Waiver of Indemnity   | 52.227-5  | Apr84 |
| 9. Notice of Progress Payments   | 52.232-13 | Apr84 |
| 10. Government Supply Sources  | 52.251-2  | Apr84 |
| 11. Changes or Additions to Make-Or-Buy Program                            | 52.215-21 | Apr84 |
| 12. Economic Price Adjustment-Labor and Material                           | 52.216-4  | Jan97 |
| 13. Price Redetermination Prospective                                      | 52.216-5  | Apr84 |
| 14. Price redetermination Retroactive                                      | 52.216-6  | Oct95 |
| 15. Evaluated Option for Increased Quantity                                | 52.217-6  | Mar90 |
| 16. Unevaluated Option for Increased Quantity                              | 52.217-6  | Mar90 |
| 17. Evaluated/Unevaluated Option for Increased Qty                         | 52.217-6  | Mar90 |
| 18. Option to Extend Services  | 52.217-8  | Aug89 |
| 19. Option to Extend the Term of the Contract                              | 52.217-9  | Mar89 |
| 20. Refund on Royalties  | 52.227-9  | Apr84 |
| 21. Filing of Patent Applications-Classified Subject Matter                | 52.227-10 | Apr84 |
| 22. Irrevocable Letter of Credit   | 52.228-14 | Jun96 |
| 23. Availability of Funds for the Next Fiscal Year                         | 52.232-19 | Apr84 |

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|   |              |       |
|---|--------------|-------|
| 24. Availability of Funds   | 52.232-18    | Apr84 |
| 25. Protection of Government Buildings, Equipment and Vegetation          | 52.237-2     | Apr84 |
| 26. Continuity of Services  | 52.237-3     | Jan91 |
| 27. Changes-fixed price-Alt I   | 52.243-1     | Apr84 |
| 28. Changes-fixed price-Alt II  | 52.243-1     | Apr84 |
| 29. Subcontracts-Fixed Price/Alt I  | 52.244-1     | Apr85 |
| 30. Government Property-Fixed Price                                       | 52.245-2     | Dec89 |
| 31. Government Property-Fixed Price-Alt I                                 | 52.245-2     | Apr84 |
| 32. Use and Charges   | 52.245-9     | Apr84 |
| 33. Limitation of Liability (services)                                    | 52.246-25    | Feb97 |
| 34. Termination for Convenience of the Govt (fixed price)                 | 52.249-2     | Sep96 |
| 35. Engineering Change Proposals  | 252.243-7000 | May94 |
| 36. Engineering Change Proposals-Alt I                                    | 252.243-7000 | May94 |
| 37. Contract Work Hours and Safety Standards<br>Act-Overtime Compensation | 52.222-4     | Sep90 |
| 38. Report of Shipment/Reship   | 52.242-12    | Jul95 |

## I-9 OPTIONAL FOR ALL COST PLUS FIXED FEE SUPPLY

The following clauses are optional for Cost Plus Fixed Fee Supply contracts:

|  |              |       |
|--|--------------|-------|
| 1. Payments of Allowable Costs Before Definitization                     | 52.216-26    | Sep84 |
| 2. Payments for Overtime Premiums  | 52.222-2     | Apr84 |
| 3. Special Test Equipment  | 52.245-18    | Apr84 |
| 4. Limitation on Liability   | 52.246-23    | Apr84 |
| 5. Limitation of Liability High Value Items                              | 52.246-24    | Apr84 |
| 6. Limitation of Liability High Value Items-Alt I                        | 52.246-24    | Apr84 |
| 7. Insurance-Liability to Third Persons                                  | 52.228-7     | Apr84 |
| 8. Changes or Additions to Make or Buy Program                           | 52.215-21    | Apr84 |
| 9. Waiver of Indemnity   | 52.227-5     | Apr84 |
| 10. Penalties for Unallowable Cost                                       | 52.242-3     | Oct95 |
| 11. Filing of Patent Application-Classified Subject Matter               | 52.227-10    | Apr84 |
| 12. Irrevocable Letter of Credit   | 52.228-14    | Jun96 |
| 13. Advance Payments-Alt II  | 52.232-12    | Apr84 |
| 14. Limitation of Cost   | 52.232-20    | Apr84 |
| 15. Change Order Accounting  | 52.243-6     | Apr84 |
| 16. Government Property (cost reimbursement,<br>or labor hour contracts) | 52.245-5     | Jan86 |
| 17. Engineering Change Proposals   | 252.243-7000 | May94 |
| 18. Engineering Change Proposals   | 252.243-7000 | May94 |
| 19. Option for Increased Quantity-Separately<br>Priced Line Items        | 52.217-7     | Mar89 |
| 20. Report of Shipment/Reship  | 52.242-12    | Jul95 |

## I-10 OPTIONAL FOR ALL COST PLUS FIXED FEE SERVICE

The following clauses are optional for cost plus fixed fee service contracts:

|  |              |       |
|--|--------------|-------|
| 1. Payments of Allowable Costs Before Definitization   | 52.216-26    | Apr84 |
| 2. Option to Extend the Term of the Contract   | 52.217-9     | Mar89 |
| 3. Exercise of Option to Fulfill Foreign Military<br>Sales Commitments                           | 252.217-7000 | Dec91 |
| 4. Used or Reconditioned Material, Residual Inventory,<br>and Former Government Surplus Property | 52.211-7     | May95 |
| 5. Limitation of Liability-Services  | 52.246-25    | Apr84 |
| 6. Payment for Overtime Premiums   | 52.222-2     | Jul90 |
| 7. Filing of Patent Applications-Classified Subject Matter                                       | 52.227-10    | Apr84 |
| 8. Irrevocable Letter of Credit  | 52.228-14    | Jun96 |
| 9. Advance Payments-Alt II   | 52.232-12    | Apr84 |

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|   |              |       |
|---|--------------|-------|
| 10. Limitation of Cost  | 52.232-20    | Apr84 |
| 11. Limitation of Funds   | 52.232-22    | Apr84 |
| 12. Government Property (cost reimbursement, or labor hours)                | 52.245-5     | Jan86 |
| 13. Engineering Change Proposals  | 252.243-7000 | May94 |
| 14. Engineering Change Proposals Alt II                                     | 252.243-7000 | May94 |
| 15. Changes or Additions to Make or Buy Program                             | 52.215-21    | Apr84 |
| 16. Option to Extend Services   | 52.217-8     | Aug89 |
| 17. Waiver of Indemnity   | 52.227-5     | Apr84 |
| 18. Availability of Funds for the Next Fiscal Year                          | 52.232-19    | Apr84 |
| 19. Protection of Government Buildings, Equipment and Vegetation            | 52.237-2     | Apr84 |
| 20. Continuity of Services  | 52.237-3     | Jan91 |
| 21. Changes-Cost Reimbursement Alt I  | 52.243-2     | Apr84 |
| 22. Changes-Cost Reimbursement Alt II                                       | 52.243-2     | Apr84 |
| 23. Contract Work Hours and Safety Standards Act - Overtime<br>Compensation | 52.222-4     | Sep90 |
| 24. Report of Shipment/reship   | 52.242-12    | Jul95 |

\*\*\* END OF NARRATIVE I 001 \*\*\*