

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 of 26
2. Contract No. DAAE20-02-G-0003	3. Solicitation No.	4. Type of Solicitation	5. Date Issued 2001OCT29	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-B ROCK ISLAND IL 61299-7630		Code W52H09	8. Address Offer To (If Other Than Item 7)	

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.

10. For Information Call:	Name MARGARET I EMMERT E-mail address: EMMERTM@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-7149
----------------------------------	--	--

11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12	X	K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	13	X	L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	14	X	M	Evaluation Factors for Award	
X	H	Special Contract Requirements	15				

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)

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

15A. Contractor/Offeror/Quoter RAYTHEON COMPANY 2501 W UNIVERSITY DRIVE M/S 8064 PO BOX 801 M/S 8064 MCKINNEY TX 75070-0801	Code 96214	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
--	-------------------	-----------------	--

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered SEE SCHEDULE	20. Amount \$0.00	21. Accounting And Appropriation SEE SECTION G
22. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) Item 25
24. Administered By (If other than Item 7) DCMC RAYTHEON TI SYSTEMS 13350 FLOYD ROAD SUITE 100 DALLAS TX 75243-1588	Code S4408A	25. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381
SCD PAS NONE ADP PT HQ0339		Code HQ0339
26. Name of Contracting Officer (Type or Print) SUZANNE C. YACKLEY (309)782-1466 YACKLEYS@RIA.ARMY.MIL	27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

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

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

Page 2 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

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

A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
-----	---	----------

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

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

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

(AA7020)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
-----	---	----------

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

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

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

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

Name of Offeror or Contractor: RAYTHEON COMPANY

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 26
	PIIN/SIIN DAAE20-02-G-0003 MOD/AMD	

Name of Offeror or Contractor: RAYTHEON COMPANY

A-5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-6 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 72 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-G-0003 MOD/AMD	Page 5 of 26
---------------------------	--	----------------------------

Name of Offeror or Contractor: RAYTHEON COMPANY

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

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

Page 6 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

EFFECTIVE PERIOD, EXTENSION AND DISCONTINUANCE OF THIS AGREEMENT:

A. THIS AGREEMENT SHALL CONTINUE IN EFFECT FOR A PERIOD OF THREE (3) YEARS FROM THE EFFECTIVE DATE THEREOF, PROVIDED HOWEVER, THAT ANY ORDER ISSUED DURING THIS PERIOD AND PRIOR TO THE EXPIRATION DATE OF THE AGREEMENT SHALL CONTINUE IN EFFECT UNTIL PERFORMANCE THEREUNDER IS COMPLETE.

B. 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 EFFECTIVE PERIOD.

C. THIS AGREEMENT MAY BE DISCONTINUED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY. THIS AGREEMENT SHALL BE REVIEWED, AS A MINIMUM, ANNUALLY BEFORE THE ANNIVERSARY OF ITS EFFECTIVE DATE AND REVISED TO CONFORM WITH ALL REQUIREMENTS OF STATUTES, EXECUTIVE ORDERS OR PROCUREMENT REGULATIONS. THE GOVERNMENT MAY DISCONTINUE THIS AGREEMENT IMMEDIATELY UPON FURNISHING NOTICE TO THE CONTRACTOR IF THE PARTIES FAIL TO AGREE UPON ANY DELETION, AMENDMENT OR ADDITION TO THIS AGREEMENT WHICH IS REQUIRED BY STATUTE, EXECUTIVE ORDER OR PROCUREMENT REGULATION. NO DELETION, MODIFICATION, ADDITION TO, OR DISCONTINUANCE OF, THIS AGREEMENT SHALL AFFECT ANY ORDERS HEREUNDER ENTERED INTO PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGE UNLESS MUTUALLY AGREED TO BY BOTH PARTIES OR OTHERWISE REQUIRED BY OPERATION OF THE LAW.

*** END OF NARRATIVE B 001 ***

LIMITATION OF GOVERNMENT LIABILITY

a. As of the effective date of this Agreement no funds are obligated hereunder. On the execution of bilateral orders or order modifications thereto funds will be obligated in the agreed amount set forth in the bilateral order or order modification thereto.

b. The Contractor is not authorized to make expenditures or incur obligations in the performance of any order issued hereunder which exceed the total amount for the specific order, as stated in the order or modification thereafter.

c. The maximum amount for which the Government shall be liable, if any order issued hereunder is terminated, is the total amount obligated for the specific order, as stated in the order or modification thereof.

*** END OF NARRATIVE B 002 ***

DEFINITIONS

A. BASIC ORDERING AGREEMENT (BOA): A WRITTEN INSTRUMENT BETWEEN THE CONTRACTOR AND THE GOVERNMENT, WHICH SETS FORTH THE NEGOTIATED PROVISIONS WHICH WILL APPLY TO ALL ORDERS ISSUED UNDER THE BOA.

B. ORDER: A CONTRACTUAL INSTRUMENT USED FOR THE ACQUISITION OF SUPPLIES OR SERVICES WHICH INCORPORATES THE PROVISIONS OF THE BOA. EACH ORDER IS A SEPARATE CONTRACT BETWEEN THE GOVERNMENT AND CONTRACTOR AND MUST BE ACCEPTED BY THE CONTRACTOR BEFORE THE PROVISIONS OF THE ORDER AND THIS BOA BECOMES BINDING. THE CONTRACTOR AGREES TO ACCEPT ORDERS ISSUED PURSUANT TO 'ORDERS AND ORDERING PROCEDURES' AND FURTHER AGREES TO COMMENCE PERFORMANCE UNDER SUCH ORDER IMMEDIATELY UPON RECEIPT AND ACCEPTANCE OF SAID ORDER. THE TYPES OF ORDERS WHICH MAY BE ISSUED HEREUNDER ARE:

1. PRICED ORDERS FOR SUPPLIES OR SERVICES WHERE PRICES, DELIVERY SCHEDULE, AND ANY SPECIAL TERMS HAVE BEEN NEGOTIATED PRIOR TO ISSUANCE.

2. UNPRICED ORDERS FOR SUPPLIES OR SERVICES SHALL HAVE A CEILING PRICE AND FIRM DELIVERY ESTABLISHED.

C. ORDER MODIFICATION: ANY WRITTEN ALTERATION OR DEFINITIZATION OF THE SPECIFICATIONS, DELIVERY POINT, RATE OF DELIVERY, PRICE, QUANTITY OR THE PROVISION OF ANY EXISTING ORDER, WHETHER ACCOMPLISHED BY UNILATERAL ACTION IN ACCORDANCE WITH A PROVISION OF THE ORDER OR BOA OR BY MUTUAL ACTION OF THE PARTIES. ORDER MODIFICATION INCLUDES:

1. BILATERAL ACTIONS SUCH AS SUPPLEMENTAL AGREEMENTS, AND

2. UNILATERAL ACTIONS SUCH AS CHANGE ORDERS, ADMINISTRATIVE CHANGES AND NOTICES OF TERMINATION.

D. BOA MODIFICATION: ANY CHANGE IN THE TERMS OF THIS BASIC ORDERING AGREEMENT.

E. THIS BOA REFERENCED TO HEREIN AS 'THIS AGREEMENT' SHALL BE MODIFIED, AMENDED OR SUPPLEMENTED, OR SUPERSEDED, ONLY BY A REVISION OF THIS BOA ITSELF. ANY SUCH REVISION SHALL BE IN THE FORM OF A SUPPLEMENTAL AGREEMENT SIGNED BY THE PARTIES HERETO. THIS BOA SHALL NOT BE MODIFIED, AMENDED OR SUPPLEMENTED, OR SUPERSEDED BY INDIVIDUAL ORDERS ISSUED HEREUNDER.

*** END OF NARRATIVE B 003 ***

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

Page 7 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANYORDERS AND ORDERING PROCEDURES

(A) THE CONTRACTOR IS NOT AUTHORIZED TO COMMENCE WORK, OR TO PROCURE OR MANUFACTURE MATERIAL UNTIL A WRITTEN ORDER IS ISSUED BY THE CONTRACTING OFFICER, AS HEREINAFTER PROVIDED.

(B) PRICED ORDER - ON REQUEST OF THE CONTRACTING OFFICER, THE CONTRACTOR SHALL FURNISH A PROPOSAL, WITHIN A MAXIMUM OF 60 DAYS, FOR THE REQUIRED SUPPLIES OR SERVICES, ENTER INTO NEGOTIATIONS AS SOON THEREAFTER AS PRACTICABLE, ESTABLISH FIRM PRICES AND DELIVERY TERMS APPLICABLE TO THE REQUIREMENT. WHEN PRICE(S) AND DELIVERY SCHEDULE(S) PERTINENT TO THE REQUIREMENT HAVE BEEN AGREED UPON, THE CONTRACTING OFFICER WILL ISSUE A PRICED ORDER AND THE PARTIES WILL ENTER INTO A SIGNED BILATERAL AGREEMENT. IF THE CONTRACTING OFFICER AND CONTRACTOR ARE UNABLE TO REACH AN AGREEMENT ON PRICE IN A TIMELY MANNER OR THE URGENCY OF THE PROCUREMENT NECESSITATES ORDERING THE SUPPLIES PRIOR TO RECEIPT OF THE PROPOSAL OR NEGOTIATING A DEFINITIVE PRICE, THEN AN UNPRICED ORDER MAY BE ISSUED UNDER THE PROCEDURES SPECIFIED IN PARAGRAPH (C)4 BELOW.

(C) UNPRICED ORDERS

1. UNPRICED ORDERS ISSUED PURSUANT TO THIS AGREEMENT WILL AUTHORIZE THE CONTRACTOR TO PROCEED WITH PERFORMANCE AND WILL SET FORTH THE REQUIRED DELIVERY SCHEDULES, OTHER SPECIAL TERMS AND CONDITIONS, AND A CEILING PRICE.

2. UPON RECEIPT AND ACCEPTANCE OF AN UNPRICED ORDER, THE CONTRACTOR SHALL IMMEDIATELY COMMENCE PERFORMANCE OF THE WORK SPECIFIED THEREIN, SUBJECT TO NEGOTIATION OF PRICE AND SPECIAL TERMS AND CONDITIONS, TO THE END THAT THE SUPPLIES OR SERVICES SPECIFIED MAY BE DELIVERED AT THE EARLIEST DATE PRACTICABLE. THE CONTRACTOR IS REQUIRED TO ACKNOWLEDGE THE RECEIPT AND ACCEPTANCE OF EACH ORDER BY A WRITTEN NOTICE TO THE CONTRACTING OFFICER WITHIN TEN (10) DAYS AFTER THE DATE OF THE RECEIPT OF EACH ORDER BY RETURNING A SIGNED COPY OF THE DELIVERY ORDER.

3. THE DEFINITIZATION SCHEDULE APPLICABLE TO CEILING PRICED ORDERS ISSUED AGAINST THIS BASIC ORDERING AGREEMENT WILL BE CONTAINED IN EACH DELIVERY ORDER AND WILL CONTAIN A TARGET DATE FOR DEFINITIZATION.

4. IF AGREEMENT ON DEFINITIVE PRICE IS NOT REACHED BY THE TARGET DATE SET FORTH IN THE DELIVERY ORDER OR ANY EXTENSION THEREOF BY THE CONTRACTING OFFICER, THE CONTRACTING OFFICER MAY DETERMINE A REASONABLE PRICE OR FEE IN ACCORDANCE WITH FAR SUBPART 15.8 AND PART 31 OF THE FAR SUBJECT TO APPEAL BY THE CONTRACTOR AS PROVIDED IN THE ''DISPUTES'' CLAUSE OF THIS BASIC ORDERING AGREEMENT.

*** END OF NARRATIVE B 004 ***

GENERAL

A. ALL ORDERS AND ORDER MODIFICATIONS ISSUED OR EXECUTED UNDER THIS AGREEMENT SHALL REFER TO THIS AGREEMENT AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS HEREOF.

B. THE CONTRACTOR SHALL NOT ACCEPT ANY CONTRACTUAL INSTRUCTION ISSUED BY ANY PERSON OTHER THAN THE CONTRACTING OFFICER OR THE CONTRACTING OFFICER'S REPRESENTATIVES ACTING WITHIN THE LIMITS OF THEIR AUTHORITY. CONTRACTING OFFICER'S REPRESENTATIVES WILL BE SO DESIGNATED IN WRITING TO THE CONTRACTOR AND THE SCOPE OF THEIR AUTHORITY WILL BE SET FORTH IN SUCH WRITTEN AUTHORIZATION. ORDERS WILL BE TRANSMITTED VIA MAIL OR OVERNIGHT DELIVERY SERVICE TO THE ADDRESS AND INDIVIDUAL IDENTIFIED IN BLOCK 15A OF SF33.

C. IN THE PERFORMANCE OF ORDERS AND ORDER MODIFICATIONS FOR ITEMS BEARING ISSUE PRIORITY DESIGNATORS (IPD'S) 1 THROUGH 6 THE CONTRACTOR IS AUTHORIZED, WITH PRIOR APPROVAL OF THE CONTRACTING OFFICER, TO WITHDRAW AND UTILIZE WORK IN PROCESS OR INVENTORIES FOR OTHER TACOM CONTRACTS WITH THE CONTRACTOR FOR CONCURRENT OR REPLENISHMENT SPARE PARTS. THE GOVERNMENT AGREES THAT IT WILL EQUITABLY ADJUST THE DELIVERY SCHEDULE AND PRICE AS A RESULT OF A DELAY IN ANY SUCH CONTRACT. THE TASK ORDER WILL SPECIFICALLY STATE IN THE SCHEDULE THAT THE ORDER CARRIES AN IPD OF 1 THROUGH 6.

D. THE CONTRACTOR SHALL COMPLETE PERFORMANCE OF AN ORDER OR ORDER MODIFICATION EVEN THOUGH THE TIME FOR PERFORMANCE EXTENDS BEYOND THE TERMS OF THIS AGREEMENT.

E. THE CONTRACTOR SHALL NOT MAKE DELIVERY OF ANY SUPPLIES AND/OR SERVICES ON AN UNPRICED CONTRACTUAL AGREEMENT PRIOR TO THE EXECUTION OF A DEFINITIZING BILATERAL ORDER MODIFICATION UNLESS THE CONTRACTOR HAS THE EXPRESS WRITTEN APPROVAL OF THE CONTRACTING OFFICER. FAILURE OF THE PARTIES TO AGREE ON ANY PROVISION APPLICABLE TO ANY UNPRICED ORDER OR ORDER MODIFICATION SHALL CONSTITUTE A DISPUTE CONCERNING A QUESTION OF FACT WITHIN THE MEANING OF THE CLAUSE ENTITLED ''DISPUTES'' OF THE GENERAL PROVISIONS OF THIS AGREEMENT, AND SHALL BE SUBJECT TO THE PROCEDURES OF SAID CLAUSE. PENDING SETTLEMENT OF SUCH DISPUTE, THE CONTRACTING OFFICER SHALL ESTABLISH PRICES THAT ARE FAIR AND REASONABLE AND SHALL SET FORTH SAME IN A PRICED MODIFICATION TO THE ORDER INDICATING THEREON THAT SUCH PRICES ARE BASED ON THE FINAL DECISION OF THE CONTRACTING OFFICER, WHICH DECISION IS SUBJECT TO APPEAL IN ACCORDANCE WITH THE DISPUTES CLAUSE.

F. THE PARTIES WILL NEGOTIATE A FIRM DELIVERY SCHEDULE PRIOR TO ISSUANCE OF AN UNPRICED ORDER. THE ORDER WILL REFLECT THAT THE SCHEDULED DELIVERY IS FIRM AND THE PARTIES HAVE AGREED THERETO. THE CONTRACTOR'S ACCEPTANCE OF THE OFFER SHALL CONSTITUTE ACKNOWLEDGEMENT OF SUCH AGREEMENT. IN THE EVENT THAT CRITICALLY NEEDED ITEMS (SO IDENTIFIED BY THE PCO) ARE AVAILABLE FOR SHIPMENT PRIOR TO COMPLETION OF NEGOTIATIONS AND RECEIPT OF A DEFINITIZED MODIFICATION, THE PCO MAY AUTHORIZE SHIPMENT USING INTERIM BILLING PRICES.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 26**

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

G. EACH UNPRICED ORDER SHALL IDENTIFY THE TYPE OF CONTRACT (COST TYPE, FIXED PRICE OR TIME AND MATERIALS).

1. SHOULD THE GOVERNMENT DESIRE TO ESTABLISH A CEILING PRICE ON AN UNPRICED ORDER THE PCO WILL NOTIFY THE CONTRACTOR OF THE ITEMS TO BE PROCURED AND A CEILING PRICE WILL BE NEGOTIATED.

2. PRIOR TO DEFINITIZATION THE PARTIES MAY AGREE TO CHANGE THE TYPE OF CONTRACT APPLICABLE TO THE ISSUED UNPRICED ORDER WITHIN THE CONSTRAINTS STATED ABOVE.

3. WHEN THE PRICE PROPOSAL FOR AN INDIVIDUAL PART ON A MULTI-LINE ITEM PROPOSAL EXCEEDS \$50,000.00, THAT LINE ITEM MUST BE NEGOTIATED SEPARATELY, i.e. IN CONTRAST TO LINES BELOW THE THRESHOLD WHICH MAY BE NEGOTIATED BOTTOM LINE.

H. THE CONTRACTOR IS NOT AUTHORIZED TO MAKE EXPENDITURES OR INCUR OBLIGATIONS, IN THE PERFORMANCE OF ANY ORDER ISSUED HEREUNDER, WHICH EXCEEDS THE TOTAL AMOUNT FOR THE SPECIFIC ORDER, AS STATED IN THE ORDER OR MODIFICATION THEREOF.

*** END OF NARRATIVE B 005 ***

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 (i) 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 B 006 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-G-0003 MOD/AMD	Page 9 of 26
---------------------------	--	----------------------------

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ITEMS PROVIDED FOR IN SECTION B, SCOPE OF AGREEMENT, HEREOF, SHALL CONFORM IN ALL RESPECTS WITH SPECIFICATIONS, DRAWINGS, AND REQUIREMENTS PROVIDED WITH EACH INDIVIDUAL ORDER PLACED AGAINST THIS BOA.

*** END OF NARRATIVE C 001 ***

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

Page 10 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION D - PACKAGING AND MARKING

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

D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
-----	-------------------------	-------------------------------------	----------

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: 001
Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

(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 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

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

Page 11 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, 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: N/A

(End of clause)

(DS6413)

SECTION D - PACKAGING REQUIREMENTS

PRESERVATION, PACKAGING, PACKING AND MARKING FOR SPECIFIED LEVELS OF PROTECTION SHALL BE IN ACCORDANCE WITH THE PACKAGING REQUIREMENTS SET FORTH IN EACH INDIVIDUAL ORDER PLACED UNDER THIS AGREEMENT.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
E-3	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	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
(X)	Quality Management Systems - Requirements	ISO 9001:2000	13 Dec 2000	Paragraph 7.3 excluded
()	Quality Systems - Model for QA	ISO 9002	18 Jul 1994	Untailored

(End of clause)

(EF6002)

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

Page 13 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER - ALTERNATE I	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

DELIVERY SCHEDULE

Delivery schedules will be included in each delivery order. FOB Origin clauses apply only to orders issued FOB Origin. FOB Destination clauses apply only to orders issued FOB Destination.

Delivery will be as of the last calendar day of the month stipulated in the delivery schedule. Delivery is accomplished when the item(s) is/are placed on Raytheon's McKinney, Texas Plant dock.

Early delivery is authorized. All hardware deliveries under this BOA are on a FOB Origin Basis.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 14 of 26****PIIN/SIIN** DAAE20-02-G-0003**MOD/AMD**

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION G - CONTRACT ADMINISTRATION DATA

UPON RECEIPT BY THE CONTRACTOR OF GOVERNMENT APPROVAL OF CLASS I OR CLASS II ECPS THAT DO NOT IMPACT COST AND/OR SCHEDULE, THEN THE CONTRACTOR SHALL IMPLEMENT SUCH ECPS INTO PRODUCTION ITEMS UNDER THE APPLICABLE DELIVERY ORDER AT NO ADDITIONAL COST TO THE GOVERNMENT.

*** END OF NARRATIVE G 001 ***

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993

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

Shipped From:

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

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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

Page 16 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.216-7	ALLOWABLE COST AND PAYMENT	MAR/2000
I-12	52.216-8	FIXED FEE	FEB/1997
I-13	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-15	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-16	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-18	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-19	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-20	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-21	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-22	52.232-1	PAYMENTS	APR/1984
I-23	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-24	52.232-11	EXTRAS	APR/1984
I-25	52.232-17	INTEREST	JUN/1996
I-26	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-27	52.232-25	PROMPT PAYMENT	MAY/2001
I-28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-29	52.233-1	DISPUTES	DEC/1998
I-30	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG/1989
I-31	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-32	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-33	52.242-13	BANKRUPTCY	JUL/1995
I-34	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-35	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-36	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-37	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2001
I-38	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-39	52.248-1	VALUE ENGINEERING	FEB/2000
I-40	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-41	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-42	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-43	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-44	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-45	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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

Page 17 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-47	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-48	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-49	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-50	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-51	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-52	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-53	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-54	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-55	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-56	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995

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

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

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

(End of Clause)

(IF7210)

I-57	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
------	----------	--------------------------	----------

(a) Definitions.

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

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

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

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

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

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

Name of Offeror or Contractor: RAYTHEON COMPANY

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

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

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

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

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

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

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

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

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

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

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

(End of Clause)

(IF7211)

I-58

52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

AUG/1995

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

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

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

(1) The name of the subcontractor.

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

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

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

Page 19 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

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

(End of Clause)

(IF7212)

I-59 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-60 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

I-61 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

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

Page 20 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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 Small Business Concerns	52.219-8	Jun97
7. Equal Opportunity	52.222-26	Apr84
8. Affirmative Action for Special Disabled and Vietnam 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 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 Transactions	52.203-12	Jun97
24. Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for 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		

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

Page 21 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

	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 Finding Fraud	252.232-7006	Aug92
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 Small Business Subcontracting Plan	52.219-9	Aug96
42.	Drug Free Workplace	52.223-6	Jan97
43.	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Aug96
44.	Utilization of Indian Organizations and Indian 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 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

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

Page 22 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

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

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:

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 23 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

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
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 Military Sales Commitments	252.217-7000	Dec91
38. Exercise of Option to Fulfull Foreign Military Sales Commitments-Alt I	252.217-7000	Dec91
39. Contract Definitization	252.217-7027	Feb96
40. Small, Small Disadvantaged, and Women Owned Small Business Subcontracting Plan (DOD Contract)	252.219-7003	Nov95
41. Incentive for Subcontracting with Small Business Small Disadvantaged Business, Historically Black Colleges and Universities and Minority Institutions	252.219-7005	Nov95
42. Inventive for Subcontracting with Small Business Small Disadvantaged Business, Historically Black Colleges and Universities and Minority Institutions-Alt I	252.219-7005	Nov95
43. Restriction on Acquisition of Night Vision Image 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 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

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

Page 24 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

I-7 OPTIONAL FOR ALL FIRM FIXED SUPPLY

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

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 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 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

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

Page 25 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

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
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 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, 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 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		

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

Page 26 of 26

PIIN/SIIN DAAE20-02-G-0003

MOD/AMD

Name of Offeror or Contractor: RAYTHEON COMPANY

Sales Commitments	252.217-7000	Dec91
4. Used or Reconditioned Material, Residual Inventory, 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
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 Compensation	52.222-4	Sep90
24. Report of Shipment/reship	52.242-12	Jul95

*** END OF NARRATIVE I 001 ***