

2. Amendment/Modification No. P00022	3. Effective Date 2001JUN29	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAW-A MARILYN WILLIAMSON (309)782-5108 ROCK ISLAND IL 61299-7630 EMAIL: WILLIAMSONM@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than Item 6) DCM INDIANAPOLIS EMMETT J BEAN CENTER 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-5701	Code	S1501A
			SCD A PAS NONE ADP PT SC1012		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) RAYTHEON TECHNICAL SERVICES CO TRAINING AND SERVICE SEGMENT DEPOT ENGINEERING DIVISION 6125 EAST 21ST STREET INDIANAPOLIS IN 46219-2058 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE20-97-C-0099
	<input type="checkbox"/>	10B. Dated (See Item 13) 1997MAR27
Code 072E5	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. Accounting And Appropriation Data (If required)
SEE SECTION G

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

KIND MOD CODE: G

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: 43.103(a)(3)	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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

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

SEE SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2002DEC31

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) DAVE ELLIOTT ELLIOTT@RIA.ARMY.MIL (309)782-3814		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 8
	PIIN/SIIN DAAE20-97-C-0099	MOD/AMD P00022

Name of Offeror or Contractor: RAYTHEON TECHNICAL SERVICES CO

SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

(AA7020)

A-2 ADDED	52.210-4516 TACOM-RI	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
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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-3 ADDED	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(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/command_counsel/protest/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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 8****PIIN/SIIN** DAAE20-97-C-0099**MOD/AMD** P00022**Name of Offeror or Contractor:** RAYTHEON TECHNICAL SERVICES CO

(AS7010)

A-4 ADDED 52.243-4510 DIRECT VENDOR DELIVERY
TACOM-RI

JAN/1999

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 24 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-5 ADDED 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2
TACOM-RI

JUN/1998

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.

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

(END OF CLAUSE)

(AS7502)

1. The purpose of this modification is as follows:

- a. Revise the Scope of Work, paragraph 3.2.6, and Exhibit D-5, in accordance with Attachment 015 to this modification.
- b. Incorporate the Priority List at Attachment 016.
- c. Incorporate the negotiated labor rates for years 2001 and 2002 for the period 1 JUL 01 through 31 December 2002 at Attachment 017.
- d. Establish two new CLINs as follows:
 - (1) CLIN 0001AJ - T&M repair - \$2,000,000.00.
 - (2) CLIN 0003AB - Commercial Asset Visibility (CAV II) - Firm Fixed Price of \$29,713.80.
- e. Performance period is 1 July 2001 through 31 December 2002.
- f. Total contract dollar amount is increased by \$2,029,713.80 from \$9,899,748.00 to \$ 11,929,461.80.

2. Firm fixed price service clauses are included in this modification.

3. All other terms and conditions of the contract remain unchanged.

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Name of Offeror or Contractor: RAYTHEON TECHNICAL SERVICES CO

*** END OF NARRATIVE A 025 ***

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 PIIN/SIIN DAAE20-97-C-0099 MOD/AMD P00022

Name of Offeror or Contractor: RAYTHEON TECHNICAL SERVICES CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: M1A1 TANK FIRE CONTROL SECURITY CLASS: Unclassified PRON: M11OP505M1 PRON AMD: 02 ACRN: AL AMS CD: 060015JEZLN</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 31-DEC-2002</p> <p style="text-align: right;">\$ 2,000,000.00</p>				\$ 2,000,000.00
0003AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: CAV II EFFORT SECURITY CLASS: Unclassified PRON: M11OP506M1 PRON AMD: 01 ACRN: AM AMS CD: 060015JEZLN</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 0 30-JUN-2002</p> <p style="text-align: right;">\$ 29,713.80</p>				\$ 29,713.80

CONTINUATION SHEET

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Name of Offeror or Contractor: RAYTHEON TECHNICAL SERVICES CO

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS_CD	ACRN	OBLG STAT/ JOB ORD_NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0001AJ	M110P505M1 060015JEZN	AL	1	\$	0.00	\$	2,000,000.00	\$	2,000,000.00
0003AB	M110P506M1 060015JEZN	AM	2	\$	0.00	\$	29,713.80	\$	29,713.80
					NET CHANGE	\$	2,029,713.80		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION			PRIOR AMOUNT		ACCOUNTING STATION		INCREASE/DECREASE AMOUNT
Army	AL	97	X4930AC9G 6D		2571	S1111610P505	W52H09	\$	2,000,000.00
Army	AM	97	X4930AC9G 6D		2571	S1111610P506	W52H09	\$	29,713.80
								NET CHANGE	\$ 2,029,713.80

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	9,899,748.00	\$	2,029,713.80	\$	11,929,461.80

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MOD/AMD P00022

Name of Offeror or Contractor: RAYTHEON TECHNICAL SERVICES CO

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-2 ADDED	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-3 ADDED	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-4 ADDED	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-5 ADDED	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-6 ADDED	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-7 ADDED	52.232-1	PAYMENTS	APR/1984
I-8 ADDED	52.232-11	EXTRAS	APR/1984
I-9 ADDED	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2001
I-10 ADDED	52.248-1	VALUE ENGINEERING	FEB/2000
I-11 ADDED	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-12 ADDED	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-13 ADDED	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-14 ADDED	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-15 ADDED	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-16 ADDED	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)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 015	SCOPE OF WORK - REVISION		002	
Attachment 016	PRIORITY LIST		002	
Attachment 017	LABOR RATES	18-MAY-2001	003	