


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A7	PAGE OF PAGES 1   35
2. CONTRACT (Proc. Inv. Ident.) NO. H92222-07-C-0041		3. EFFECTIVE DATE 12 Dec 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. P2A J08340A1000001	
5. ISSUED BY HQ USSCOM SCAL-K ATTN: KIMBERLY DEBOIS-SOUSA 7701 TAMPA POINT BLVD MACDILL AFB FL 33521-5325		CODE H92222	6. ADMINISTERED BY (If other than Item 5) DCMA DALLAS 800 N. PEARL ST. SUITE 1600 DALLAS TX 75201-2943		CODE SM402A
7. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, state and zip code) RAYTHSON COMPANY STEPHEN MARTINEZ 2501 W. UNIVERSITY P.O. BOX 601 HAS 6084 MCKINNEY TX 75070-0101			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT
CODE 96214 FACILITY CODE			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		
11. SHIP TO MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 18298 COLUMBUS OH 43218-2298		CODE H00009
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c) [ ]			14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>					
15G. TOTAL AMOUNT OF CONTRACT					\$135,461,879.00
16. TABLE OF CONTENTS					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X	A	1	X	I	25 - 34
X	B	2 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	10 - 13	X	J	35
X	D	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	15	K	REPRESENTATIONS, CERTIFICATIONS AND	
X	F	18 - 17		OTHER STATEMENTS OF OFFERORS	
X	G	18 - 20	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	21 - 24	M	EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return it to the issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Amendments are listed herein.)			18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number H92222-06-R-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER KIMBERLY DEBOIS-SOUSA / CONTRACTING OFFICER TEL: 813-326-7077 EMAIL: debois@ussocom.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY  (Signature of Contracting Officer)		12-Dec-2006

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

SK RADAR SYSTEM DESIGN

Up to and including Critical Design Review IAW C-1 Item Description

FOB: Origin

PURCHASE REQUEST NUMBER: F2VU06340A1000001

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN AA

CIN: F2VU06340A100

[REDACTED]

See B-1 below

See B-1 below

See B-1 below

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

SK RADAR SOFTWARE DEVELOPMENT

Post CDR through remainder of SDD IAW C-1 Item Description.

FOB: Origin

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

[REDACTED]

See B-1 below

See B-1 below

See B-1 below

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003  
 TEST/ INTEGRATE / DEV & QUAL FLT TESTS  
 [REDACTED]  
 Test hardware (H/W) assembly, unit test, contractor risk reduction, integrate on [REDACTED] and Development & Qualification Flight tests of [REDACTED] LAW C-1  
 Item Description:  
 FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003AA  
 H/W ASSEMBLY & DEVELOPMENT TESTING  
 [REDACTED]  
 Acquisition, assembly, development testing of H/W into SKR assemblies LAW C-1  
 Item Description:  
 FOB: Destination

TARGET COST	[REDACTED]
TARGET FEE	[REDACTED]
TOTAL TGT COST + FEE	[REDACTED]
MINIMUM FEE	[REDACTED]
MAXIMUM FEE	[REDACTED]
SHARE RATIO ABOVE TARGET	See B-1 below
SHARE RATIO BELOW TARGET	See B-1 below

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003AB  
 QUALIFICATION:FLIGHT TEST  
 [REDACTED]  
 [REDACTED]  
 FOB: Destination

TARGET COST	[REDACTED]
TARGET FEE	[REDACTED]
TOTAL TGT COST + FEE	[REDACTED]
MINIMUM FEE	[REDACTED]
MAXIMUM FEE	[REDACTED]
SHARE RATIO ABOVE TARGET	See B-1 below
SHARE RATIO BELOW TARGET	See B-1 below

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SKR OF TEST & AIRWORTHINESS CERT ON [REDACTED]	1	Lot		
	Provide production representative SKR units (Gp A & B) to support operational suitability flight test (incl integrating test articles onto [REDACTED] and airworthiness certification, IAW C-1 Item Description. FOB: Destination				
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ENGRING & TECH SERVICES TO COMPLETE [REDACTED]				
	To complete remaining technical effort, resolve technical issues, complete hardware/software design, correct low to moderate risk deficiencies and complete flight test activities, IAW C-1 Item Description. FOB: Destination				
				ESTIMATED COST	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Final Engr Svcs for 0001 [REDACTED]				
	To complete System Design after CDR, IAW C-1 Item Description. FOB: Destination				
				ESTIMATED COST	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Final S/W Engr for 0002 [REDACTED]				
	To complete software design after software functional qualification testing, IAW C-1 Item Description.				
	FOB: Destination				
				ESTIMATED COST	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	Final Engr Services for 0003 [REDACTED]	1	Lot		
	To complete non-operational flight test activities post qualification flight qual testing, IAW C-1 Item Description.				
	FOB: Destination				
				ESTIMATED COST	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Logistics Support Planning [REDACTED]	1	Lot	[REDACTED]	[REDACTED]
	Logistics support plan for long-term sustainment of the SKR system, IAW C-1 Item Description.				
	FOB: Destination				
				NET AMT	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	DATA NSP LA.W. C-1 Item Description and Annex A CDRLs (incls data required for development of acft tech data). FOB: Destination				

See Exhibit A

OPTION ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	TEST AIRCRAFT Return to Service Demodification of [REDACTED] LA.W. C-1 Item Description. FOB: Destination	1	Lot	[REDACTED]	[REDACTED]
				NET AMT	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	LOW RATE INITIAL PRODUCTION (LRIP) UNITS [REDACTED] 1 Lot of 6 units LA.W. C-1 Item Description. Delivery of 1 per month starting 14mths after option exercise. FOB: Destination		Lot		

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Lot		
OPTION	LRIP INTERIM CONTRACTOR SUPPORT				
	Maintenance support of CLIN 1002 IAW C-1 Item Description.				
	FOB: Destination				

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Lot		
OPTION	HARDWARE LEVEL III DATA PKG				

[REDACTED]

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Lot		
OPTION	SOFTWARE MAINTENANCE PACKAGE				

I.A.W. C-1 Item Description.  
FOB: Destination

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	ENGINEERING TRADE STUDIES				
OPTION					



FOB: Destination

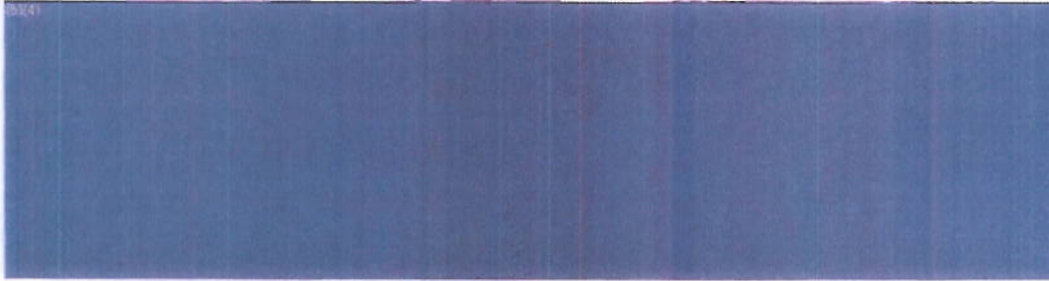
ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE




B-1 INCENTIVE PROVISIONS

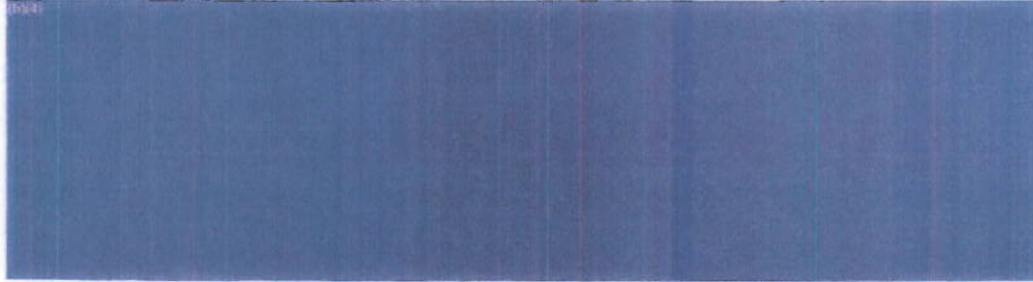
Item 0001 SYSTEM DESIGN  Incentive fee description:

If Critical Design Review (CDR) and design maturity (IAW clause C-1, para 0001) are met, the Contractor earns fee based on the following criteria:



Item 0002 SOFTWARE DEVELOPMENT 

If the post-CDR software requirements (IAW clause C-1, para 0002) are met, the Contractor earns fee based on the following criteria:



Item 0003 TEST/INTEGRATE/DEVELOP/QUAL FLIGHT TEST  

a. Sub-item 0003AA - If the Hardware Assembly and Development Testing requirements (IAW clause C-1, para 0003AA) are met, the Contractor earns fee based on the following criteria:



- (1)
- (2)
- (3)
- (4)
- (5)

b. Sub-item 0003AB - If the Qualification Flight Test requirements (LAW clause C-1, para 0003AB) are met, the Contractor earns fee based on the following criteria:

- (1)
- (2)
- (3)
- (4)
- (5)

**B-2 FIXED FEE WITHHOLDING (FAR52.216-8) FIXED FEE (MAR 1997)** (for Items 0004, and if and to extent exercised, option items 1003 and 1006)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed [redacted] percent of the total fixed fee or \$ [redacted] whichever is less. The Contracting Officer shall release [redacted] percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to [redacted] percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

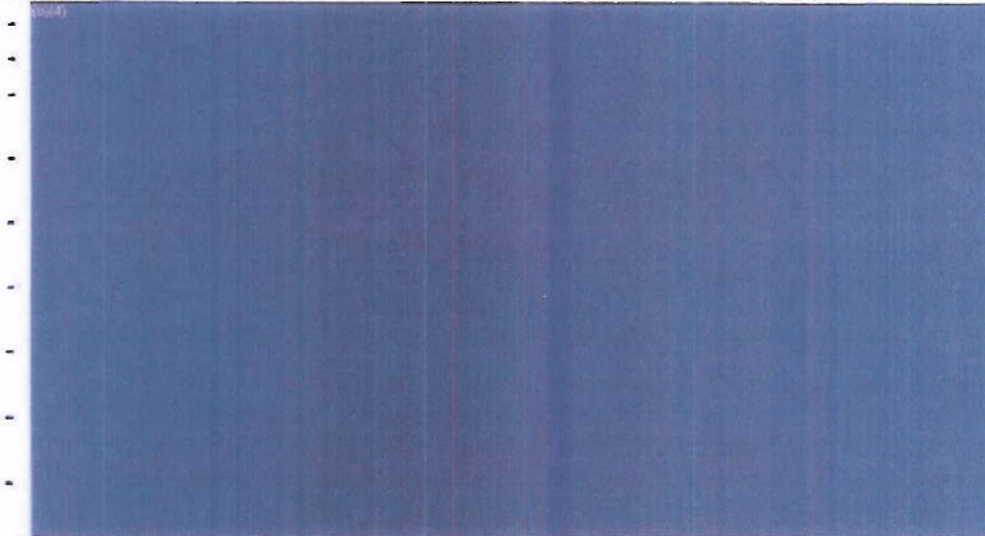
(End of clause)

Section C - Descriptions and Specifications

C-1 DESCRIPTION OF ITEMS

0001 SYSTEM DESIGN (SOW 3.1.1-3.1.5, 3.2, 3.3.1-3.3.8, 3.4.1-3.4.3, 3.5.1-3.5.4, 3.6.1)

This line item includes all engineering and management activities relating to designing and developing the Silent Knight Radar System (SKR) up to and including Critical Design Review (CDR). It includes for both the hardware and software analysis of requirements, documenting designs, conducting design reviews. It includes the effort required to develop, coordinate, and publish documentation associated with Contract Data Requirement List (CDRL) (Exhibit A). Target performance is completion of CDR to include achieving a high level of design maturity as demonstrated by:



0002 SOFTWARE DEVELOPMENT (SOW Para's: 3.1.1, 3.1.2, 3.2.1 - 3.2.5, 3.3.2, 3.3.3, 3.5.2)

This line item includes all engineering and management activities relating to software development, coding, test, and release requirements analysis, software design, software coding, software testing, and software support post CDR through the remainder of System Design and Development (SDD). This line includes interface definition and modification to aircraft software.

Completion of target performance for this line item shall be indicated by achieving a high level of software design maturity and successful completion (government approval) of a total system software functional qualification test with no moderate to high risk issues unresolved.

0003 TEST HARDWARE ASSEMBLY, CONDUCT UNIT TESTING, INTEGRATE ONTO [REDACTED] AND CONDUCT DEVELOPMENT FLIGHT TEST & QUALIFICATION FLIGHT TEST (SOW 3.4.2, 3.6.1)

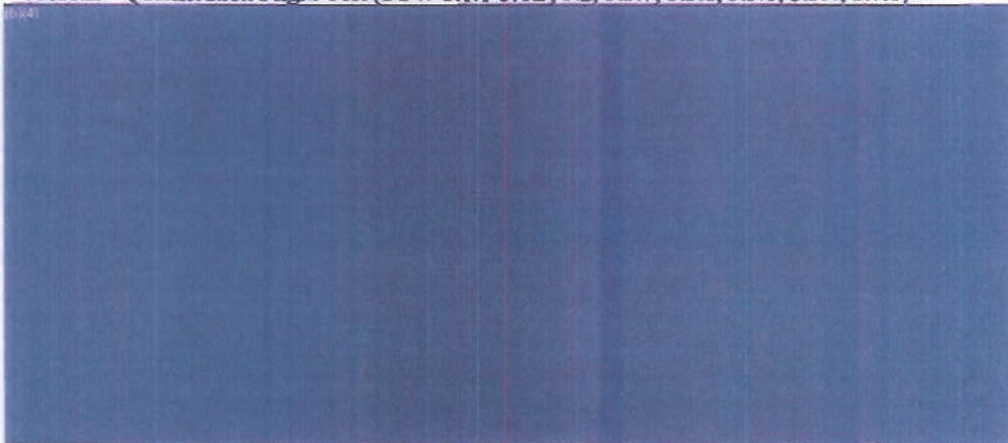
0003AA Hardware Assembly and Development Testing (SOW 3.1.1-3.1.5, 3.2, 3.3.1, 3.3.2, 3.3.4-3.3.8, 3.4.1, 3.4.3, 3.4.4, 3.5.1-3.5.4, 3.6.1, 3.6.2)

This line item includes all engineering and management activities relating to the acquisition and assembly of hardware into Silent Knight assemblies, subsystems, and end item systems. Unit testing shall include development testing, environmental testing, supporting system integration laboratories requirements, and any contractor testing prior to integration onto a military aircraft. It includes producing and maintaining the units required to support development test.

This line item includes the analysis and testing needed to verify the system requirements are met to include unit level functional testing, environmental qualification, and reliability testing. This line includes integration and test in contractor and government system integration laboratories and contractor risk reduction.

This line item includes integrating the system onto the [REDACTED] and conducting development tests to the extent necessary to assure efficient transition to qualification flight test. Target performance occurs when the Contractor demonstrates a high level of system design maturity through developmental testing and by successful completion of a test readiness review (government approval) for entry into multi-mode radar qualification flight testing on [REDACTED] aircraft.

0003AB Qualification Flight Test (SOW 3.1.1-3.1.5, 3.2, 3.3.7, 3.3.8, 3.5.1, 3.5.4, 3.7.1)



0004 [REDACTED] OPERATIONAL SUITABILITY TEST AND AIRWORTHINESS CERTIFICATION (SOW 3.1.1-3.1.3, 3.1.5, 3.2, 3.5.1, 3.7.2)

This line includes the manufacturing of production representative SKR units (Group A & B) to support operational suitability flight test. This line item includes integrating the test articles onto the aircraft, developing and executing a training program for the government maintainers and flight crews that will conduct flight test, supporting the government planning and execution of the operational flight test program. This line item includes maintaining the availability of spares necessary for conducting operational testing and test asset repair. It includes the cost of addressing aircraft Air Worthiness Certification and Configuration Control Board requirements.

0005 ENGINEERING AND TECHNICAL SERVICES (COST REIMBURSEMENT)

This line includes engineering services to complete development/test activities and resolve technical, hardware, and/or software low risk issues and deficiencies identified during the program and at various design reviews and to complete engineering design.

0005AA FINAL ENGINEERING SERVICES TO COMPLETE ITEM 0001 - This sub-line item includes such engineering and management activities as may be required following CDR to complete line item 0001 correct low risk issues and deficiencies required to complete system design. (SOW 3.1.2, 3.4.1)

0005AB FINAL SOFTWARE ENGINEERING TO COMPLETE CLIN 0002 - This sub-line item includes such engineering and management activities as may be required following functional qualification test, and to correct low risk issues required to complete software design. (SOW 3.4.2, 3.6.1, 3.7.1)

0005AC FINAL ENGINEERING SERVICES TO COMPLETE CLIN 0003 - This sub-line item includes such engineering and management activities as may be required following qualification test, and to correct any outstanding 0003AB low risk issues required to complete qualification. (SOW 3.7.2)

0006 LOGISTICS SUPPORT PLANNING (SOW 3.3.9, 3.6.1, 3.7.1, 3.7.2)

This line item includes developing the integrated logistics support plan for the long term sustainment of the Silent Knight system. This includes analysis associated with manpower and supply support, development of a training program for maintenance personnel and flight crews and development of source data. This includes facilities, packaging, handling, storage, transportation, and support equipment.

0007 CONTRACT DATA (SOW Table 3-2, Table 3-6, and Exhibit A CDRLs)

This line item includes gathering, formatting, and delivering program information necessary to meet the Government requirements as identified in the Annex A CDRLs. This line includes the cost of developing, validating, and delivering data required for the development of aircraft technical data.

OPTION ITEMS

- 1001 Test Aircraft Return to Service (SOW 3.8.1)  
This option item, if exercised, includes de-modifying the flight test aircraft and returning the aircraft to service in the original aircraft configuration.
- 1002 Low Rate Initial Production Units (SOW 3.8.2)  
This option item, if exercised, provides six end item SKR systems to demonstrate production readiness and provide initial units for fielding to bridge to production contract award.
- 1003 LRIP Interim Contractor Support of 1002 (SOW 3.8.3)  
This option item, if exercised, provides maintenance support of line item 1002 initially fielded LRIP units to maintain operational capability. This shall include maintaining sufficient spares to assure asset availability without impact to fielded units.
- 1004 Hardware Reprourement Package (SOW 3.8.4)  
This option item, if exercised, procures unrestricted data rights to SKR hardware design data to a sufficient detail to permit competitive procurement of production systems.
- 1005 Software Maintenance Package (SOW 3.8.5)

This option item, if exercised, provides unrestricted data rights to the Government to maintain software or to issue a competitive award of a software maintenance contract for long term support of the SKR system.

1006 Engineering Trade Studies

(SOW 3.8.6)

This option item, if exercised, shall be for engineering level of effort trade studies as described in directional tasking letters.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Origin	Government	Origin	Government
0005AA	Origin	Government	Origin	Government
0005AB	N/A	N/A	N/A	Government
0005AC	N/A	N/A	N/A	Government
0006	Destination	Government	Destination	Government
0007	Origin	Government	Origin	Government
1001	Destination	Government	Destination	Government
1002	Origin	Government	Origin	Government
1003	Origin	Government	Origin	Government
1004	Origin	Government	Origin	Government
1005	Origin	Government	Origin	Government
1006	Origin	Government	Origin	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003
5652.246-9001	Material Inspection and Receiving Reports (DD 250) Mailing Addresses (2001)	JUN 2001

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-JAN-2007 TO 30-SEP-2008	N/A	RAYTEBON COMPANY STEPHEN MARTINEZ 2501 W. UNIVERSITY DR. MCKINNEY TX 75070-0801 FOB: Origin	CG0P51
0002	POP 01-OCT-2008 TO 09-JUN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin	CG0P51
0003	POP 01-OCT-2008 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	CG0P51
0003AA	POP 01-OCT-2008 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	CG0P51
0003AB	POP 01-OCT-2010 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	CG0P51
0004	POP 01-OCT-2012 TO 09-APR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	CG0P51
0005	N/A	N/A		N/A
0005AA	POP 01-OCT-2008 TO 09-APR-2013	N/A	FOB: Destination	F2VUB0
0005AB	POP 10-JUN-2010 TO 30-SEP-2012	N/A	FOB: Destination	F2VUB0
0005AC	POP 01-OCT-2012 TO 01-MAY-2013	N/A	FOB: Destination	F2VUB0
0006	POP 01-OCT-2008 TO 09-APR-2013	N/A	FOB: Destination	F2VUB0
0007	POP 02-JAN-2007 TO 09-APR-2013	N/A	FOB: Destination	F2VUB0
1001	3 months ARO	1	FOB: Destination	F2VUB0
1002	1 per month starting 14 months ARO	Lot of 6	FOB: Destination	F2VUB0



1003	POP 01-MAR-2013 TO 30-APR-2016	N/A	FOB: Destination	F2VUB0
1004	15 months ARO	1	FOB: Destination	F2VUB0
1005	6 months ARO	1	FOB: Destination	F2VUB0
1006	01 Jan 2007 through 31 Dec 2008	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA



CLAUSES INCORPORATED BY REFERENCE

52.216-7	Allowable Cost And Payment	DEC 2002
52.232-20	Limitation Of Cost	APR 1984
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

G-5652.216-9000 Fixed Fee Information (2003)

Subject to the requirements of FAR 52.216-8 and all other withholding requirements of this contract, the fixed fee stated in Section B shall be paid to the contractor at the same percentage rate as the percentage of incurred and allowable costs proportionate to the total estimated cost.

(end of clause)

G-5652.232-9000 Funding Schedule (2003)

(a) In accordance with FAR 52.232-22, funds in the amount of [REDACTED] have been allotted to cover an estimated period of performance through [REDACTED]. No legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(b) It is anticipated that additional funds will be obligated in accordance with the following schedule:

LAW performance progress.

(end of clause)

G-5652.232-9003 Paying Office Instructions (2005)

(a) The Primary Contracting Office Point of Contact is: Ms. Kim DeBois Sousa, SOAL-KBB, 7701 Tampa Pt Blvd, [deboisk@socom.mil](mailto:deboisk@socom.mil), 813-828-7077.

(b) The Administrative Contracting Office Point of Contact is:

[REDACTED] Administrating Contract Officer  
Defense Contract Management Agency (DCMA) Dallas - Raytheon, McKinney  
2501 W. University Dr M/S 8010  
McKinney, TX 75071  
[REDACTED]

(c) The Requiring Activity Office Representative is:

[REDACTED]

(d) Invoice(s) should be forwarded directly to the following designated billing office:

DFAS - Columbus Center  
West Entitlement Operations  
PO Box 182381  
Columbus, OH 43218-2381

(e) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, Block 18a on Standard Form 1449, or otherwise designated paying office.

(f) Payment to the contractor shall be mailed to the following address

[REDACTED]

(g) Special Payment Instructions: None.

(end of clause)

G-5652.232-9004 Distribution of Vouchers/Invoices (2005)

(a) The contractor shall forward vouchers/invoices electronically to the addresses below in a simultaneous mailing.

(1) DCAA Richardson Branch Office  
801 E. Campbell Rd, Suite 230  
Richardson, TX 75081-1819  
[Dcaa-fao3531@dcaa.mil](mailto:Dcaa-fao3531@dcaa.mil)

(2) USSOCOM [REDACTED]

(3) [REDACTED] Administrating Contract Officer  
Defense Contract Management Agency (DCMA) Dallas - Raytheon, McKinney  
2501 W. University Dr M/S 8010  
McKinney, TX 75071  
[REDACTED]

(b) Contract Completion voucher shall be submitted to:

DCMA and DCMA offices specified in (a) (1) and (3) above.

(c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

(end of clause)

## Section H - Special Contract Requirements

H - SPECIAL INSTRUCTIONS**H-1 POST AWARD CONFERENCE INSTRUCTIONS**

The contractor shall propose and provide support for the following reviews on the dates and at the locations indicated:

- (a) Post Award, within 60 days ACA, Contractor's Facility;
- (b) Program Management/Supportability Reviews, up to every 3 months ACA for up to 1 year, Contractor's facility.

**H-2 EXCUSABLE DELAY FOR PURPOSES OF DETERMINING FEE EARNED (Items 0001, 0002, and 0003 (0003AA, 0003AB))**

(a) For purposes of determining incentive fee, if the contractor fails to meet the conditions for the line item(s) in question (in whole or in part) and such failure occurs because:

The agreed upon manner of performance has become impracticable, either by

(i) Occurrences such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather (not to include Tropical Storm); or

(ii) Good Faith compliance with any foreign or domestic governmental regulation (whether or not it later proves to be invalid).

(b) Then the Contracting Officer shall make an equitable adjustment to the target cost and/or target schedule.

However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(c) Notice to the Government: It is the Contractor's duty to promptly bring to the Government's attention any occurrence or non-occurrence that hinders or delays its ability to perform. It is also the Contractor's burden to timely and promptly submit a claim requesting the equitable relief it believes it is entitled to under this clause. A claim under this clause shall not be allowed -

- (i) For any delay or cost incurred more than 20 calendar days before the Contractor shall have notified the Contracting Officer in writing (including email) of the act or failure to act involved; or
- (ii) For any delay or costs incurred that could have been prevented if the Contractor had more timely brought the delay to the attention of the Government.

**H-3 GOVERNMENT DOWN TIME FOR VARIOUS REASONS (SOFARS 5652.216-9005) (2005)**

From time to time Government installations may be closed in response to an unforeseen emergency or similar occurrence, or by order of the President, Secretary of Defense, or installation commander. Designated emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire.

(a) Under such designated emergencies or other ordered base closures, contractor personnel will not be allowed on the Government installation unless specifically approved by the Contracting Officer in accordance with installation policies and procedures. If an emergency requiring installation closure occurs while contractor personnel are on the installation, contractor personnel shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner unless otherwise directed by the Contracting Officer.

(b) If the installation closure causes a delay in the work required by the contract, the Government may:

- (1) grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
  - (2) terminate the work or a portion of the work.
  - (3) reschedule the work on any day satisfactory to both parties.
  - (4) permit the contractor to perform at an off-site location during the period of installation closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed off-site. There shall be no adjustment to the contract labor rates for work performed off the installation.
  - (5) require that the Contractor continue on-site performance during the installation closure period in accordance with installation procedures.
- (end of clause)

**H-4 PLACE OF PERFORMANCE (FAR 52.215-6) (Oct 1997).**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends  does not intend  to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

**H-5 Disclosure of Unclassified Information (SOFARS 5652.204-9003) (2006)**

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 552 (10 USC 552). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

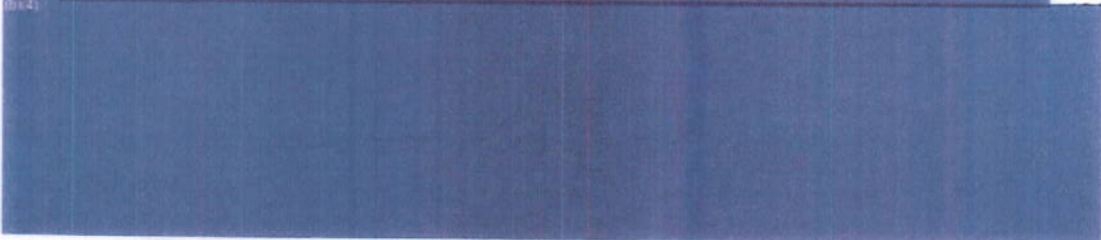
c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.  
(end of clause)

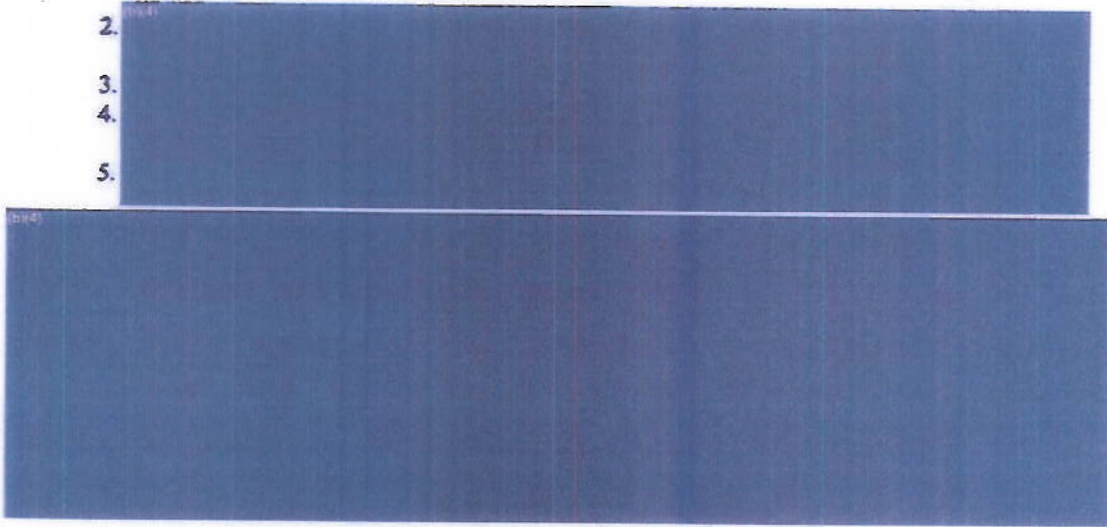
**H-6 Use of Contractor Support/Advisory Personnel as Contract Specialists (SOFARS 5652.209-9003) (2005)**

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

**H-7**

- 2.
- 3.
- 4.
- 5.





## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotization	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-24	Limitation Of Liability--High-Value Items	FEB 1997
52.245-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996

252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data-Noncommercial Items	NOV 1995
252.227-7013	Rights in Technical Data-Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7021	Rights In Data-Existing Works	MAR 1979
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data-Withholding Of Payment	MAR 2000
252.227-7034	Patents-Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents-Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7005	Cost/Schedule Status Report	MAR 2005
252.242-7006	Cost/Schedule Status Reports Plans	MAR 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5652.245-9000	Rent-Free Use of Government Furnished Property (GFP) (1998)	MAY 1999

#### CLAUSES INCORPORATED BY FULL TEXT

##### 1-52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

---

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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(End of clause)

This contract 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 this/these address(es):

<http://farsite.hill.af.mil/farsites.html>

<http://www.srnet.gov/far/>

(End of clause)

I-252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

I-5652.201-9001 Technical Representative (2005)

(a) The Contracting Officer may appoint one or more Government employees as a technical representative to assist the Contracting Officer with scientific engineering or field of discipline matters directly related to the contract. The technical representative is not authorized to act on behalf of the Contracting Officer or to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(b) The appointments will be in writing, signed by the Contracting Officer.

(end of clause)

I-5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is Ms. Kim DeBois Sousa, 813-828-7077, [deboisk@socom.mil](mailto:deboisk@socom.mil).

(end of clause)

## I-5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

## I-5652.216-9002 Withholding of Fixed Fee or Incentive Fee (2005)

Pursuant to FAR 52-216-8 "Fixed Fee" or FAR 52.216-10 "Incentive Fee", the withheld amount of the fixed or incentive fee shall not exceed [redacted] of the total fee or \$ [redacted] whichever is less.

(end of clause)

## I-5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination therefore, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

(1) Federal Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at [http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC) in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(end of clause)

I-5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

I-5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

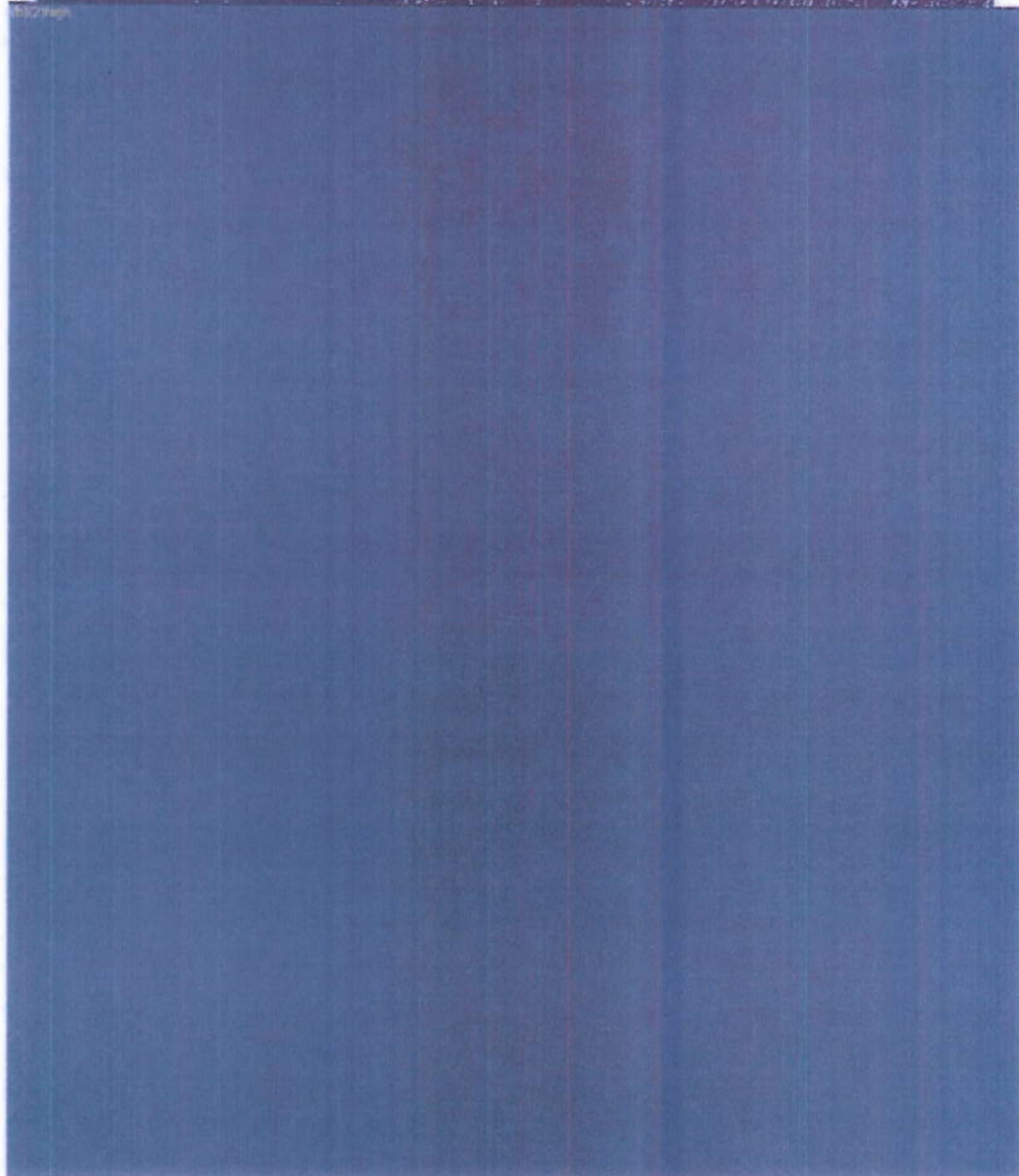
(end of clause)

I-5652.245-9004 Delivery Requirements for Government-Furnished Property (2003)



Government furnished property available for use by the contractor is listed (See Table SK 633 below).

Government Furnished Information



The following Government Furnished Information is also provided for reference purposes:

ADS-51 Handbook

(end of clause)

I-5652.246-9001 Material Inspection and Receiving Reports (DD 250) Addresses (2001)

Material Inspection and Receiving Reports shall be transmitted electronically in accordance with DFAR 252.246-7000 to the following addresses:

[REDACTED] Administrating Contract Officer  
Defense Contract Management Agency (DCMA) Dallas - Raytheon, McKinney  
2501 W. University Dr M/S 8010  
McKinney, TX 75071  
[REDACTED]

(end of clause)

I-5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## J-1 Exhibit/Attachment Table of Contents

<u>DOC TYPE</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>DATE</u>
Attachment 1	ID & Assertion of Restrictions (for DFARS 252.227-7017)	7	21 Aug 06
Attachment 2	Specification U0141FEY Rev B(FOUO)	288	26 Nov 06
Attachment 3	SOW U0141FEW Rev B (FOUO)	75, incl Appx A, B, C	26 Nov 06
Attachment 4	DD254 (FOUO)	3	12 Dec 06
Attachment 4A	DD254 - FOUO Protection	2	12 Dec 06
Attachment 5	Security Classification Guide (FOUO)		8 Jun 06
Attachment 6	Systems Engineering Plan U0141FF6 Rev A (FOUO)	1-56, incl Annexes	6 Nov06
Attachment 7	Air-Qualification Specification U0141FFC Rev A	62	6 Nov 06
Attachment 8	Engr Trade Study Cost Elements	1	3 Oct 06
Attachment 9	Raytheon Comprehensive Subcontracting Plan	20	29 Sep 06
Exhibit A	CDRLs	19	26 Nov 06

## CLAUSES INCORPORATED BY REFERENCE

252.235-7011	Final Scientific or Technical Report	NOV 2004
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