

**Raytheon**

Customer Success Is Our Mission

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE  
CATALOG/PRICELIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**FEDERAL SUPPLY SCHEDULE 70 –  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE, AND SERVICES**

**132-8 PURCHASE OF NEW EQUIPMENT – FSC / PSC CODE 7010**

**132-34 MAINTENANCE OF SOFTWARE AS A SERVICE – FSC / PSC CLASS J070**

**132-50 TRAINING COURSES - FSC / PSC CODE U012**

**132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES – FSC / PSC CODE D399**

FPDS Code D301 IT Facility Operation and Maintenance  
FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D310 IT Backup and Security Services  
FPDS Code D311 IT Data Conversion Services  
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services  
FPDS Code D316 IT Network Management Services  
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services  
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of, and in conjunction with the purchase of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

**CONTRACT NUMBER: GS-35F-204GA**

**CONTRACT PERIOD: 27 JANUARY 2017 through 26 JANUARY 2022**

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)

**CONTRACTOR:** RAYTHEON COMPANY  
22265 Pacific Boulevard  
Dulles, VA 20166  
Phone: 571-250-1082  
Fax: 571-250-3055  
Email: [SCH70@raytheon.com](mailto:SCH70@raytheon.com)  
Administrator: Robin Klonarides  
[www.raytheon.com](http://www.raytheon.com)

**BUSINESS SIZE:** Large

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**SECTION 1 – INFORMATION FOR ORDERING ACTIVITIES**  
**APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation, SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ On-line shopping services ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov/fas](http://www.fss.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**CUSTOMER INFORMATION:**

**1. A. AWARDED SPECIAL ITEM NUMBER (SINs)**

SIN	DESCRIPTION
132-8	Purchase of New Equipment
132-34	Maintenance of Software as a Service
132-50	Training Courses
132-51	Information Technology (IT) Professional Services

**1. B. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**

SIN	MODEL	PRICE
132-8	Center Display Unit (CDU) System Upgrade	\$47,572.00
132-34	Yearly Maintenance for Interdaptor® Qty 10+ Run Time License	\$332.48
132-50	3 hour Executive Level Cyber Course	\$9,410.00

**1. C. HOURLY RATES: SEE RATES TABLE ON PAGES 32 & 33 (SIN 132-51)**

**2. MAXIMUM ORDER: (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT  
 1. PAYMENT.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
  2. Special Item Number 132-8 - Purchase of Equipment
  - Special Item Number 132-34 – Maintenance of Software as a Service
  - Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for Special Item Number 132-50 (SIN), Training courses, is \$25,000.

**3. MINIMUM ORDER:** THE MINIMUM DOLLAR VALUE OF ORDERS TO BE ISSUED IS \$100.

**4. GEOGRAPHIC SCOPE OF CONTRACT**

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port of consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

The Geographic Scope of Contract will be domestic and overseas delivery.

The Geographic Scope of Contract will be overseas delivery only.

The Geographic Scope of Contract will be domestic delivery only.

**5. POINTS OF PRODUCTION: U.S.**

**6. DISCOUNTS:** PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED

**7. QUANTITY DISCOUNT(S):** AS NEGOTIATED AND MUTUALLY AGREED TO FOR EACH INDIVIDUAL DELIVERY/TASK ORDER.

**8. PROMPT PAYMENT TERMS:** NONE

**9. A. GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**

**9. B. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**

**10. FOREIGN ITEMS:** NONE

**11. DELIVERY SCHEDULE**

a. TIME OF DELIVERY

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

Special Item Number	Delivery Time (Days ARO)
132-8 Purchase of Equipment	30 Days – 180 Days (dependent on each product)

b. EXPEDITED DELIVERY TIMES – None

c. OVERNIGHT AND 2-DAY DELIVERY – None

d. URGENT REQUIREMENTS

When the Federal supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. Raytheon shall reply to the inquiry within three workdays after receipt. (Raytheon shall confirm telephone replies in writing.) If Raytheon offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery timeframe shall be delivered within this shorter delivery time, and in accordance with all the other terms and conditions of the contract.

## 12. FOB POINT: DESTINATION

## 13.A. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

### **Ordering Address:**

Raytheon Company  
22265 Pacific Boulevard  
Dulles, VA 20166  
Attn: GSA Contracts Department  
Phone: 571-250-1082  
Fax: 571-250-3055  
[Sch70@raytheon.com](mailto:Sch70@raytheon.com)

Or, as specified on individual task proposal.

**13.B. ORDERING PROCEDURES:** FOR SUPPLIES AND SERVICES, THE ORDERING PROCEDURES, INFORMATION ON BLANKET PURCHASE AGREEMENT (BPA'S) ARE FOUND IN FEDERAL ACQUISITION REGULATION (FAR) 8.405-3

## 14. PAYMENT ADDRESS:

As specified on individual task proposal.

Contractors must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (see GSAR 552.232-79 for Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

571-250-1082

**15. WARRANTY PROVISION:** STANDARD COMMERCIAL WARRANTY. CUSTOMER SHOULD CONTACT CONTRACTOR FOR A COPY OF THE WARRANTY.

**16. EXPORT PACKING CHARGES:** NOT APPLICABLE

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**  
(any thresholds above the micro-purchase level).

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

**19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

- 20.A. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24.A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G. RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS):** N/A
- 24.B. SECTION 508 COMPLIANCE FOR EIT:** N/A
- 25. DUNS NUMBER:** 001339159
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** REGISTERED IN SAM DATABASE

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

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**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

See Attached Price List.

SOTM Training and SOTM Installation is available for CONUS, Alaska, and Hawaii only.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. **OPERATING AND MAINTENANCE MANUALS.** Raytheon shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## 5. INSPECTION/ACCEPTANCE

Raytheon shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## 6. WARRANTY

- a. Raytheon's standard commercial warranty is 3 months to 3 years.
- b. Raytheon warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, Raytheon will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at Raytheon's plant, the address is as follows: Address provided on a per order basis.

## 7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## 8. RESPONSIBILITIES OF THE CONTRACTOR

Raytheon shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## 9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF SOFTWARE AS A SERVICE  
(SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY SOFTWARE**

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## **1. INSPECTION/ACCEPTANCE**

1. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

## **2. END USER LICENSE AGREEMENTS REQUIREMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

## **3. GUARANTEE/WARRANTY**

3. a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty. Subject to terms and limitations herein, the media on which the Software is provided shall be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the delivery date (hereinafter "Media Warranty Period"), and Raytheon Oakley Systems (hereinafter ROS) shall replace any defective media which is not in accordance with such warranty provided that it is notified in writing of the claimed defect during the Media Warranty period; and,

- (1) Subject to terms and limitations herein, ROS makes no warranty for Hardware delivered pursuant to this general terms and conditions agreement. Hardware warranty, if any, shall be that made by the Original Equipment Manufacturer (OEM) and any benefits and/or limitations of OEM warranty shall transfer to CUSTOMER upon Hardware delivery (the "OEM Warranty"); and,
- (2) Subject to terms and limitations herein, for a period of ninety (90) days from the Software acceptance date, as detailed in Article 7, the Software will perform in accordance with the Documentation listed in Schedule "A" (the "Software Warranty"). The Software Warranty shall not apply to Software: (i) used for purposes not designated or intended, or (ii) which have been modified, repaired or altered without ROS's prior written consent, or (iii) which have been subject to misuse, negligence, accident or improper maintenance or installation, or (iv) equipment/hardware defects, or (v) interaction with software not provided by ROS, or (vi) upon ROS's examination, do not disclose to ROS's satisfaction nonconformance to the Software Warranty. In order to have benefit of the aforementioned warranty, CUSTOMER must notify ROS, in writing and prior to the expiration of the Software Warranty period, of a material and reproducible failure of the Software to perform. ROS's sole obligation with respect to the aforementioned warranty will be to either (a) use commercially reasonable efforts to repair or correct the reported defect, or (b) if it concludes that repair or correction is not possible within a reasonable

period of time, terminate the general terms and conditions agreement granted herein and, promptly after return of the Software by CUSTOMER, refund the License fees paid by CUSTOMER theretofore. The foregoing is CUSTOMER's sole and exclusive remedy; and,

- (3) Due to the non-standard/non-controlled nature of the endpoint workstations and laptops onto which the Software agent will be installed, ROS makes no warranty as to the interoperability between the Software and the investigative target's system, if any; and, ROS makes no warranty of the rate at which the Software monitoring policies either (i) do not detect breaches of a policy, or (ii) generate false positives for non-breaches of policy; and,
- (4) THE WARRANTIES SET FORTH IN THIS ARTICLE 8 ARE THE ONLY WARRANTIES MADE BY ROS TO THE CUSTOMER IN CONNECTION WITH THE SOFTWARE OR MEDIA OR HARDWARE. NEITHER ROS NOR ANY OF ITS SUPPLIERS OR LICENSORS MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, MEDIA, HARDWARE OR OTHER MATERIALS PROVIDED BY ROS OR ANY MAINTENANCE SERVICES PROVIDED HEREUNDER. ROS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ROS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE (NOT SUPPLIED BY ROS), NOR DOES ROS WARRANT THAT THE SOFTWARE WILL OPERATE ON OR IN CUSTOMER'S SYSTEM(S), HARDWARE, OR ENVIRONMENT. ROS FURTHER DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE NOR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. ROS's total liability, in the event of a breach of warranty under this Article 8 shall in no event exceed the total amount OF Fee(s) paid to it by CUSTOMER hereunder. Raytheon's remedy for any warranty DEFAULT shall not EXTEND THE WarrantyPeriod.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### **4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 877-280-1593 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 a.m. to 5:00 p.m. U.S. Mountain Time, Monday through Friday, excluding holidays. (For purposes of this Service, the term "Recognized Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.)

## 5. SOFTWARE MAINTENANCE

### a. Software maintenance as it is defined:

#### 1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

#### 2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324), PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOW ON ON THE INVOICE.

## 6. PERIODS OF MAINTENANCE

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

## 7. UTILIZATION LIMITATIONS

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 7.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **8. SOFTWARE CONVERSIONS**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another.

## **9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **10. RIGHT TO COPY PRICING**

The Contractor shall insert the discounted pricing for right to copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO CLASSROOM TRAINING COURSES FOR  
INFORMATION TECHNOLOGY (IT) EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

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**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

## 6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

## 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

## 9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

NONE

## TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

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### 1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### 2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### 3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### 4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.



- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009) (DEVIATION I – FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIIONS-COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## 9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed

under this contract. 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition as prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rates for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**13. 13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

**14. 14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**15. 15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

**16. 16. RAYTHEON LABOR TITLE DESCRIPTIONS**

Description	Minimum Education Level	Minimum Years of Experience
<p><b>PROGRAM MANAGER</b></p> <p>Required to have at least 8 years of Program Management experience and/or IT and telecommunications system management experience within the scope of the contract. Must be able to exercise independent judgement and solve technical, administrative, and managerial problems. Has ultimate responsibility for planning and coordinating staff, and managing costs, quality, and schedule. Manages teams of contract support personnel at multiple locations, and maintains and manages the client interface at the senior levels of the client organization. Meets with customer and contractor personnel to formulate and review task plans and deliverable items. Ensures conformance with program task schedules and costs.</p>	Bachelor's degree or equivalent	8
<p><b>PROJECT MANAGER</b></p> <p>Required to have at least 4 years of Project Manager experience and/or IT and telecommunications system management experience within the scope of the contract. Must be able to exercise independent judgement and solve technical, administrative, and managerial problems. Has responsibility for planning and coordinating staff, and managing costs, quality, and schedule. Provides applications systems analysis and programming activities for a Government site, facility or multiple locations. Prepares long and short-range plans for application selection, systems, development, Systems Maintenance, and production activities and for necessary support resources. Oversees all aspects of projects including day-to-day management of overall contract support operations.</p>	Bachelor's degree or equivalent	4

Description	Minimum Education Level	Minimum Years of Experience
<p><b>PRINCIPAL STAFF ADVISOR</b></p> <p>Required to have at least 10 years as Principal Staff Advisor and/or IT experience within the scope of the contract. Unique knowledge of one or more fields of specialization with extensive knowledge of customer requirements. A recognized expert in one or more disciplines such as business, computer science, engineering, mathematics, or the various sciences. Provides Information technology knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge for effective implementation. Able to guide teams, analyze complex problems, propose unique solutions, problem solve and make decisions which impact technical or financial results of cross functional business areas, communicate results, and negotiates actions. Serves often as a prime point of contact for customers in a management or lead position.</p>	Bachelor's degree or equivalent	10
<p><b>SENIOR STAFF MEMBER</b></p> <p>Required to have at least 8 years of experience as Sr. Staff Member and/or IT experience within the scope of the contract. In-depth knowledge of Information Technology and/or highly specialized applications and operational environments and able to lead large tasks often serving in leadership role. Responsible for meeting user requirements and may be primary customer interface. Capable of directing activities, evaluating requirements, and develop solutions to highly complex problems. Makes decisions with visible technical or financial impacts on the business or process. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, and methods to exceptionally difficult and narrowly defined technical problems in Information Technology and engineering applications to arrive at automated solutions.</p>	Bachelor's degree or equivalent	8
<p><b>STAFF MEMBER</b></p> <p>Required to have at least 6 years of experience as Staff Member and/or IT experience within the scope of the contract. Broad knowledge of Information Technology and/or highly specialized application and operational environment and able to implement tasks. Works within general instructions on broadly defined projects. Under limited supervision, solves complex problems and makes limited decisions and recommendations. Able to lead small tasks and provide direction, to articulate and brief matters to the customer, and to interpret data and apply principles and concepts to effectively solve technical or business problems in Information Technology and engineering applications to arrive at automated solutions.</p>	Bachelor's degree or equivalent	6
<p><b>SR. SYSTEMS ARCHITECT</b></p> <p>Experience with advanced and special analytical skills focused on information systems. Must have an advanced understanding and specialized expertise in computer technology such as real-time, databases, user interfaces, information processing, and exploitation.</p>	Bachelor's degree or equivalent	8
<p><b>SR. SYSTEMS ENGINEER</b></p> <p>Experience providing technical analysis engineering and direction of information system development and testing. Duties include but are not limited to defining requirements, technical guidance and direction, system testing, and appraising and presenting solutions.</p>	Bachelor's degree or equivalent	8
<p><b>SYSTEMS ENGINEER</b></p> <p>Experience providing technical analysis engineering and direction of information system development and testing. Duties include but are not limited to defining requirements, technical guidance and direction, system testing, and appraising and presenting solutions.</p>	Bachelor's degree or equivalent	4
<p><b>JR. SECURITY ENGINEER</b></p> <p>Frequent use and application of technical standards, principles, theories, concepts and techniques spanning a variety of security domains whether it be physical, cyber, information or system. Provides solutions to a variety of technical problems of moderate scope and complexity. Works under general supervision. Follows established procedures. Contributes to the completion of milestones associated with specific projects.</p>	B.S./B.A. in Engineering, Science, or Mathematics	2

Description	Minimum Education Level	Minimum Years of Experience
<b>MID-LEVEL SECURITY ENGINEER</b>	B.S./B.A. in Engineering, Science, or Mathematics	6
<p>Applies extensive technical expertise, and has full knowledge of other related disciplines across a variety of security domains whether it be physical, cyber, information or system. Develops technical solutions to complex problems that require the regular use of ingenuity and creativity. Work is performed without appreciable direction. Exercises considerable latitude in determining technical objectives of assignment. Interacts with senior external personnel on significant technical matters often requiring coordination between organizations.</p>		
<b>JR. PROGRAMMER/ANALYST</b>	Bachelor's degree or equivalent	-
<p>Performs routine design, coding, and documentation of application programs for computers in related equipment used for information management projects.</p>		
<b>CONFIGURATION MANAGEMENT SPECIALIST</b>	Bachelor's degree or equivalent	4
<p>Required to have at least 4 years of experience as Configuration Management Specialist and/or IT product and related software experience within the scope of the contract. Experience in establishing overall requirements, developing plans, implementing directives, and establishing and maintaining disciplined environment to ensure configuration control. Provides configuration management planning, and describes provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software.</p>		
<b>DATA MANAGER</b>	Bachelor's degree or equivalent	4
<p>Experience managing data management functions. Duties include but are not limited to activities involved in the receipt, development, storage, control, and distribution of all project related data.</p>		
<b>PRINCIPAL INFORMATION SYSTEMS SCIENTIST</b>	Bachelor's degree or equivalent	12
<p>Experience performing enterprise-wide set of disciplines for the planning, analysis, design, and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Ensures systems are compatible and in compliance with standards. Provides technical guidance in software engineering techniques and automated task support.</p>		
<b>PRINCIPAL FUNCTIONAL AREA SPECIALIST</b>	Bachelor's degree or equivalent	12
<p>Required to have at least 12 years of experience as Principal Functional Area Specialist and/or IT experience and expertise in a specific functional area within the scope of the contract. Experience in analyzing user/program needs in determining functional requirements. May be knowledgeable in process analysis techniques in the areas of design, integration, and documentation of information systems, and implementation advice on exceptionally complex problems. May have specific expertise in business or functional areas such as financial management, accounting, procurement, and maintenance engineering analysis. Possesses requisite knowledge and expertise recognized in the professional community and is considered an authority in domain area of expertise.</p>		
<b>SR. QA SPECIALIST</b>	Bachelor's degree or equivalent	8
<p>Experience establishing and maintaining policies /procedures for evaluating information management systems and associated documentation.</p>		

Description	Minimum Education Level	Minimum Years of Experience
<p><b>QA SPECIALIST</b></p> <p>Experience in establishing and maintaining policies /procedures for evaluating information management systems and associated documentation.</p>	<p>Bachelor's degree or equivalent</p>	<p>4</p>
<p><b>BUSINESS ANALYST</b></p> <p>Required to have at least 4 years of experience as a Business Analyst and/or IT or business/financial experience within the scope of the contract. Experience in all financial management and administrative activities such as budgeting, staffing, and resource planning, and financial reporting. Duties include but are not limited to developing work breakdown structures, preparing charts, tables, graphs, and diagrams to assist in analyzing resources and market. May provide support in the areas of budget, billing, reporting, and financial management for IT initiatives.</p>	<p>Bachelor's degree or equivalent</p>	<p>4</p>

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

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(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

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To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact (Insert Company Point of contact, phone number, e-mail address, fax number).

**BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION SCHEDULE**

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(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Acquisition Schedule Contract(s)

\_\_\_\_\_.

Federal Acquisition Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Acquisition Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

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Ordering Activity	Date	Contractor	Date
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BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Acquisition Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
  - a. Name of Contractor;
  - b. Contract Number;
  - c. BPA Number;
  - d. Model Number or National Stock Number (NSN);
  - e. Purchase Order Number;
  - f. Date of Purchase;
  - g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - h. Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Acquisition Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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Federal Acquisition Service Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Acquisition Service Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Service Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Service Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

The customer identifies their requirements.

Federal Acquisition Service Schedule Contractors may individually meet the customer's needs, or -

Federal Acquisition Service Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.

Customers make a best value selection.

## Raytheon Products

SINs 132-8, 132-34, 132-50

SIN NO.	ITEM/PART NO.	PRODUCT DESCRIPTION	GSAPRICE
<b>CYBER TRAINING</b>			
132-50	ExCyber3hr	3 hour Executive Level Cyber Course Instructor-led Customer site. Designed for senior leaders and Commanders in cyber or cyber related roles. Sample topics include: Cyber operations concepts; cyber operations technologies; workforce build and retention; counter intelligence; hybrid warfare with cyber; risk assessment; incident management; supply chain vulnerabilities; wireless security; SCADA security; and more. <b>Up to 10 students. Price does not include travel for instructors</b>	\$9,410.00
132-50	ExCyber3hr	3 hour Executive Level Cyber Course Instructor-led Customer site. Designed for senior leaders and Commanders in cyber or cyber related roles. Sample topics include: Cyber operations concepts; cyber operations technologies; workforce build and retention; counter intelligence; hybrid warfare with cyber; risk assessment; incident management; supply chain vulnerabilities; wireless security; SCADA security; and more. <b>11 to 20 students per class at per student price of \$800. Price does not include travel for instructors</b>	\$17,160.00
132-50	ExCyber2d	2 day Executive Level Cyber Course Instructor-led Customer site. Designed for senior leaders and Commanders in cyber or cyber related roles. Sample topics include: Cyber operations concepts; cyber operations technologies; workforce build and retention; counter intelligence; hybrid warfare with cyber; risk assessment; incident management; supply chain vulnerabilities; wireless security; SCADA security; CTF Capstone exercise; and more; <b>Up to 10 students. Price does not include travel for instructors</b>	\$13,325.00
132-50	ExCyber2d	2 day Executive Level Cyber Course Instructor-led Customer site. Designed for senior leaders and Commanders in cyber or cyber related roles. Sample topics include: Cyber operations concepts; cyber operations technologies; workforce build and retention; counter intelligence; hybrid warfare with cyber; risk assessment; incident management; supply chain vulnerabilities; wireless security; SCADA security; CTF Capstone exercise; and more. <b>11 to 20 students per class at per student price of \$1200. Price does not include travel for instructors.</b>	\$24,975.00
132-50	MgrCyber1wk	1 week Manager Level Cyber Course Instructor-led Customer site. Prepares first line supervisors and managers with a string technical overview of cyber and cyber related activities to enhance their understanding and decision making. Sample topics include: Cyber operations concepts and technologies; vulnerability and risk assessment; incident response; law and ethic for cyber; network effects; cyber C2: hacker culture; understanding web attacks; and more. <b>Up to 10 students. Price does not include travel for instructors</b>	\$37,515.00

132-50	MgrCyber1wk	1 week Manager Level Cyber Course Instructor-led Customer site. Prepares first line supervisors and managers with a string technical overview of cyber and cyber related activities to enhance their understanding and decision making. Sample topics include: Cyber operations concepts and technologies; vulnerability and risk assessment; incident response; law and ethic for cyber; network effects; cyber C2: hacker culture; understanding web attacks; and more. <b>11 to 20 students per class at per student price of \$3000. Price does not include travel for instructors.</b>	\$66,615.00
132-50	PracCyber3wk	3 week Practitioner Cyber Course Instructor-led. 120 Hours of instruction at customer site. Lecture, Web-based vignettes, modeling and simulation, hands on virtual red force / blue force cyber war gaming. Sample topics included: 802.11 vulnerabilities; active defense; CNA; CNE; fuzzing; buffer overflows; social engineering and insider threat; pen testing; advance malware detection; wireless exploits; forensics; anti-forensics; root kits; designing secure networks; shell coding; web attacks; advanced persistent threat; incident response; law and ethics; and more. Designed for information technology and mission systems professionals who serve in cyber and/or cyber related role. Up to 10 students. Price does not include travel for instructors	\$100,500.00
132-50	PracCyber3wk	3 week Practitioner Cyber Course Instructor-led. 120 Hours of instruction at customer site. Lecture, Web-based vignettes, modeling and simulation, hands on virtual red force / blue force cyber war gaming. Sample topics included: 802.11 vulnerabilities; active defense; CNA; CNE; fuzzing; buffer overflows; social engineering and insider threat; pen testing; advance malware detection; wireless exploits; forensics; anti-forensics; root kits; designing secure networks; shell coding; web attacks; advanced persistent threat; incident response; law and ethics; and more. Designed for information technology and mission systems professionals who serve in cyber and/or cyber related role. 11 to 20 students per class at per student price of \$8000. Price does not include travel for instructors.	\$178,100.00
132-50	Reverse Engineering, Phoenix, Binary Exploitation, Assembly Programming 5 Day Training Class	40 hour Instructor-led at customer site. Course will include Reverse Engineering, Phoenix, Binary Exploitation or Assembly, based on customer need. Price is per class for up to 10 students per course. Course price does not include travel.	\$35,000.00
132-50	Reverse Engineering, Phoenix, Binary Exploitation, Assembly Programming 5 Day Training Class	40 hour Instructor-led at customer site. Course will include Reverse Engineering, Phoenix, Binary Exploitation or Assembly, based on customer need. Price is per class for 11-20 students per course. Course price does not include travel.	\$66,250.00

	VTC Maintenance		
132-34	RTINGPRO-5M	Yearly maintenance fpr RTI NG Pro Support Plan for 5 federates per federation - single developer	\$967.20
132-34	RTINGPRO-10M	Yearly maintenance fpr RTI NG Pro Support Plan for 10 federates per federation - single developer	\$1934.40
132-34	RTINGPRO-25M	Yearly maintenance fpr RTI NG Pro Support Plan for 25 federates per federation - single developer	\$3868.80
132-34	RTINGPRO-50M	Yearly maintenance fpr RTI NG Pro Support Plan for 50 federates per federation - single developer	\$6770.40
132-34	RTINGPRO-50+M	Yearly maintenance fpr RTI NG Pro Support Plan for 50+ federates per federation - single developer	\$9672.00
132-34	INTR-5410DM	Yearly Maintenance for Interdaptor ® Developer (with 1 Run Time License)	\$967.20
132-34	INTR-5410DM	Yearly Maintenance for Interdaptor ® Developer (with 2-9 Run Time License)	\$866.45
132-34	INTR-5410DM	Yearly Maintenance for Interdaptor ® Developer (with 10+ Run Time License)	\$664.95
132-34	INTR-5410RTLM	Yearly Maintenance for Interdaptor ® Qty 1 Run Time License	\$483.60
132-34	INTR-5410RTLM	Yearly Maintenance for Interdaptor ® Qty 2-9 Run Time License	\$433.23
132-34	INTR-5410RTLM	Yearly Maintenance for Interdaptor ® Qty 10+ Run Time License	\$332.48
132-34	HLA-5420M	Yearly Maintenance for hlaResults ® Qty 1	\$967.20
132-34	HLA-5420M	Yearly Maintenance for hlaResults ® Qty 2-9	\$866.45
132-34	HLA-5420M	Yearly Maintenance for hlaResults ® Qty 10+	\$664.95
132-34	HLAFO-10M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (10 Federates) Qty 1	\$967.20
13-34	HLAFO-10M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (10 Federates) Qty 2-9	\$866.45

132-34	HLAFO-10M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (10 Federates) Qty 10+	\$664.95
132-34	HLAFO-25M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (25 Federates) Qty 1	\$1,740.96
132-34	HLAFO-25M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (25 Federates) Qty 2-9	\$1,559.61
132-34	HLAFO-25M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (25 Federates) Qty 10+	\$1,196.91
132-34	HLAFO-50M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (50 Federates) Qty 1	\$2,127.84
132-34	HLAFO-50M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (50 Federates) Qty 2-9	\$1,906.19
132-34	HLAFO-50M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (50 Federates) Qty 10+	\$1,462.89
132-34	HLAFO-50+M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (50+ Federates) Qty 1	\$2,514.72
132-34	HLAFO-50+M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (50+ Federates) Qty 2-9	\$2,252.77
132-34	HLAFO-50+M	Yearly Maintenance for hlaResults ® Federate Only Using Existing Data Collection Plan (50+ Federates) Qty 10+	\$1,728.87
132-34	VC-10M	Yearly Maintenance for Virtual Control™ (10 monitored computers) Qty 1	\$967.20
132-34	VC-10M	Yearly Maintenance for Virtual Control™ (10 monitored computers) Qty 2-9	\$866.45
132-34	VC-10M	Yearly Maintenance for Virtual Control™ (10 monitored computers) Qty 10+	\$664.95
132-34	VC-25M	Yearly Maintenance for Virtual Control™ (25 monitored computers) Qty 1	\$1,740.96
132-34	VC-25M	Yearly Maintenance for Virtual Control™ (25 monitored computers) Qty 2-9	\$1,559.61
132-34	VC-25M	Yearly Maintenance for Virtual Control™ (25 monitored computers) Qty 10+	\$1,196.91
132-34	VC-50M	Yearly Maintenance for Virtual Control™ (50 monitored computers) Qty 1	\$2,127.84
132-34	VC-50M	Yearly Maintenance for Virtual Control™ (50 monitored computers) Qty 2-9	\$1,906.19

132-34	VC-50M	Yearly Maintenance for Virtual Control™ (50 monitored computers) Qty 10+	\$1,462.89
132-34	VC-50+M	Yearly Maintenance for Virtual Control™ (50+ monitored computers) Qty 1	\$2,514.72
132-34	VC-50+M	Yearly Maintenance for Virtual Control™ (50+ monitored computers) Qty 2-9	\$2,252.77
132-34	VC-50+M	Yearly Maintenance for Virtual Control™ (50+ monitored computers) Qty 10+	\$1,728.87
132-34	DBPro-10M	Yearly Maintenance for Dashboard Pro™ (10 monitored computers) Qty 1	\$967.20
132-34	DBPro-10M	Yearly Maintenance for Dashboard Pro™ (10 monitored computers) Qty 2-9	\$866.45
132-34	DBPro-10M	Yearly Maintenance for Dashboard Pro™ (10 monitored computers) Qty 10+	\$664.95
132-34	DBPro-25M	Yearly Maintenance for Dashboard Pro™ (25 monitored computers) Qty 1	\$1,740.96
132-34	DBPro-25M	Yearly Maintenance for Dashboard Pro™ (25 monitored computers) Qty 2-9	1,559.61
132-34	DBPro-25M	Yearly Maintenance for Dashboard Pro™ (25 monitored computers) Qty 10+	\$1,196.91
132-34	DBPro-50M	Yearly Maintenance for Dashboard Pro™ (50 monitored computers) Qty 1	\$2,127.84
132-34	DBPro-50M	Yearly Maintenance for Dashboard Pro™ (50 monitored computers) Qty 2-9	\$1,906.19
132-34	DBPro-50M	Yearly Maintenance for Dashboard Pro™ (50 monitored computers) Qty 10+	\$1,462.89
132-34	DBPRO-50+M	Yearly Maintenance for Dashboard Pro™ (50+ monitored computers) Qty 1	\$2,514.72
132-34	DBPRO-50+M	Yearly Maintenance for Dashboard Pro™ (50+ monitored computers) Qty 2-9	\$2,252.77
132-34	DBPRO-50+M	Yearly Maintenance for Dashboard Pro™ (50+ monitored computers) Qty 10+	\$1,728.87



CONSOLE DISPLAY UNITS			
132-8	832HN1000-4	Center Display Unit (CDU) system is comprised of 6 Line Replaceable Units (LRU)s, a mounting bracket and a Mode Select Coupler modification Kit. The CDU provides electronic instruments and high definition mission display capability. (Min. Quantity Required) Discount available for large quantity purchases.	\$185,424.00
132-8	832HN1000-6	Center Display Unit (CDU) system upgrade. This modifies three 832HN100-3 LRUs provided by the buyer to 832HN1000-4 versions. (Min. Quantity Required)	\$47,572.00
132-8	832HN1000-7	Rear Center Display Unit (CDU) system is comprised of 6 Line Replaceable Units (LRU)s, a mounting bracket and a Mode Select Coupler modification Kit. The CDU provides electronic instruments and high definition mission display capability. (Min. Quantity Required) Discount available for large quantity purchases.	\$185,424.00
132-8	863HN1000-1	Smart Multifunction Color Display (MFCD) enables rapid development of networked operations and situational awareness capabilities for legacy platforms.	\$161,925.00
132-8	863HN0001-1	Smart Multifunction Color Display (MFCD) Installation Kit. This kit supports Smart MFCD installation for the CH-53E.	\$186,076.00

Raytheon Hourly Rates (Contractor Site Rates)					
SIN 132-51, IT Services					
LABOR CATEGORY	1/27/2017 - 1/26/2018	1/27/2018 - 1/26/2019	1/27/2019 - 1/26/2020	1/27/2020 - 1/26/2021	1/27/2021 - 1/26/2022
Program Manager	\$238.13	\$242.89	\$247.75	\$252.71	\$257.76
Project Manager	\$187.21	\$190.95	\$194.77	\$198.67	\$202.64
Pr. Staff Advisor	\$216.07	\$220.39	\$224.80	\$229.30	\$233.88
Sr. Staff Member	\$181.65	\$185.28	\$188.99	\$192.77	\$196.62
Staff Member	\$136.62	\$139.35	\$142.14	\$144.98	\$147.88
Sr. Systems Architect	\$236.75	\$241.49	\$246.31	\$251.24	\$256.27
Sr. Systems Engineer	\$216.07	\$220.39	\$224.80	\$229.30	\$233.88
Systems Engineer	\$164.66	\$167.95	\$171.31	\$174.74	\$178.23
Jr. Security Engineer	\$216.05	\$220.37	\$224.78	\$229.27	\$233.86
Mid-Level Security Engineer	\$280.88	\$286.50	\$292.23	\$298.07	\$304.03
Jr. Programmer/Analyst	\$130.13	\$132.73	\$135.39	\$138.09	\$140.86
Configuration Mgmt. Specialist	\$142.30	\$145.15	\$148.05	\$151.01	\$154.03
Data Manager	\$136.98	\$139.72	\$142.51	\$145.36	\$148.27
Pr. Information Systems Scientist	\$234.18	\$238.86	\$243.64	\$248.51	\$253.48
Pr. Functional Area Specialist	\$286.81	\$292.55	\$298.40	\$304.37	\$310.45
Sr. QA Specialist	\$154.17	\$157.25	\$160.40	\$163.61	\$166.88
QA Specialist	\$133.51	\$136.18	\$138.90	\$141.68	\$144.52
Business Analyst	\$87.38	\$89.13	\$90.91	\$92.73	\$94.58

Raytheon Hourly Rates (Government Site Rates)					
SIN 132-51, IT Services					
LABOR CATEGORY	1/27/2017 - 1/26/2018	1/27/2018 - 1/26/2019	1/27/2019 - 1/26/2020	1/27/2020 - 1/26/2021	1/27/2021 - 1/26/2022
Program Manager	\$226.79	\$231.33	\$235.95	\$240.67	\$245.48
Project Manager	\$176.61	\$180.14	\$183.75	\$187.42	\$191.17
Pr. Staff Advisor	\$191.21	\$195.03	\$198.93	\$202.91	\$206.97
Sr. Staff Member	\$171.37	\$174.80	\$178.29	\$181.86	\$185.50
Staff Member	\$119.84	\$122.24	\$124.68	\$127.18	\$129.72
Sr. Systems Architect	\$225.48	\$229.99	\$234.59	\$239.28	\$244.07
Sr. Systems Engineer	\$205.78	\$209.90	\$214.09	\$218.38	\$222.74
Systems Engineer	\$153.88	\$156.96	\$160.10	\$163.30	\$166.56
Jr. Security Engineer	\$203.82	\$207.90	\$212.05	\$216.30	\$220.62
Mid-Level Security Engineer	\$248.57	\$253.54	\$258.61	\$263.78	\$269.06
Jr. Programmer/Analyst	\$122.76	\$125.22	\$127.72	\$130.27	\$132.88
Configuration Mgmt. Specialist	\$131.76	\$134.40	\$137.08	\$139.82	\$142.62
Data Manager	\$129.23	\$131.81	\$134.45	\$137.14	\$139.88
Pr. Information Systems Scientist	\$223.03	\$227.49	\$232.04	\$236.68	\$241.41
Pr. Functional Area Specialist	\$273.15	\$278.61	\$284.19	\$289.87	\$295.67
Sr. QA Specialist	\$145.44	\$148.35	\$151.32	\$154.34	\$157.43
QA Specialist	\$125.95	\$128.47	\$131.04	\$133.66	\$136.33
Business Analyst	\$82.43	\$84.08	\$85.76	\$87.48	\$89.22