

ORDER FOR SUPPLIES OR SERVICES

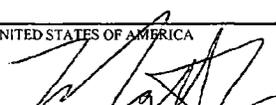
(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Jun 30, 1997

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

1 CONTRACT/PURCH ORDER NO N00383-02-G-018A		2 DELIVERY ORDER NO. UB32		3 DATE OF ORDER (YYMMDD) 2004 AUG 30		4 REQUISITION/PURCH REQUEST NO. YPE04180000435		5. PRIORITY DOA7						
6. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PAACBAG (614)692-2945 / FAX: (614)692-1238 E-mail: Ellen.L.Williams@dla.mil			CODE SP0900		7. ADMINISTERED BY (if other than 6) CMDR DCMC DALLAS 600 NORTH PEARL SUITE 1630 DALLAS TX 75201			CODE S4402A						
9 CONTRACTOR RAYTHEON COMPANY 2501 W UNIVERSITY DRIVE M/S 8064 P. MC KINNEY TX 75070-0801			CODE 96214		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 371 DAYS ARO		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER <small>(See Schedule if other)</small>					
NAME AND ADDRESS			11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS NET 30 days		13. MAIL INVOICES TO See Block 15							
14. SHIP TO See Schedule - Do Not Ship to Address in Block 6			CODE		15. PAYMENT WILL BE MADE BY HQ0339			CODE		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER				
16. DELIVERY <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>			This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.											
16. TYPE OF ORDER			Reference your offer dated 2004 AUG 25, 431-487-0128-30699 and furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYMMDD)					
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:														
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE EG: 97X4930 5CE0 001 26.0 S33150 97X4930 5CE0 001 22.1 S33150 (TRANS)														
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT		
		Remarks: CONFIRMING ORDER -- DO NOT DUPLICATE ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT.				TOTAL: 15								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA BY: 			CONTRACTING/ORDERING OFFICER			25. TOTAL \$ 21495.00		29. DIFFERENCE		30. INITIALS	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED			27. SHIP NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. D.O. VOUCHER NO.		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						34. CHECK NUMBER					
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____									35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO				

CONTINUATION SHEET

Order Number:

N00383-02-G-018A-UB32

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ALL TERMS AND CONDITIONS OF BOA N00383-02-G-018A APPLY AND TAKE PRECEDENCE OVER ANY AND ALL CONFLICTING TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER (AWARD).

LIST OF ATTACHMENTS

- #1 - OBSOLESCENCE CLAUSE
- #2 - RAYTHEON TERMS AND CONDITIONS

SECTION B

PR YPE04180000435
NSN 5855-01-284-6373

ITEM DESCRIPTION:

LENS, INFRARED RECEI

NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS
REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE
INCLUDING DATA FOR THE APPROVED AND ALTERNATE
PART FOR EVALUATION.

CRITICAL APPLICATION ITEM

SPENCER INDUSTRIES INC. (21530) P/N 2769257-1
RAYTHEON COMPANY (96214) P/N 2769257-1

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPE04180000435	0001	15	EA	\$1433.00000	\$21495.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 31: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = XX: OPI = 0:
INTRMDTE CONT = D3: INTRMDTE CONT QTY = AAA:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 01 - FRAGILE.

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall

CONTINUED ON NEXT PAGE

SECTION B

meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: ORIGIN BY: 2005 SEP 05

PARCEL POST/FREIGHT ADDRESS:

SW3119
DEF DIST DEPOT WARNER ROBINS
455 BYRON STREET BLDG 376
ROBINS AFB GA 31098-1887

NON-MILSTRIP
PROJ

REMIT PAYMENT TO:

ATTACHMENT #1

Enclosure (1) to RC
Letter 431-487-0128-30699

OBSOLESCENCE CLAUSE

SECTION A - SUPPLEMENTAL INFORMATION

SCOPE OF WORK COST REIMBURSEMENT LINE ITEM:

1. In the event that the Contractor determines that one or more parts involved in the production of any of the requirements contained in this contract are obsolete, non-procurable or out of production, the Contractor shall provide written notice to the Contracting Officer. This notice will include the Contractor's recommendation to correct the problem and should be in one of the following general categories: (a) alternative sources within industry, (b) hardware redesign or (c) out of production NRE. Included with the recommendation will be the Contractor's assessment of any costs and schedule impacts associated with this recommendation.
2. Upon receipt of the notification, the Contracting Officer will determine the appropriate course of action and will give written direction to the Contractor.
3. Redesign, vendor qualification, or out of production NRE effort undertaken by the Contractor to implement the Contracting Officer's direction will be charged to a Cost Plus Fixed Fee (CPFF) contract line item. In no event will the Contractor proceed with implementation without written approval of the Contracting Officer. IF THE CONTRACTING OFFICER IMPLEMENTS THIS PROVISION, COSTS ASSOCIATED WITH THE CHANGE WILL BE EVALUATED AND NEGOTIATED AT THAT TIME.
4. IF AFTER ALL EFFORTS STATED IN PARAGRAPHS 1, 2 AND 3 OF THIS PROVISION HAVE BEEN EXHAUSTED AND THE CONTRACTOR NOTIFIES THE GOVERNMENT IN WRITING THAT NO VENDOR CAN BE OBTAINED OR QUALIFIED AND THAT THE COMPONENT PART CANNOT BE REDESIGNED DUE TO TECHNICAL OR COST LIMITATIONS, THE CONTRACTING OFFICER WILL COMMENCE WITH THE ISSUANCE OF A TERMINATION FOR CONVENIENCE OF THE GOVERNMENT FOR THAT CLIN.

03/22/01

(end)

ATTACHMENT # 2

Enclosure (2) to RC
 Letter 431-487-0128-30699
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TERMS AND CONDITIONS

Applicable terms and conditions for Raytheon Company (RC) are marked with an "X."

- (X) 1. Payment terms are net thirty days.
- () 2. FAR Clause 52.232-16, Progress Payments apply.
- (X) 3. FOB origin, inspection and acceptance at 2501 W. University, McKinney, TX.
- () 4. FOB destination, inspection and acceptance at 2501 W. University, McKinney, TX.
- () 5. FOB origin, inspection and acceptance shall be by Certificate of Conformance.
- () 6. Freight collect.
- () 7. At the time of order placement, a payment of ____ percent of the value of the order is required.
- () 8. Based on receipt by RC for authorization on a non-interference basis for the use of Government owned special tooling and/or test equipment held at our facility.
- (X) 9. RC does not qualify as a small business concern per FAR 52.219-1 nor a small disadvantaged business concern per FAR 52.219-2.
- () 10. RC hereby affirms that the current certifications and representations are applicable.
- (X) 11. This quotation does not include any taxes or duties that may be assessed by any Government.
- (X) 12. Shipment to be made on GBL.
- (X) 13. Remittance address:

PAYMENT OFFICE:GOVERNMENT CONTRACTS ONLY:

DFAS-Columbus Center (DODAAC Code HQ0339)
 West Entitlement Operations
 P.O. Box 182381
 Columbus, OH 43218-2381

REMITTANCE ADDRESS:GOVERNMENT PHYSICAL CHECKS:

Raytheon Company
 P.O. Box 361377, D-3014
 Columbus, OH 43236-1377

GOVERNMENT WIRE TRANSFER ADDRESS:

Lockbox 1294776 (EFT)
 Mellon Bank
 3 Mellon Bank Center, Rm #153-3515
 Account: #1294776
 ABA#: 043000261
 Pittsburgh, PA 15259-0001

Enclosure (2) to RC
Letter 431-487-0128-30699
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- (X) 14. Please include the following statement in any resulting order.

"In accordance with DFAR 252.211.7005, Compliance with RC Single Process Initiatives (SPI), ISO 9001, and solder per ANSI J-STD-001B, Class III, are acceptable."

This RC procedure is in compliance with DFAR 211.273-2 and SPIs as authorized for immediate implementation by an executed Memorandum of Understanding (MOU) between the U.S. Government and Raytheon Company signed 19 November 1998 by DCMDE-RRT CACO.

- (X) 15. **Shipping Instructions:** Please be advised that any resulting order based upon this RFQ requires the following in regards to the "Ship to Address."

Parcel Post: A P.O. box is acceptable as the delivery point for Parcel Post, providing the address specifies the P.O. box number. If a P.O. box is not applicable, then the street number and complete address must be provided. All Parcel Post deliveries will be made by the United States Post Office only.

Parcel Post/Freight: RC recommends that the word "freight" be added in order to enable the use of additional shipping sources (UPS, overnight deliveries, etc.) that can provide shipping and receiving traceability. Therefore, the preferred means of shipment on a contract would state "Parcel Post/Freight."

- (X) 16. Identification of sources of supplies shall not be a requirement of any order resulting from this submission.
- (X) 17. Service Contract Act of 1965, FAR 52.222-40, is not acceptable.
- (X) 18. RC does not accept fast pay.
- (X) 19. Accelerated deliveries are acceptable.
- (X) 20. Any other terms and conditions to be incorporated in the contract of sale must be acceptable to RC.
- (X) 21. Contractor to use most current TAC 1 and/or TAC 2 DoDAAD addresses from DASSC in lieu of DoDAAD addresses listed in contract. Addresses can be found at:

http://www.daas.dla.mil/daashome/daasc_dodaad.htm.