

TECHNICAL SERVICES AGREEMENT Number LRB – Chabot College

This Agreement is entered into by and between Raytheon Professional Services LLC, hereinafter referred to as "RPS" and Chabot College, hereinafter referred to as "Seller", for technical services described as follows:

1. **SCOPE OF WORK (SOW).** This Agreement is not a Purchase Order and does not authorize Seller to provide any services. Services shall be authorized only via an approved RPS Purchase Order. Once an authorized Purchase Order has been issued, Seller shall provide Facility services in accordance with the incorporated Statement of Work.
2. **TERM OF AGREEMENT.** This Agreement is intended to be a master set of terms and conditions between RPS and Seller. The term of this Agreement shall be from May 17, 2017 to December 31, 2019, on an-as needed basis, at an amount not to exceed the authorized RPS Purchase Order value(s).
3. **COMPENSATION.**
 - 3.1 Seller shall submit to RPS invoices for services on an as-incurred basis. In accordance with the RPS Purchase Order and this Technical Services Agreement, RPS shall pay Seller at the rate set forth in Attachment A. The maximum cumulative compensation permitted to Seller for its performance under this Agreement shall not exceed the limits set forth in related Purchase Order without the prior written authorization of RPS.
 - 3.2 Payments made under this Agreement shall be at a rate commensurate with the value of the services described. These payments shall not include any amount which will be used improperly by Seller to influence the actions of another person on RPS's behalf. RPS shall be responsible for the payment of all taxes based upon the services and/or materials provided by Seller except for taxes based upon Seller's income, the income of Seller's personnel, agents or subcontractors, or any Federal, State or local employment taxes assessed to Seller. All undisputed invoices will be paid 60 days from the date of receipt, except as indicated in Paragraph 5 below, unless otherwise agreed upon in writing. Additionally, RPS will not be responsible for payment of any invoice or invoices that are not submitted within sixty (60) days of services performed hereunder.
 - 3.3 In an effort to improve invoice processing in an efficient and timely manner, Seller will submit all invoices directly to the Bill to Address on the RPS related Purchase Order and in accordance with the invoicing instruction set forth therein.
4. **REIMBURSABLE EXPENSES.** – Intentionally left blank
5. **SUPPLIES AND EQUIPMENT.** RPS shall provide to Seller samples, materials, supplies, equipment, services, or the like, as deemed necessary by RPS in order for Seller to perform Seller's services according to this Agreement. Upon request by RPS, samples, materials, supplies, and equipment provided or paid for by RPS shall be returned to RPS by Seller within ten (10) working days of one of the following events: (i) termination of the Agreement or SOW; (ii) completion of work in support of a SOW; or (iii) upon RPS's request. Seller shall reimburse RPS for any lost or damaged equipment. Should RPS request the return of any equipment, any payments due Seller shall be released upon RPS's receipt of said equipment, in good working order. In the event the requested equipment is returned in a damaged condition beyond that of normal wear and tear, or if the equipment cannot be returned due to loss, RPS may adjust any outstanding payments due Seller to account for such loss.
6. **COMMUNICATION AND ADMINISTRATION.** For and on behalf of RPS, the person designated in the SOW or applicable Purchase Order shall have cognizance of the services provided pursuant to this Agreement, and liaison and general administration of the Agreement

for RPS shall be through the designated person. All reports, statements, loaned supplies, and equipment shall be sent directly to this individual. All invoices shall be submitted directly to the BILL TO address listed on the applicable Purchase Order. **Seller understands and agrees that all commitments or changes affecting price, quantity, or other terms of the Agreement must be coordinated with and approved in writing by an authorized RPS buyer. Seller further understands and agrees that until such changes have been specifically identified and approved in writing by an authorized RPS Buyer, RPS shall not be liable for any changes in the services nor shall Seller receive an equitable adjustment in price quantity, or other services pursuant to this Agreement.**

7. RIGHTS IN WORK PRODUCT.

7.1 The work product of Seller's services, including results, and all ideas, developments, and inventions which Seller conceives or reduces to practice during the course of its performance under this Agreement ("Deliverable Work") shall be the exclusive property of RPS. This information, material, and any such inventions shall be deemed RPS PROPRIETARY INFORMATION and shall not be disclosed to anyone outside of RPS or used by Seller or others without the prior written consent of RPS. Any article, paper, treatise, computer program, or report prepared by Seller pursuant to this Agreement or which discusses the services performed hereunder, or the results thereof (written data), and which qualifies as a "work for hire" under the copyright laws of the United States, shall be the exclusive property of RPS as "work for hire." All right, title, and interest, including any copyright in, and to any written data which does not qualify as a "work-for-hire," shall be deemed to have been automatically transferred to RPS from the date of inception thereof. Upon RPS's request, Seller shall execute any document and render such other assistance as reasonably necessary to perfect full right, title, and interest worldwide in the written data, including formal conveyance of copyright. Written data shall not be published or submitted for publication by Seller without the prior written approval of RPS. Further, if any such articles, paper, treatise, computer program, or report includes work previously copyrighted by Seller or a third party, Seller shall provide RPS a nonexclusive, worldwide, irrevocable, paid-up license under such copyrights to reproduce, distribute, and use the works in any manner.

7.2 During the period of this Agreement and thereafter, at any reasonable time when called upon to do so by RPS, Seller shall execute patent applications, assignments to RPS, and other papers, and to render such other assistance that RPS believes necessary to secure for RPS the full protection and ownership of all rights in, and to the work product of the services performed by Seller. The filing of patent applications on inventions made by Seller shall be decided by RPS and shall be for such countries as RPS shall elect. RPS shall bear all expense in connection with preparation, filing, and prosecution of applications for patents, and for all matters provided in this Paragraph requiring the time and/or assistance of Seller as to inventions. Further, RPS shall pay Seller an hourly rate prorated according to the compensation provided in Section 4 ("Compensation") herein for services which Seller performs in connection with inventions and patent applications which may be required by RPS, whether during the term hereof or after expiration or termination of this Agreement.

8. ADDITIONAL IDEAS. In the event that Seller, during or after this Agreement, but prior to Seller's execution of a similar Agreement with a third party, develops additional ideas not investigated hereunder but within the scope of this Agreement, Seller shall communicate the ideas to RPS and allow RPS the right of first refusal to utilize Seller's services to develop these additional ideas for RPS.

9. WARRANTIES AND INDEMNITY.

9.1 Seller warrants the services provided to RPS will be performed in a professional and competent manner. Furthermore, Seller warrants that services and deliverable work product will conform to the specifications of each SOW.

9.2 Seller shall indemnify and hold harmless RPS, its employees and agents, from and against any claims, demands, loss, damage, or expense relating to bodily injury or death

of any person, or damage to real and/or tangible personal property incurred while Seller is performing services, and to the extent proximately caused by the negligent or willful acts or omissions of Seller, its personnel, agents, or subcontractors in the performance of services hereunder.

- 9.3 Seller hereby represents that it has, or will have, prior to commencement of work by any individual, valid and sufficient arrangements or agreements with its employees and/or third parties, such that (i) the ownership of any and all inventions made by an employee and/or third party vests in Seller; and (ii) they agree to be bound by the confidentiality requirements in this Agreement and subsequent nondisclosure agreement(s) executed by the parties. Further, Seller warrants that it will not deliver to RPS Deliverable Work which would infringe any duly issued patent or copyright or any trade secret or other intellectual property rights or other proprietary rights of a third party.
- 9.4 Seller warrants that the goods to be furnished and the services to be rendered under this Agreement shall be manufactured, sold, used and rendered in compliance with all relevant US federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to the anti-bribery and corruption laws such as the Foreign Corrupt Practices Act (15 U.S.C. § 78 et seq., the "FCPA"), as further detailed in Section 20 herein, as well as all laws and regulations of Seller's place of performance, and in compliance with applicable international prohibitions on child labor. Seller certifies that with respect to the production of the goods and/or the performance of the services covered by this Agreement, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.
- 9.5 Seller shall defend, at its expense, any action brought against RPS to the extent that it is based on a claim that Deliverable Work performed under this Agreement, provided by Seller and its personnel or agents or subcontractors, constitutes an infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary rights of a third party, and Seller will pay all damages and costs awarded against RPS, including any settlement amount agreed to be paid, and related expenses in such action that are attributable to such claim, provided Seller is promptly informed in writing and furnished a copy of each communication, notice, or other action related to the alleged infringement and is given authority, information, and reasonable assistance at Seller's expense, necessary to defend or settle such claim. Seller will not be obligated to defend or be liable for costs and damages to the extent that the infringement arises out of or relates to (i) RPS's misuse or modification of such Deliverable Work; (ii) RPS's failure to use corrections or enhancements delivered to RPS, if such materials would have prevented the infringement; (iii) infringement that results from the combination by RPS of the Deliverable Work with any product or technology not owned, developed, or provided by Seller, unless Seller knowingly contributes to the infringement caused by such combination, in providing the Deliverable Work to RPS for RPS's intended use or application; or (iv) compliance with information, directions, specifications, or materials provided by RPS. If any such Deliverable Work is, or in Seller's opinion is likely to be held to constitute an infringing product, Seller shall at its expense and option either (a) procure the right for RPS to continue using it; (b) replace it with a non-infringing equivalent; or (c) modify it to make it non-infringing.
10. **LIMITATION OF LIABILITY.** Neither party's liability hereunder for damages, except for (i) Seller's liability under Section 9.2; (ii) liability for infringement of a third party intellectual property right defined in Section 9.4; or (iii) Seller's breach of Section 11 herein, shall exceed the charges paid by RPS for the particular work performed and/or related services involved. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment by RPS may be brought within one (1) year after the date of last payment.

EXCEPT FOR SELLER'S LIABILITY AS PROVIDED IN SECTION 9.2, 9.4, OR SELLER'S BREACH OF SECTION 11, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR

SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**11. CONFIDENTIAL INFORMATION**

- 11.1 Seller shall maintain the confidentiality of all RPS information which may be disclosed to Seller as being proprietary in nature, and Seller shall not disclose this information to any other person (including RPS employees in any other division, group, or entity), firm, or corporation. Seller shall also maintain as confidential the "know-how" and future plans of RPS relating to the fields of endeavor in which Seller performs investigations, evaluations, and services for RPS, as well as the nature of certain work projects to which Seller is exposed, and the identity of persons working on those projects.
- 11.2 During Seller's performance of services to RPS, Seller may be granted access to and use of software programs and other forms of intellectual property that are licensed to RPS from third parties for RPS's use (hereinafter "Third Party Intellectual Property"). Seller's use of Third Party Intellectual Property is strictly limited to supporting RPS during Seller's performance of services. Seller is not granted a license to Third Party Intellectual Property, and shall not (i) use, copy, or modify Third- Party Intellectual Property except as specified by RPS; (ii) remove Third Party Intellectual Property from RPS's premises without RPS's prior approval; (iii) disassemble, decompile, or otherwise reverse engineer Third Party Intellectual Property; and (iv) disclose Third Party Intellectual Property to other third parties, or the existence of RPS's license to use Third Party Intellectual Property.
- 11.3 If, in connection with its performance, Seller discloses to RPS any ideas, developments, or suggestions conceived or actually reduced to practice by Seller prior to its performance hereunder, no relationship, proprietary or otherwise, express or implied, is established with RPS by the disclosure, no obligation of any kind is assumed by, nor may be implied against RPS, unless a separate written contract regarding the subject of disclosure is consummated by the parties, and then the obligation shall be only as expressed in the separate contract.
- 11.4 Any information disclosed by RPS personnel or observed within any RPS facility, will be used only by personnel or agents of Seller in performing under this purchase order and shall not otherwise be disclosed to RPS's personnel or on a need-to-know basis in performing under said purchase. The foregoing restrictions shall not apply to documented information already in possession of Seller, already in the public domain, or received from a third party without restrictions.
- 11.5 Seller may also disclose RPS Proprietary Information to the extent required to comply with a court order, administrative subpoena or order, or applicable governmental regulation or statutory requirement which appears to be lawful on its face, provided that Seller gives RPS timely notice, where possible, of the contemplated disclosure so as to give RPS an opportunity to intervene to preserve the confidentiality of the information.
- 11.6 All Proprietary Information provided to Seller shall remain the property of RPS and any tangible material containing same which may be provided pursuant to the execution of this Agreement shall be returned to RPS at the conclusion of this Agreement.
- 11.7 Seller shall control access to, and use of, information received from RPS and the direct product thereof in accordance with all applicable U.S. Export Laws and Regulations, including but not limited to the International Traffic in Arms Regulations. Seller shall not make or permit disclosure of information received from RPS or the direct product thereof to nationals of prohibited countries or to any Foreign Persons (as defined in Section 120.16 of the International Traffic in Arms Regulations) unless (a) Seller has received RPS express written consent to do so and (b) necessary export licenses have been obtained.
- 11.8 The obligations of Seller under Paragraph 11 of this Agreement, with respect to RPS Proprietary Information shall, in any event, continue for a period of three (3) years from the end date of this Agreement set forth in Paragraph 2 above.

12. **SELLER PERSONNEL.** Intentionally left blank
13. **NOTICES.** Written notice shall be sent to the parties by facsimile (fax) or e-mail, to be followed up with U.S. certified mail at the following address:
- | | |
|---|--|
| Raytheon Professional Services LLC
1919 Technology Drive
Troy, MI 48083
Attention: Loriann Barrand
Phone No. (248) 837-6717
Facsimile No. (248) 837-6022
E-mail: lbarrand@Raytheon.com | Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545
Attention: Dr. Kristin Lima
Phone No.: 510-723-6652
Facsimile No. 510-723-7616
E-mail: klima@chabotcollege.edu |
|---|--|
14. **CONFLICTING AGREEMENTS.** Seller warrants that it is not a party to any other existing agreement which would prevent Seller from entering into this Agreement or which would adversely affect this Agreement.
15. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Seller shall be acting as an independent contractor and not as an agent or employee of RPS. This Agreement is not intended by the Parties to create an employment or business relationship of any kind, other than a prime/subcontractor arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have the authority to bind the other except to the extent expressly authorized herein.
16. **TERMINATION.**
- 16.1 This Agreement may be terminated for cause by either party for failure to comply with any terms and conditions of this Agreement, provided however, that the party in breach shall have five (5) working days, or such period as the parties may otherwise agree in writing, to cure such breach following written notification.
- 16.2 Additionally, this Agreement may be terminated for convenience by either party with 10 days written notice. The terms of this Agreement shall survive any such termination. In the event of termination of this Agreement, RPS's sole obligation, except for those provided in Section 16.3, shall be to pay Seller for any authorized work performed and authorized expenses incurred through the date of the termination, subject to the not-to-exceed amount set forth in the related RPS Purchase Order(s). Such payment shall be subject to the return of any RPS Supplies and Equipment, as stated in Paragraph 5 of this Agreement. This Paragraph shall not be deemed to waive, prejudice, or diminish any rights which RPS or Seller may have at law or in equity for an unlawful termination or other breach of this Agreement by the other party.
- 16.3 The provisions of Sections 8, 9, 10, 11, 12, and 19.3 shall survive termination of this Agreement and the expiration or termination of any SOW issued under the Agreement.
17. **ACCESS TO RPS.** Seller agrees that all its personnel who, pursuant to this purchase order, that will be on RPS's premises shall have appropriate authorization issued by RPS's Security Office prior to receiving access to RPS's premises. RPS will furnish the necessary security forms and Seller shall secure their execution and return to RPS's Security Office at least twenty-four (24) hours prior to the desired access. Access may be limited to RPS's normal hours of operations (excluding holidays and shutdowns periods, if any). Seller badges will be issued to authorized personnel in accordance with Seller satisfying the requirements specified in Attachment "C" or Attachment "D" to this Agreement. RPS may limit or deny access to any other Seller representatives. Seller's use and access to any applicable facility shall be subject to all RPS's security, traffic, smoke free environment restrictions, as well as any other RPS rules and regulations, and any and all other reasonable restrictions which RPS may impose from time to time. Denial of access because of failure to comply with RPS's security procedures shall not be the basis of a claim for breach, nor substantiate any other claim whatsoever by the Seller.

- 18. INSURANCE COVERAGE.** Seller shall comply with Attachment "B" to this Agreement, entitled, "Insurance Protection ", and said attachment is incorporated into this agreement by this reference. However, if Seller is an individual who will personally perform all the work, or if portions of this insurance are not available, Seller may submit a completed and executed "Waiver Certificate of Insurance Requirements," provided as Attachment "B" to this Agreement.
- 19. GENERAL.**
- 19.1 **FORCE MAJEURE.** Neither party shall be liable for any delays resulting from acts of God, strikes, riots, acts of war, epidemics, or governmental regulations.
- 19.2 **NO PUBLICITY.** Seller shall not publicly announce or disclose the subject matter of any RPS purchase order issued to Seller, the terms of this Agreement or the fact that RPS has contracted for Seller's Services, without the prior written consent of RPS.
- 19.3 **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of RPS and shall be binding upon and inure to the benefit of Seller's heirs, legal representatives, successors, and assigns.
- 19.4 **GOVERNING LAW.** The validity, performance, and construction of this Agreement shall be governed by the laws of the State of California, excluding conflicts of law provisions.
- 19.5 **SEVERABILITY.** If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
- 19.6 **NON-WAIVER.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 19.6 **ASSIGNMENT.** Except as otherwise provided in this Agreement, neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment shall be void.
- 19.7 **MERGER OF AGREEMENT.** This Agreement and/or any RPS Purchase Orders which are issued with reference to this Agreement and accepted by Seller constitute the entire understanding between the parties relating to the subject matter hereof, and supersede all previous communications, representations, or agreement, either oral or written, with respect to the subject matter hereof, and no representation or statements of any kind made by any representative of Seller or RPS, which are not stated in this Agreement and any RPS Purchase Order, shall be binding on Seller or RPS. Where this Agreement conflicts with the terms of RPS's Purchase Order, the terms of this Agreement will supersede those of the Purchase Order only to the extent of such conflict. No addition to or modification of any provision of this Agreement shall be binding upon Seller or RPS unless made in writing and signed by the respective duly authorized representatives of Seller and RPS.
- 19.8 **STANDARDS OF BUSINESS ETHICS AND CONDUCT.** By the acceptance of this Purchase Order, Seller represents that it has not participated in any conduct in connection with this Purchase Order that violates the Standards of Business Ethics and Conduct of Raytheon Company (available at www.ratheon.com/responsibility/stewardship/ethics/index.html) or, alternatively, equivalent Business Ethics and Conduct Standards of Seller. If, at any time, RPS determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel this Purchase Order upon written notice to Seller and RPS shall have no further obligation to Seller.

19.9 Seller will be responsible for obtaining all necessary import and export licenses, or any other customs licenses, which may be required by for any items or technology provided by or on behalf of Seller in connection with performance of the Scope of Work. When those licenses or authorizations are obtained, Seller will provide RPS written notice of all applicable conditions, export classification, including those restricting their further export, use, or release prior to delivery as Seller provided items or technology may be provided to non- US citizens.

20. COMPLIANCE WITH ANTI-BRIBERY AND CORRUPTION LAWS. Seller agrees and will comply throughout the term of this Agreement with all applicable laws and regulations enacted to address bribery and corruption, including the UK Bribery Act, the United States Foreign Corrupt Practices Act ("FCPA"), the principles of the OECD Convention on Combating Bribery of Foreign Public Officials (the "OECD Convention") and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. SUBCONTRACTOR shall not, directly or indirectly, pay, offer, promise, or give anything of value (including any amounts paid or credited by Raytheon to SUBCONTRACTOR) to any employee or official of a government, government controlled enterprise or company, political party, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining, or directing business to Raytheon. Additionally, SUBCONTRACTOR, to the extent permissible by law, shall notify Raytheon of any circumstance whereby, to the best of the SUBCONTRACTOR's knowledge, an owner, partner, officer, director or an employee of the SUBCONTRACTOR who is assigned to a current or prospective Raytheon customer account has been or will become, during the Term, an official or employee of a governmental entity or political party or a candidate for political office.

21. APPLICABLE ATTACHMENTS AND EXHIBITS

The following attachments and exhibits are incorporated into this Agreement:

- Attachment A Rates and Compensation
- Attachment B Insurance Protection
- RPS Facility Statement of Work

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

**RAYTHEON PROFESSIONAL SERVICES LLC
College**

Chabot

By: _____

By: _____

Name: Loriann Barrand

Name: Lorenzo Legaspi

Title: Sr. Supply Chain Specialist

Title: VC, Business Services

Date: _____

Date: _____

ATTACHMENT A

RATES & COMPENSATION/SOW

The daily facility rates listed below would apply to any program that RPS currently supports or would support during this period of performance of this agreement.

Daily Rate: \$415.00

Period of Performance:

April 1, 2017 – December 31, 2019

Course materials, office supplies and or other miscellaneous fees associated with Vehicle maintenance and fuel will be preapproved by the regional manager and expensed at actuals with accompanying receipts.

The subcontract and Purchase Order is funded on a yearly basis and will contain the specified quantity of days, and locations, as agreed upon between RPS and supplier. The parties further agree that the supplier will only invoice RPS for the actual number of days of services provided.

ATTACHMENT B INSURANCE PROTECTION

In support of the Agreement in which this Attachment B is incorporated, Seller acknowledges and agrees that it is obligated to maintain insurance coverage as set out below (the "Insurance"), and that it shall furnish RPS Company ("RPS") with certificates of insurance evidencing the Insurance required herein. In the event that Seller and/or any person or entity retained by, through or under Seller fails to maintain the required insurance, RPS may secure insurance to adequately protect its interests and Seller shall be fully responsible for the cost of such coverage. Additionally, Seller acknowledges and agrees that the Insurance shall contain a waiver of subrogation in favor of RPS and any of its affiliates, subsidiaries or related companies. Seller shall provide RPS with thirty (30) days written notice in the event of a material change to any of the required coverage including but not limited to the cancellation or non-renewal of any policy. The Insurance shall be primary as to any other insurance maintained by RPS and include a severability of interest clause.

Section A: Required Coverage

Seller must maintain the following Basic Coverage (An Umbrella/Excess Liability policy may be used to comply with the required limits of liability)

Workers' Compensation

Entities Worker's Compensation – Statutory coverage including Federal Acts (e.g., Defense Base Act) where applicable
Employers Liability: \$1,000,000 per employee/per accident

OR

Individuals Not Applicable

Auto Liability (RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)

Entities Private Passenger Vehicles: \$1,000,000 per accident covering all owned, non-owned and hired vehicles; and
Commercial Vehicles: \$5,000,000 per accident covering all owned, non-owned and hired vehicle

OR

Individuals \$500,000 per accident

General Liability, including but not limited to premises/operations, products/completed operations and contractual liability as indicated below (RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)

- Entities and Individuals \$1,000,000 per occurrence
 \$3,000,000 per occurrence
 \$5,000,000 per occurrence

Section B: Additional Coverages

In addition to the requirements in Section A., Seller must also maintain the following as indicated:

- Professional Errors and Omissions (including Environmental Impairment Liability where applicable)—\$5,000,000 per occurrence
- Aviation Liability (including Aircraft Products and Completed Operations) as indicated below (RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)
- \$50,000,000 per occurrence and in the aggregate
- \$100,000,000 per occurrence and in the aggregate
- \$200,000,000 per occurrence and in the aggregate
- War, Hijacking and Other Perils (AVN 52D)—\$50,000,000 per occurrence
(RPS must be included as an additional insured on Seller's Insurance Policy and listed on the Insurance Certificate)
- Hangarkeepers' Liability—\$50,000,000 per occurrence
- All Risk Coverage (including Property/Builder, Contractors Equipment, Business Interruption and Terrorism Coverage)—100% replacement cost value of the property insured.

Facility Statement of Work

OVERVIEW

In support of Technician Training Programs for Raytheon Professional Services (RPS or Buyer), will require Instructor Facilitated Training classes and Certification assessments to be performed at satellite locations. This SOR covers the scope of work that the potential Supplier (Seller) must provide. Seller must offer the following to Buyer: cost competitiveness, acceptance of requirements/ scope of work, flexibility to meet training needs/demands, and agreement to the terms and conditions of the contract. RPS is expanding its training operations and it is RPS' objective to partner with its Sellers to make the venture advantageous for both parties.

To better meet our clients' training needs, RPS requires Sellers to be flexible in their offerings of facility space and/or instructor training services. For the purpose of this SOR, our goal is to enter into an agreement with a Seller for a minimum number of training days for each full calendar year with an established bill rate for training instruction. Specific to instruction days, RPS would review its requirement annually and adjust according to its training needs at that time.

FACILITY REQUIREMENTS

It is The Seller's responsibility to secure an automotive lab space to handle 3 vehicles with a lift plus space for associated support equipment. Lab should be a minimum of 30' x 40' (1200 square feet). The lab space should not be shared with another party or another clients training during contracted hours. The facility must have a phone/fax service, Internet access and network wiring, basic training equipment (chairs and tables to accommodate 10 students, an overhead projector, (i.e. In Focus), Projector screen, vehicle lifts, exhaust handling system, and work benches available during contracted hours.

The facility secured by the Seller must have sufficient facility space available to store all the assets (vehicles, tools and test equipment) required for the days or a time frame of days as mutually agreed upon between the Buyer and Seller. These assets must be located in a secure area as agreed to by RPS for controlling access to the assets. It is the responsibility of the Seller to provide the Buyer with assurance that the selected facility is in full compliance with all environmental, safety and health requirements (OSHA).

- The total storage space for tools, test equipment and training material should be a minimum of 100 square feet.
- A total of up to 8 vehicles will be required and must be stored in a secure area. (4000 sq ft)
- All the tools, test equipment and training material must be stored in an area that protects the assets from the external weather conditions. A storage unit will be supplied by the Seller if necessary for additional storage required. The storage unit will be located near the storage of the vehicles. The size and cost will be determined at a later date and is reimbursable by the Buyer.

It must be clear that the Buyer provided tools, computers, printers and vehicles for the Instructor Facilitated classes will be on consignment. Agreement would contain Seller acceptance to inventory and track Buyer provided items. Terms include a charge to the Seller of Fair Market Value, when Buyer provided tools and vehicles cannot be accounted for. In addition, if the Seller fails to perform to expectations, or the contract is not renewed, the client and/or Raytheon will require that the tools be returned.

All Safety equipment must be functional, visible and compliant with all state and local ordinances.

The Seller must meet the Americans with Disabilities Act (ADA) requirements.

The Seller will provide convenient parking for the service technicians that will attend the classes. If a parking permit is required, it will be the responsibility of the Seller to provide that permit, to the students at no cost.