

## T-RMS (2/00)

**ADDITIONAL SOLICITATION/PURCHASE ORDER TERMS AND CONDITIONS:**

\* Changes from last revision.

Applicable engineering/purchase order attachments/tp statements are in seller's possession. If needed, obtain hard copies from buyer, however, most are accessible on the internet web site at the following URL address:

<http://www.rscecommerce.com/tandc>

[Note: Unless identified for solicitations only, the Attachments & Terms & Conditions below apply to both solicitations & awards, however, those which are not applicable to a particular situation should be considered self deleting]

\*1. Special additional attachments: the following Raytheon attachments (both local & higher level) apply to this order, as applicable:

TC-002 (9/99)	[applies to US Government work (i.e. a US Government contract is cited on or within the solicitation/order)]
TC-003 (9/99)	[applies, in addition to TC-002, for DoD work]
CS-01A (3/99)	[applies to US Government solicitations over \$500K (execute & return attached Form F00795 (old 9784E)]
CS-15 (3/99)	[applies to US Govt work over \$500K (upon request, execute & return attached Form F00793 (old 9784A)]
FS-01 (9/91)	[applies to Non-Us suppliers with a PO identifying a FOB point outside the US.
FS-03 (9/91)	[applies to work over \$500K citing any customer contract (execute & return the certification]
FS-11 (9/91)	[applies only to solicitations over \$100K]
FS-22 (9/91)	[applies to Non-US suppliers with a PO identifying a FOB point inside the US.
GL-14 (9/91)	[applies wherever work will be performed on Raytheon owned or controlled property]
PF-03 (9/91)	[applies where Buyer/Buyer's customer property is provided/furnished or will remain in Seller's custody]
PF-04 (9/91)	[applies to the acquisition of equipment where the order is not direct charged to a customer contract]
PF-05 (9/91)	[applies to non-warranty repair/rework orders unless otherwise agreed to elsewhere in the order]
PR-05 (9/91)	[applies to efforts involving the delivery of data or a R&D/study effort (DFARS 52.227-7013 is deemed to mean the applicable DFARS rights in technical data/computer software & software documentation clauses]
PR-07	[Applies, in lieu of TC-001, if a license for pre-existing software is involved]
SS-13 (9/91)	[applies to the lease or rental of equipment]
SS-14 (9/91)	[applies to efforts involving non-personal services on or the delivery of chemicals, directly or indirectly, to Company owned or controlled facilities in the state of California]
SS-19 (10/96)	[applies to US Government solicitations over \$25K & must be executed & returned]
SS-20 (3/99)	[applies to deliverable computer hardware/software/equipment with internal date calculating devices]
T-14 (7/99)	[this *Missile Systems attachment applies wherever GL-14 above applies]
T-PR07 (7/99)	[this *Missile Systems attachment applies if a software license is involved]

2. Special additional \*customer contract specific attachments: for the following customer contracts the identified \*Missile Systems (Tucson) T-Attachment(s) also apply:

<u>Customer Contract</u>	<u>T-ATTACHMENT(S)</u>
AArm12a/567	T-BVRAAM UK [6/99]
DASG-60-98-C-0061	T-AIT (98) [11/98]
F29601-98-9-0001	T-ADT (98) [4/98]
F29601-96-C-0031	T-SEAD (96) [8/97]
F-33657-93-L-2257	T-FACILITY LEASE (93) [4/96]
MDA972-98-9-0007	T-UCAVATD (98) [8/98]
MDA972-97-3-0018	T-AM3 [12/98]
N00024-94-C-5401 & 5422, 96-C-5402 & 5423 (foreign subcontracts only)	T-RAM NON-US (96) [8/97]
N00024-98-C-5412 & 5413 & 5427 (foreign subcontracts only)	T-RAM NON-US (98) [8/99]
N00024-94-C-5435, 98-C-5441 & 99-C-5450 (foreign subcontracts only)	T-RAM LCHR NON-US (99) [8/99]
N00019-98-R-0038	T-SIDEWINDER (98) [12/98]
980600 (HQ0006-98-C-0003)	T-EKVLSI [6/15/99]
UKG 712	T-ASRAAM [3/93]

3. In addition to the above, all orders include the following [\*information in ( ) is for Buyer use only]:

- a. TYPE PO (from TP-473): Unless otherwise stated, this order is fixed price.
- \*b. COMPANY NAME CHANGE (from TP-465): This order is amended by deleting reference(s) to "Hughes Missile Systems Company" and/or "Raytheon Missile Systems Company" and/or "Raytheon Company d.b.a. Raytheon Systems Company", and substituting the name "Raytheon Company".
- c. ARIZONA SALES TAX LICENSE (from TP-475): The Arizona sales tax license number is 10 007464-D.



contract financing payment and approved requests shall be paid by the Buyer in accordance with the terms of this order”, and with respect to paragraph (d) a liquidation rate of 100% shall apply.

4. US GOVERNMENT orders include the following, as applicable:
  - a. All US Government orders include:
    1. PRODUCT ORIENTED SURVEY (POS) AUDIT  
Per DFARS 246.103, the Government may conduct a product oriented survey(s) of Seller to determine compliance with requirements of the contract. Should such surveys be required under purchase orders of less than \$500K, any additional costs therefore shall be negotiable under the changes clause.
    2. WORK ON A GOVERNMENT INSTALLATION (applicable if work is to be performed on a Govt. installation)  
Seller shall comply with all Government rules and regulations governing work on the Government facility.
    3. DEMILITARIZATION (applicable to the disposition of residual (to the order) items/materials of a military nature)  
DARCOM P17-108.80 or equivalent regulations apply, where applicable.
    4. DEFENSE PRIORITIES & ALLOCATION SYSTEM (DPAS) REQUIREMENTS (from TP-473)  
This text corrects and adds to the DPAS text on the face of this order. Wherever it appears herein, the DPAS citation 15 CFR 350 is replaced with 15 CFR 700. If a rating is shown, this order is certified for national defense use, and you are required to follow all the provisions of the DPAS regulation (15 CFR 700) and acknowledge or reject a DO rated order within 15 working days, or a DX rated order within 10 working days. If both rated & unrated quantities are reflected on this order, you are only required to follow the DPAS regulation as it pertains to the rated quantities.
    5. \*CFR DPAS RATINGS (from TP-329):DPAS ratings associated with CFR contract identifiers (e.g. CFR 1234) are “anticipated”.
    6. NOTICE OF RADIOACTIVE MATERIALS – FAR 52.223-7
    7. PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS – FAR 52.232-7
    8. RESPONSIBILITY FOR SUPPLIES – FAR 52.246-16
  - b. Fixed price US Government orders over \$100K include:
    1. FAR 52.232-16 Progress Payments (Applicable only if approved by Buyer elsewhere in this PO. Alt I applies if Seller is a small business; Alt II applies if the PO is a letter contract.)
    2. DFARS 252.232-7004 DoD Progress Payment Rates (Applicable only if this is an order under a DoD prime contract & Buyer makes FAR 52.232-16 above applicable)
  - c. US Government orders over \$500K include:
    1. GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) Seller shall participate in the Government-Industry Data Exchange Program (GIDEP) in accordance with MIL-STD-1556B (GIDEP).
  - d. US Government orders over \$1M include:
 

TECHNICAL AND ENGINEERING ACQUISITION SUPPORT Seller agrees to cooperate with Buyer’s Customer’s Technical Engineering and/or Management Support Contractors, if any, subject to coordination with the Buyer, and to include this clause in all subcontracts over \$1M.
  - e. US DoD Government orders include, as applicable:
    1. DFARS 252.225-7008 “Supplies to be Accorded Duty Free Entry [applicable where DFE authorized]
    2. DFARS 252-225-7022 “Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber
    3. DFARS 252.225-7024 “Restriction on Acquisition of Night Vision Image Intensifier Tubes & Devices
    4. DFARS 252.225-7032 “Waiver of United Kingdom Levies” [applies to orders with UK firms]
    5. DFARS 252.225-7043 “Antiterrorism/Force Protection Policy for Defense Contractors Outside the US [applies if travel or performance outside the US is required]
5. SPECIAL PROGRAM orders, regardless of the customer contract(s) cited, include the following, as applicable:
  - a. Reserved
  - b. Standard, Phalanx & ESSM program orders include:
 

EXCLUSION OF MERCURY ELECTRONICS

(1) Supplies furnished shall contain no free mercury (metallic form) or mercury compounds (e.g. mercuric oxide & mercuric chloride) without written approval of NAVSEA. Note: Seller shall perform a review to the extent necessary for a reasonable assurance that mercury is not being used in the supplies (e.g. review of drawing parts lists & material lists)

(2) Mercury bearing instrument & equipment (i.e. those instruments containing free mercury) shall not be used in the manufacture, fabrication, assembly, testing, etc., of any supplies. Note:

- (a) The most probable causes of mercury contamination are direct connected manometers, mercury vacuum pumps, mercury seals, mercury-in-glass thermometers or handling free mercury in the immediate vicinity of supplies.
  - (b) The Subcontractor shall perform a review of his facilities to provide reasonable assurance that supplies are not in danger of mercury contamination (e.g. check of instruments and Test Equipment (TE)).
  - (c) In case of doubt or question regarding mercury, contact NAVSEA for assistance.
  - (d) For accidents involving actual or suspected mercury contamination of supplies, contact NAVSEA immediately.
  - (3) Seller shall develop the same assurance & confidence of compliance with the mercury exclusion clause as it does with other specification requirements (e.g. toxic materials, flammable materials, fragile materials & radioactive materials).
    - Note: Certification of compliance or other attesting documentation shall be available if required to be provided to the Buyer and/or Government.
  - (4) The Subcontractor shall require all Subcontractors to comply with the mercury exclusion requirements.
- c. RAM program orders include  
PLASTIC ENCAPSULATED DEVICES PROHIBITION  
 Use of plastic encapsulated devices is prohibited without prior Government concurrence obtained through the Buyer.
6. SPECIAL FOREIGN ACCESS RESTRICTIONS: For the specific customer contracts identified below, written Government approval, obtained through the buyer, must be obtained prior to assigning or granting access to work, equipment or technical data generated or delivered under the contract to foreign persons or their representatives:
- F33615-98-C-1373
  - PO 1436003-164 (DAAH01-98-C-0105)
  - PO 1436005-164
7. SPECIAL INFORMATION TECHNOLOGY SERVICES (ITS) AGREEMENT: For any order involving computer hardware or software, the following clause in which the term agreement shall mean lease, license or maintenance agreement, the term Raytheon shall mean lessee, licensee, or maintenance user and the term seller shall mean lessor, licensor or maintenance provider, as applicable. Raytheon anticipates that it may enter into a contractual arrangement with an information technology services provider (ITSP) to provide certain information technology products or services and that the leased or licensed item or maintenance services may be an integral part of the provision of such products or services. If Raytheon enters into such a contract, the seller hereby grants the ITSP the right to access and/or use the leased or licensed items and/or the maintenance services in the items to be maintained to the extent necessary to provide the products or services in question. In addition, if requested by Raytheon, seller consents to the assignment of this agreement to the ITSP and to the assumption by such ITSP of all of Raytheon's rights and obligations under such agreement. If such contract terminates or expires prior to the expiration or termination of this agreement, seller also consents to the reassignment of this agreement to Raytheon or a new IT services provider designated by Raytheon and to the assumption by Raytheon or such new IT services provider of the ITSP's rights and obligations under the agreement. In all such cases, the assignment of the agreement and the assumption of the rights and obligations thereunder shall be at no additional cost to Raytheon, the ITSP or new IT services provider. Raytheon shall cause the ITSP or new services provider to agree in writing to accept & comply with the terms & conditions of this agreement.
8. SOLICITATION BEST VALUE ANALYSIS: If this is a solicitation for which line item offers exceed \$25K, your offer is subject to best value analysis in accordance with the criteria identified in the RMS Supplier Performance Rating System and/or other factors as may be/have been identified in the solicitation.