

PO ATTACHMENTS BASIC "USE STATEMENTS"

This section includes a Basic Use Statement for each attachment

<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
<u>CR</u>	<u>CERTIFICATION AND REPRESENTATIONS</u>	
Form F00793	SELLER'S CERTIFICATE OF CURRENT COST OR PRICING DATA Must be obtained for purchases in excess of \$500,000 that are subject to the requirements of the Truth in Negotiations Act.	03/99
CR-001	COST ACCOUNTING STANDARDS AND CERTIFICATION (RFQs Only) Include in all RFQs issued under Government RFPs or contracts, which contain the Cost Accounting Standards requirements, if the anticipated purchase order may be in excess of \$500,000. COST ACCOUNTING STANDARDS AND CERTIFICATION must be obtained with each quote exceeding \$500,000.	TBD
CR-004	GOVERNMENT CERTIFICATIONS Include in each RFQ when the procurement is anticipated to exceed \$25,000 issued under a Government contract/subcontract containing FAR provisions 52.209-5 and -6 (Debarment, Suspension and Proposed Debarment), 52.223-2 (Clean Air and Water), 52.203-12 (Disclosure Regarding Payments to Influence Certain Federal Transactions) and 52.219-9 (Small Business Subcontracting Plan). By signing and returning this executed attachment, the offeror/seller certifies to the requirements applicable at the purchase order dollar value and agrees to submit proper disclosures. Exceptions to this certification requirement, or refusal to provide disclosures when applicable, will result in a bidder being deemed non-responsive to the solicitation.	03/00
CR-005	ADDITIONAL CERTIFICATIONS AND REPRESENTATIONS (AddCert) This attachment, the AddCert may be used in place of CR-001, Cost Accounting Standards and Certifications, and IN-009, International Traffic in Arms Regulations Certification (Political Contributions, Fees and Commissions). The AddCert contains both a CAS certification and an ITAR certification. For use in RFQs of \$500,000 or more under US Government prime or subcontracts (both domestic and Foreign Military Sales) or foreign direct customer contracts. Please see the Basic Use Statement for IN-009 for specific time period requirements for return of the ITAR certification by the supplier and other requirements related to the ITAR certification.	TBD

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<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
<u>FN</u>	<u>FINANCING</u>	
FN-001	ALLOTTED FUNDS UNDER FIXED-PRICE PROCUREMENT Use when a fixed-price type procurement is to be incrementally funded. The amount allotted change notices called for in Article I unilaterally set the money available and must be confirmed promptly by a change order, which will include the negotiated period of performance applicable to the funding.	03/00
FN-002	ALLOTTED FUNDS UNDER COST-REIMBURSEMENT PROCUREMENT Use when a cost-reimbursement type procurement is to be incrementally funded. The amount allotted change notices called for in Article I unilaterally set the money available and must be confirmed promptly by a change order, which will include the negotiated period of performance applicable to the funding.	03/00
FN-003	MILESTONE PAYMENTS Use in purchase orders where the payments are based upon verified completion of tasks, items or events in accordance with negotiated schedules, incorporated into the purchase order which contain both completion dates for each task, item, or event and the amount due for such completion.	03/00
<u>GA</u>	<u>GENERAL AGREEMENTS</u>	
GA-001	NOVATION AGREEMENT Use when a supplier desires to assign to another his Purchase Order with Raytheon Company, whether due to merger, consolidation, sale of business, or otherwise.	03/00
GA-002	BLANKET ORDER May be used in conjunction with General Terms and Conditions of Purchase (TC-001), and for U.S. Government contracts, the FAR and DFARS Supplements (TC-002; TC-003) for procurement of materials and services. The Blanket Order does not obligate any procurement by Raytheon and is usually issued on an annual basis under a not to exceed value. Raytheon's only obligation is to pay at the prices set forth in the Blanket Order for the materials and services which are actually ordered by those persons whom the purchase order identifies as having authority to place such orders.	03/00

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GA-003	OPTION PURCHASE AGREEMENT This is the preferred general format for a long term purchase agreement for systems, subsystems, services, components, commodities, and parts. It is a "Buyer's option" type agreement that does not commit the company to purchase any quantities. Individual purchase order releases are required to place commitments. Purchase order releases should reference the Purchase Agreement. Required documentation and order of precedence is set forth within the Purchase Agreement. Each Option Purchase Agreement must be submitted to your local SCM Legal Manager or Subcontract Advisor prior to execution for legal review and must be coordinated with other sites for acceptability of terms and conditions.	09/00
<u>IN</u>	<u>INTERNATIONAL</u>	
IN-002	IMPORT/EXPORT DOCUMENTATION Use in all RFQs and Purchase Orders with a foreign supplier when the FOB point is outside the United States.	03/00
IN-003	IMPORT/EXPORT DOCUMENTATION Use in all POs and RFQs with a foreign supplier when the FOB point is in the U.S.	03/00
IN-005	FOREIGN OFFSET CREDIT PROGRAM Use in Purchase Orders when IN-006 is used in the solicitation and supplier has agreed to develop offset credits for Raytheon Company. The negotiated percentage of offset and the applicable countries of offset obligation (Paragraph I A.) must be specifically stated	03/00
IN-006	FOREIGN OFFSET CREDIT PROPOSAL Use in RFQs when Raytheon Company's prime contract requires offset credits and where Raytheon Company feels that appropriate foreign buys could help the Raytheon Company offset position under other contracts. Buyer will fill-in the blanks in Paragraph III A., if applicable, and Offeror will fill in blank in Paragraph III C. The Materiel Contract Brief will designate those contracts that have a negotiated offset requirement. The MCB may also direct the use of this Attachment under circumstances other than those specified in this Use Statement. In case of questions which cannot be answered locally (i.e., Surveillance, Subcontracts Advisor, or Contracts Administration), contact Offshore Trade Development.	03/00
IN-008	OFFSHORE PROCUREMENT PROVISION IN-008 contains Government requirements, imposed by the International Traffic in Arms Regulations (ITAR). These requirements are mandatory under certain circumstances when exporting technical data. Prior to exporting technical data, have the Sector/Subsidiary License Coordinator review the data for export license applicability. A copy of the accepted subcontract,	03/00

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including the provisions of IN-008, must be provided to the Raytheon Company Government Liaison for transmittal to the Office of Munitions Control.

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<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
IN-009	<p>INTERNATIONAL TRAFFIC IN ARMS REGULATIONS CERTIFICATE (REPORTING OF POLITICAL CONTRIBUTIONS, FEES OR COMMISSIONS)</p> <p>Use in each RFQ and Purchase Order of \$500,000 or more under a foreign direct or Foreign Military Sales (FMS) contract or subcontract where Raytheon Company is buying defense services or defense articles except foreign purchase orders where the items purchased will not enter the United States. The determination of Purchase Order applicability is made Procurement after coordination with Engineering and Program Office.</p> <p>This Attachment contains a certification form that must be completed, executed, and returned within 20 days after supplier's receipt of our first commitment. If not received within 25 days, a report of status and Buyer's efforts to obtain the Certificate must be forwarded to Contracts, Raytheon Company International, for report to the Department of State.</p> <p>Constant administration and liaison with the Contract Administrator and Contracts, Raytheon Company International, will be required. A copy of all certificates with an affirmative response and reports of contributions, including supplementary reports, etc., must be forwarded to Contracts, Raytheon Company International and the Contracts Administrator. Each order issued with this Attachment must state whether it is issued as a foreign direct sale or under authority of an FMS prime contract.</p>	03/00
IP	<u>INTELLECTUAL PROPERTY</u>	
IP-001	<p>REPRESENTATION CONCERNING RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE</p> <p>Use with RFQs and Purchase Orders whenever (1) supplier's performance calls for data to be delivered for U.S. Government prime; (2) supplier's performance involves experimental, developmental, or research work; (3) a study effort is involved; or (4) there is a requirement for the delivery by supplier of manufacturing or procurement data.</p>	03/00
<p>Note: IP-003 and IP-004, below, are used in orders involving experimental, developmental or research work that is (1) funded by Raytheon; or, (2) for customer other than the U.S. Government; but, each use in an RFQ or PO must be by Patent Department's direction or specific approval.</p>		
IP-003	<p>PATENT RIGHTS – LICENSE TO BUYER</p> <p>Provides for a license to Raytheon</p>	03/00
IP-004	<p>PATENT RIGHTS – LICENSE TO SELLER</p> <p>Provides for a license by a supplier of foreground patent rights as well as assignment of background patent reproduction rights.</p>	03/00

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<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
PT	PROPERTY	
PT-001	<p>PROPERTY IN POSSESSION OF SELLER</p> <p>To be used as an integral part of (1) all procurement documents containing provisions for Raytheon Company and/or Government-owned property to be supplied by Raytheon Company; (2) all procurement documents containing provisions for property to be fabricated or acquired by the supplier and retained for use in support of Raytheon Company procurements where the title to such property will be vested in Raytheon Company or the Government; (3) all "accountability" orders written as separate agreements, covering property in the possession of suppliers; or (4) when the supplier has Government-owned property in its possession and the prime contract provides for or the cognizant Government contracting Officer at Raytheon Company has agreed to the use of such property on a no-charge-for-use basis.</p>	03/00
PT-002	<p>INSTRUCTIONS FOR REPAIR/REWORK ORDERS – ESTIMATE ONLY</p> <p>The orders under this Attachment are unpriced at time of issue and must reach the supplier with or before the equipment being returned for repair/rework so that the supplier has full instructions for handling. Per Section IV, the order must specifically establish a due date for the supplier's quote. The Attachment is used where pricing is critical or where leadtime is adequate to allow for inspection, disassembly and development of quotation. This Attachment may be used in the return for repair/rework of any equipment or material provided warranty provisions, other than those available after successful repair/rework, are NOT involved.</p>	03/00
PT-003	<p>REPAIR/REWORK ORDER INSTRUCTIONS</p> <p>Use when repair/rework turn-around time is critical and the Company assumes the risk of allowing work to commence prior to receipt of pricing. The Attachment carries some safeguards in the repair/rework authorization and quote period but must be used with caution to avoid after-the-fact pricing. The order, with the Attachment, must reach the supplier at the time of or before delivery of the material for repair/rework. This Attachment may be used in the return for repair/rework of any equipment or material provided warranty provisions, other than those available after successful repair/rework, are NOT involved.</p>	03/00
PT-004	<p>ORDERS INVOLVING EQUIPMENT DESIGN AND CONSTRUCTION CONTROL</p> <p>Requires that equipment conforms with applicable laws, regulations, ordinances, and codes. The purchase order must include a statement specifying the state, county and city, and any more appropriate exact address such as the district, where the equipment purchased or rented will be installed or initially used. Not to be used for items that require further assembly in-house. Use of this Attachment is mandatory on equipment, which will not be incorporated in deliverable items unless relief from this requirement is obtained.</p>	03/00

<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
SA	SERVICE AGREEMENTS	
SA-001	CONSULTANT AGREEMENT	03/00
	<p>Consulting services are such services acquired for the purpose of supporting or improving Company policy development, decision making, proposal preparation, management and administration, or improving the operations of management systems. Training of Company personnel is not consulting services. This Agreement shall be appended to a Purchase Order and incorporated by reference as an Exhibit. The Buyer shall follow the work instruction procedures and obtain the appropriate advance approvals. If the Agreement is to be performed in support of a Government contract then Agreement Section 13 should be deleted. Exhibits A, Industrial Property Rights Agreement, and Exhibit B, Certificate of Compliance with Conflict of Interest Statement, Ethical Business Standards and Federal Anti-Kickback Act shall executed by the proposed Consultant prior to issuance of the PO and made a part of the PO.</p>	
SA-004	INSURANCE PROTECTION, INDEMNIFICATION, & SECURITY REQUIREMENTS	03/00
	<p>Used when all or part of required performance will be accomplished on Raytheon Company property, premises under the control of Raytheon Company.</p> <p>Worker's Compensation insurance is not mandatory in California and Arizona for a working partner or sole proprietor of a consulting firm. The Buyer shall contact company insurance or the Subcontract Advisor for help in determining whether or not Worker's Compensation coverage will be required for such individuals.</p> <p>Also the Buyer should contact Corporate Insurance if he/she has questions or concerns regarding the adequacy of the standard SA-004 insurance limits and coverage for a particular procurement.</p>	
SA-005	STANDARD TERMS AND CONDITIONS – HAZARDOUS WASTE DISPOSAL AND ENVIRONMENTAL ENGINEERING AND CONSULTING	03/00
	<p>Provides terms to be included in orders calling for consulting work in environmental engineering dealing with hazardous waste.</p> <p>The following provisions must be addressed in the body of the Purchase Order:</p> <ol style="list-style-type: none"> 1. SCOPE OF WORK. This Purchase Order shall include the scope of work attached hereto as Exhibit " ". 2. TIME FOR PERFORMANCE. The Services to be performed shall be commenced by Contractor on or before _____, 19__, and shall be concluded with all requisite final reports submitted to Customer by _____, 19__, (set forth applicable milestones, of any). 	

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<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
	<p>3. PRICING. For the Services, Consultant shall be paid a (firm fixed price of \$_____) (in accordance with the Pricing Schedule attached hereto as Exhibit " ", which amount shall in no event exceed \$_____).</p> <p>4. INVOICING. Contractor shall submit its invoice in triplicate, with the Purchase Order Number referenced thereon, to:</p> <p>5. REPRESENTATIVES. Customer's representative for purpose of coordinating Services shall be: Telephone _____ Contractor's representative shall be: Telephone _____</p> <p>6. PROJECT MANAGER. Contractor agrees that _____ shall be Contractor's project manager who will actively work on the project and manage the Services. Said project manager will not be replaced without the prior written consent of customer (if other parties on project team are also to be specified, set forth here).</p> <p>7. ADDRESS FOR NOTICES. For Customer: Attention: Name and Title: For Contractor: RAYTHEON COMPANY Attention: Name and Title:</p> <p>8. GENERAL TERMS AND CONDITIONS. This Purchase Order shall include the following Attachments which are incorporated herein by this reference: (Exhibit A, SCOPE OF WORK; Exhibit B, PRICING SCHEDULE; Purchase Order Attachment SA-005, STANDARD TERMS AND CONDITIONS - ENVIRONMENTAL ENGINEERING AND CONSULTING).</p>	
SA-006	<p>STANDARD TERMS AND CONDITIONS - HANDLING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE</p> <p>Provides the Standard Terms for orders involving disposal of hazardous waste.</p> <p>The following provisions must be addresses in the body of the Purchase Order because they are not addressed in the text of the Standard Terms and Conditions regarding Hazardous Waste Disposal:</p> <p>1. SCOPE OF WORK. This Purchase Order shall include the scope of work attached hereto as Exhibit " ".</p>	03/00

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SA-008	SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 California applicability only. Use is limited to RFQs and Purchase Orders requiring deliveries/services performed at Raytheon Company facilities located in the State of California. Use when contracted services (non-personal services) will be performed on Company facilities or when a Purchase Order calls for delivery of chemicals, either directly or indirectly, to Raytheon Company facilities located in the State of California. All exceptions must be approved by the Subcontract Advisor or Legal Counsel.	03/00
SA-009	LEASE/RENTAL AGREEMENT Provides the T&Cs governing rentals and leases of equipment when used in conjunction with the General Terms and Conditions of Purchase. However, a supplier may insist upon use of its preprinted T&Cs or modifications thereof (i.e., the leasing of data processing equipment) and in this case this Attachment would not be acceptable or appropriate. Use of Supplier Attachment is to be coordinated with the Subcontract Advisor/Legal Counsel.	03/00
TC	<u>TERMS AND CONDITIONS OF PURCHASE</u>	
TC-001	RAYTHEON COMPANY, GENERAL TERMS AND CONDITIONS OF PURCHASE Use in all solicitations and Purchase Orders unless an MCB or other direction from the Subcontract Advisor indicates otherwise.	04/02
TC-002	RAYTHEON COMPANY, TERMS AND CONDITIONS OF PURCHASE SUPPLEMENT 1 – GOVERNMENT PROVISIONS FROM THE FEDERAL ACQUISITION REGULATION (FAR) Except when an MCB or other direction from the Subcontract Advisor indicates otherwise and except when procuring an item meeting the commercial item definition of FAR 2.101, in which case this attachment need not be used, use in all solicitations and Purchase Orders under any US Government prime contract or higher tier subcontract thereunder.	11/01
TC-003	RAYTHEON COMPANY, TERMS AND CONDITIONS OF PURCHASE SUPPLEMENT 2 – GOVERNMENT CONTRACT PROVISIONS FROM THE DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) Except when an MCB or other direction from the Subcontract Advisor indicates otherwise and except when procuring an item meeting the commercial item definition of FAR 2.101, in which case this attachment need not be used, use in all solicitations and Purchase Orders under any DoD prime contract or higher tier subcontract thereunder.	11/01

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<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
TC-004	<p>INTERNATIONAL TERMS AND CONDITIONS OF PURCHASE</p> <p>Use in Purchase Orders and Subcontracts with foreign suppliers. Use with TC-002 (FAR) and TC-003 (DFARS) attachments for end-use U. S. Government customer contracts.</p>	09/00
TC-006	<p>COST-REIMBURSEMENT PROVISIONS</p> <p>This attachment contains the basic Provisions covering cost-reimbursement type subcontracts. This attachment may be used for cost-type major subcontracts. (TC-002, General Terms and Conditions of Purchase, Supp 1., may be used for lower dollar value cost-type orders or for a cost-type line item on an otherwise fixed price order.) Not to be used under Company funding without Supply Chain and Finance management approval, and should not be used under contract funding unless the higher-tier contract is cost-type. This Attachment supplements Attachment TC-001.</p>	03/00
TC-007	<p>OPTIONAL FAR/DFARS CLAUSES</p> <p>These clauses are considered to fit special rather than general situations that are most frequently used under DoD contracts. Flow-down direction for use of a clause will be given in the Materiel Contract Brief for applicability to RFQs and Purchase Orders. Do not use a clause unless it is included in the contract or will not conflict with any contract provision. Use of TC-007 will require the Buyer to specify in the incorporation entry for the Attachment which of the listed clauses are applicable; e.g., TC-007 (A/B/I & Q), Optional FAR, DFARS Clauses. The following briefly covered the ground rules for the use of each clause.</p> <p>A. Pension Adjustments and Asset Reversions. Use in orders when certified cost or pricing is required and when any pre-award or post-award cost determination will be subject to part 31.2.</p> <p>B. Reversion or Adjustment of Plans for Postretirement Benefits Other than Pensions. Use in orders when certified cost or pricing data is required and when pre-award or post-award cost determinations will be subject to part 31.2.</p> <p>C. Federal, State, and Local Taxes (Non-competitive Contract). Do not use in RFQs. Use in non-competitive negotiated fixed-price orders exceeding \$10,000 if the price does not include a contingency for tax charge and the supplier so warrants in writing.</p> <p>D. Cost Accounting Standards. This clause should be specifically incorporated into Orders in excess of \$500K under Government contracts subject to Public Laws 91-379/100-679. Do not include if the offeror certifies that it is exempt pursuant to Attachment CR-001 or CR-005, or if any firm-fixed price subcontract is awarded without submission of any cost data. Particularly note that small business is totally exempt.</p> <p>E. Disclosure and Consistency of Cost Accounting Practices. Include only in those Orders exceeding \$500K where the offeror claims exemption under 4 CFR 331.30(b)(7) or 4 CFR 332. Do not include in RFQs.</p> <p>F. Cost Accounting Standards – Educational Institutions. Include in all Order exceeding \$500K involving an educational institution as the subcontractor.</p>	05/00

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- G. Administration of Cost Accounting Standards.** Use this clause in all Orders that contain one of the clauses at D or E or F, above.

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<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
H.	<p>Progress Payments. Use in RFQs where progress payments are being offered to suppliers that are other than small business concerns as well as in the Purchase Orders where progress payments have been negotiated. Progress payments should generally not be offered unless allowed under the terms of Buyers' customer contract and the guidelines of Purchase Order value and lead time are complied with as provided in FAR 32.502-1 (i.e., large business - \$1M or more, delivery 6 months or more). Use of progress payments requires supplier accounting system approval by Buyer. The RFQ and Purchase Order must include a provision setting forth the allowable progress payment percentage under the respective customer contract (refer to the MCB or Subcontracts Advisor).</p>	
I.	<p>Progress Payments (Small Business) (Alternate 1). Same as D above, except applicable to small businesses. This clause must be used in the RFQ whenever the bidder's list includes a small business and the guidelines of Purchase Order value and lead time are complied with as provided in FAR 32.502-1 (i.e., small business - \$100K or more, delivery 4 months or more).</p>	
J.	<p>Buy American Act – Trade Agreements – Balance of Payments Program. Used in orders when the MCB indicates Raytheon Company's prime contract is subject to the Trade Agreements Act.</p>	
K.	<p>Reporting of Contract Performance Outside the United States. Used only if Raytheon Company is (1) the prime contractor, and (2) the RFQ/Purchase Order is expected to exceed or exceeds \$100,000.</p>	
L.	<p>Declaration of Technical Data Conformity. Used to obtain Seller certification that technical data delivered is in conformance with the requirements of the subcontract or Purchase Order.</p>	
M.	<p>Warranty of Data. Use in all orders requiring the delivery to Raytheon of technical data that will be delivered to the US. Government.</p>	
TC-009	<p>FIXED PRICE LEVEL OF EFFORT TERMS</p> <p>Used in conjunction with General Terms and Conditions of Purchase (TC-001), and for U.S. Government contracts, the FAR and DFARS Supplements (TC-002; TC-003) for procurement of services on a fixed price level of effort basis under a U.S. Government contract.</p>	03/00
<u>TR</u>	<u>TERMINATION OF SUBCONTRACTS</u>	
TR-001	<p>NO-CHARGE TERMINATION AND RELEASE CLAUSE</p> <p>Use to settle a partial or complete termination by Buyer of a fixed-price PO when there is no termination or settlement amount or claim. Use whether or not California law governs the terms and conditions of the PO.</p>	03/00

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<u>NUMBER</u>	<u>BASIC USE STATEMENT</u>	<u>DATE</u>
TR-002	COST SETTLEMENT TERMINATION CLAUSE Use to pay a specific dollar amount as a termination settlement claim. Use whether or not California law governs the terms and conditions of the PO. If the Seller has any other claim in connection with the Purchase Order, such as any set-off or a price adjustment for the non-terminated portion of the order, it must be reflected separately in the change notice.	03/00