

T-SPRDL1-17-R-0167
Display Assemblies

RAYTHEON MISSILE SYSTEMS PURCHASE ORDER ATTACHMENT

This attachment is designed for use with solicitations and awards under Prime Solicitation SPRDL1-17-R-0167.

If any of the following clauses do not apply to this solicitation or Purchase Order, such clauses are considered to be self-deleting.

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-3	Taxpayer Identification
52.204-4	Printed or Copied Double-Sided on Recycled Paper
52.204-5	Women-Owned Business Other Than Small Business
52.204-8	Annual Representations and Certifications
52.204-17	Ownership or Control of Offeror
52.204-19	Incorporation by reference of representations and certifications
52.207-4	Economic Purchase Quantity – Supplies
52.209-9	Updates of Publically Available Information Regarding Responsibility Matters (Domestic suppliers only)
52.210-1	Market Research
52.215-6	Place of Performance
52.219-16	Liquidated Damages—Subcontracting Plan (with substitution of Subcontractor for Contractor, but not Raytheon for Government)
52.222-1	Notice to the Government of Labor Disputes
52.222-19	Child Labor—Cooperation with Authorities and Remedies (with substitution of Subcontractor for Contractor, but not Raytheon for Government)
52.222-38	Compliance with Veteran’s Employment Reporting Requirements
52.222-60	Paycheck Transparency (Executive Order 13673)
52.223-6	Drug-Free Workplace (only for noncommercial item subcontracts performed within the U.S.) (with substitution of Subcontractor for Contractor, but not Raytheon for Government)
52.225-25	Prohibition on Conducting Restricted Business Operations in Iran - Representation and Certification
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan - Certification
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)
52.230-1	Cost Accounting Standards Notices and Certification
52.246-1	Contractor Inspection Requirements
52.246-16	Responsibility for Supplies
52.247-1	Commercial Bill of Lading Notations (when supplier is shipping deliverables directly to government locations)

52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments (if subcontractor will ship by rail)
52.247-68	Report of Shipment (REPSHIP)
52.249-8	Default (Fixed-Price Supply and Service) (with substitution of Subcontractor for Contractor and Raytheon for Government)
52.252-2	Clauses Incorporated by Reference
52.252-6	Authorized Deviations in Clauses
52.253-1	Computer Generated Forms
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7005	Representation Relating to Compensation of Former DOD Officials
252.204-7003	Control of Government Personnel Work Product (with substitution of Subcontractor for Contractor and Raytheon for Government)
252.204-7007 Alt A	Alternate A, Annual Representations and Certifications
252.205-7000	Provision of Information to Cooperative Agreement Holders (For subcontracts exceeding \$1M)
252.211-7005	Substitutions for Military or Federal Specifications and Standards
252.211-7006	Passive Radio Frequency Identification
252.215-7002	Cost Estimating System Requirements (with substitution of Subcontractor for Contractor, but not Raytheon for Government)
252.222-7007	Representation Regarding Combating Trafficking in Persons
252.225-7000	Buy American Act--Balance of Payments Program Certificate
252.225-7032	Waiver of United Kingdom Levies—Evaluation of Offers
252.232-7010	Levies on Contract Payments (with substitution of Subcontractor for Contractor, but not Raytheon for Government)
252.242-7005	Contractor Business System
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (for carriage in which a motor carrier, broker, or freight forwarder will provide or arrange truck transportation services that provide for a fuel-related adjustment)
252.247-7022	Representation of Extent of Transportation by Sea

52.243-1 Changes – Fixed-Price, modified as follows:

(a) **Raytheon** may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for **Raytheon** in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, **Raytheon** shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The **Subcontractor** must assert its right to an adjustment under this clause within **20** days from the date of receipt of the written order. However, if **Raytheon** decides that the facts justify it, **Raytheon** may receive and act upon a proposal submitted before final

payment of the contract.

(d) If the **Subcontractor's** proposal includes the cost of property made obsolete or excess by the change, **Raytheon** shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the **Subcontractor** from proceeding with the contract as changed.

52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007 (TACOM)

(a) **Buyer** may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the **Buyer** at any time, but in any event not later than 270 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the **Buyer** may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION MAR/1990 (TACOM)

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) ☐ I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is \$.

(ii) ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the **Buyer** and **Subcontractor** will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004 (TACOM)

(a) **The Government** intends to acquire only new material. Unless **the Purchase Order** otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the **subcontractor** shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the **subcontractor** has proposed the use of such supplies, and **Buyer** has authorized their use.

(d) Offers to provide other than new material shall be submitted to the **Buyer** for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. **Subcontractors** who intend to offer other than new material are to fill out the Other Than New Material Worksheet at:

http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by **Buyer**, **Buyer** may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting **Subcontract**.

52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994 (TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER **BUYER** DESIGN CONTROL. Once the **Buyer** accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under **Buyer's** design control.

(b) WHEN THE POLICY CAN BE WAIVED. The **Buyer's Subcontract Manager** will consider waiving this policy at your request. If your request reaches the **Subcontract Manager** after the first production item test has been performed, then **Buyer** may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008 (TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's **or Buyer's** specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's **or Buyer's** specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) No CIODS shall be used in meeting the requirements of this **subcontract**. If the use of CIODS is required in the performance of this **contract**, notify the **Buyer** immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without **Buyer** approval. If the use of Class II ODS is required in the performance of this contract, notify the **Buyer** immediately in writing.

52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING MAR/1996 (TACOM)

(a) It is not the intent of the **Buyer** to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The **Buyer** shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to **Buyer** option rights to take title to the same except as

specified in the DEFAULT, TERMINATION FOR CONVENIENCE, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and non-severable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and non-severable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR
POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-
OWNED PROPERTY JAN/1991
ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING
REPRESENTATION:

The offeror certifies that there ☐ is ☐ is not Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use, ☐ will ☐ will not ☐ may or may not (not finally determined as of the date of this offer) be used in the performance of the **subcontract** resulting from this solicitation.

NOTE: Offerors checking “is” AND “will” or “may or may not” above must notify the **Buyer** representative listed **in the RFP** at least **fifteen (15)** days before the date when offers are due under the solicitation. If no such notification is given, **Government** authorization for the use of such property in this contract may be denied.

CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.