

**RAYTHEON MISSILE SYSTEMS
PURCHASE ORDER ATTACHMENT**

This attachment is designed for use with awards under Contract N00019-12-C-2000
The following Buyer's terms and conditions are revised to include the following additional provisions for this Purchase Order:

TC-002

- 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments) (APR 2003)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.246-11 Higher-Level Contract Quality Requirement (FEB 1999)
- 52.247-1 Commercial Bill of Lading Notations (FEB 2006)
- 52.247-68 Report of Shipment (REPSHIP) (FEB 2006)

TC-003

- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
- 252.204-7002 Payment for Subline Items Not Separately Priced (JAN 2009)
- 252.204-7003 Control Of Government Personnel Work Product (APR 1992)
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
- 252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (JAN 2009)
- 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)
- 252.211-7007 Reporting of Government Furnished Equipment in the DoD Item (AUG 2012)
- 252.215-7002 Cost Estimating System Requirements (DEC 2012)
- 252.223-7004 Drug Free Work Force (SEP 1988)
- 252.225-7004 Report of Intended Performance Outside the United States and Canada-- Submission after Award (OCT 2010)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.239-7000 Protection Against Compromising Emanations (JUN 2004)

The following additional Prime Contract requirements apply to this Purchase Order except that the term "Government" and equivalent phrases shall mean "Buyer," the term "Contracting Officer" shall mean "Buyer's Purchasing Representative," the term "Contractor" or "Offeror" shall mean "Seller," "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order":

**5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR)
(JAN 2007)**

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g.,

film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

5252.223-9502 HAZARDOUS MATERIAL (NAVAIR)(APR 2009)

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Director:

Environmental Engineer
Naval Air Systems Command 6.7.1.4 Design Interface and Maintenance Planning
47013 Hinkle Circle
Bldg 416 Ste 200B Patuxent River, MD 20670-1628
Phone: 301-757-6177

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

**5252.247-9520 PRESERVATION, PACKAGING, AND PACKING (NAVAIR)
(OCT 2005)**

(a) The contractor shall preserve, pack and package items procured for system stock, overseas destinations or ships at sea, in accordance with the MIL-STD-2073-1 Level A requirements delineated in the schedule or elsewhere in the contract or order. If specific requirements are not included in the contract or order, the contractor shall preserve and package in accordance with previously approved level A requirements, within the technical parameters contained in MIL-STD-2073-1. Preservation and packing materials shall be fire retardant/non-combustible as prescribed in the specific packaging requirements in the contract or order, and to the maximum extent practicable.

(b) If the packaging materials specified in the contract or order are not fire retardant, and fire retardant varieties are included in commodity specifications for these materials, the contractor shall use fire retardant varieties. Fire retardant packaging materials are not required for items not used aboard ship. The use of plastic packaging materials is prohibited unless prescribed in specific packaging requirements in the contract or order, or unless required to adequately protect the item from damage

(c) For items procured for installation/immediate use, the contractor shall preserve and package in accordance with the Level C requirements of MIL-STD-2073-1. Packing for shipment (i.e., shipping container) shall be in accordance with MIL-STD-2073-1, Level A, for overseas surface shipments that are not containerized and all deliveries to ships at sea; Level B for all remaining overseas shipments; Level C or domestic shipments of items consumed at first destination. Fire retardant materials are not required in packing (i.e., shipping container) operations. All units, intermediate and shipping containers, shall be marked in accordance with MIL-STD-129. The use of shredded paper, excelsior, polystyrene and other loose-fill materials as a cushion is prohibited in all packaging and packing operation

(d) In accordance with 29 CFR, the contractor shall ensure that the following caution label is placed on all unit, intermediate and shipping containers for all items containing asbestos in a form that can be inhaled:

**CAUTION
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM**

(e) All items containing asbestos in a form that can be inhaled shall be packaged in sealed, impermeable bags or other impermeable containers, as required by 29 CFR.

NOTE TO SUPPLIERS: If the supplies to be furnished on this document require the asbestos caution label described above, the contractor shall notify the contract administrator indicated in the schedule prior to shipment.

**5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-
CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of

Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H-4 WARRANTY

3. WARRANTY PERIOD:

(a) The AUR warranty period begins with the acceptance date (DD-250) and ends when one of the following events occur:

- (i) 15 years after the initial missile acceptance date (DD-250); or
- (ii) the missile passes inbound missile acceptance testing before re-certification, if Raytheon is not the depot Contractor; or
- (iii) the missile passes outbound acceptance testing after re-certification, if Raytheon is the Depot Contractor; or
- (iv) the missile power-on time exceeds 200 hours after acceptance (DD-250) of the missile; or
- (v) the missile is powered on more than 100 cycles after acceptance of the missile.

Note: In the event a Contractor-initiated software change is installed on a stand-alone basis into a Government accepted missile, the power-on time will be extended to 215 hours in item (iv) above and the power-on cycles will be increased to 107 cycles in item (v) above. This extended warranty will be implemented on the applicable missile on a one-time basis only, and does not apply to Contractor-initiated software installation that is done in conjunction with any Government-initiated software change.

(b) For missiles that are delivered for PAT, FGT, In-Line Acceptance Flight Testing, or Flight Testing, the warranty shall end at the completion of testing. The cost of retrieving failed test assets shall be borne by the Government.

(c) Any supplies furnished or parts thereof corrected or furnished in replacement shall be subject to the same warranty coverage as the original missile, for the remaining warranty period, excluding time from Contractor receipt through Government acceptance (DD1149 or DD250). (For example: A missile that has been in the Fleet for five (5) years is returned for a warranty repair, upon completion of the repair, the missile and the replaced component(s) shall be warranted for the remaining ten (10) years). If a warranted missile fails, and the Contractor elects to replace the failed missile with a missile previously returned for a repair, the replacement missile is warranted for a period equal to the balance of its warranty prior to induction for repair, but not less than the warranty period of the warranted missile being replaced. If a component or subsystem is removed from a failed missile, repaired, and used to repair warranted assets, the component or subsystem shall have a warranty period not less than that of the missile in which it is installed. The Contractor is allowed to exchange a component or subsystem in a failed missile in accordance with PMA280-4710/7 document entitled "Tomahawk Block IV Missile Program Depot Maintenance Interchangeability Plan." Any components or subsystems exchanged under this document shall not void the missile warranty and shall also be subject to the same warranty

coverage as addressed in subparagraph 3 (c), nor change any of the other warranty coverage/terms.

(d) For warranty repair that the Government ACO and the Contractor mutually agree to accomplish at a facility other than the Contractor's facility, the Contractor shall provide all hardware, special tools, training, and maintenance instructions necessary to accomplish the repair. Missiles completing warranty repair at other than the Contractor's facility, whether performed by Contractor personnel, Government personnel under the direction of Contractor personnel, or by personnel contracted by the Government – with the consent of the Contractor, shall retain the residual balance of the warranty as defined in paragraph (a) above.

H-12 HEXAVALENT CHROMIUM

H-12 Hexavalent Chromium

During redesign of Tomahawk Blk IV AUR subassemblies the Contractor shall consider use of alternatives to materials containing Hexavalent Chromium as stated in DFARS clause 252.223-7008 Prohibition of Hexavalent Chromium and DFARS clause Section 223.7304 Exceptions. Contractor shall provide documentation to the Government addressing any positive or potential negative consequences to AUR service life performance associated with making a change to eliminate Hexavalent Chromium based on evidence available at that point in time. The Government also encourages the Contractor to consider and submit potential opportunities for reductions or elimination of Hexavalent Chromium containing materials at any time during the contracting period of performance for the Government's consideration, separate from any subassembly redesign activity. Contractor shall flow down this requirement to their subcontractors.

H-15 MARKET RESEARCH

H-15 Market Research Exception

The Contractor shall comply with the FAR clause 52.210 language for subcontracts over the simplified acquisition threshold for items other than commercial items to the maximum extent practicable, except for the following for CLINs 0001, 0002, 0101, and 0102:

- 1) Subcontracts or purchase orders awarded prior to award of the contract;
- 2) Subcontracts or purchase orders for which the Contractor has a Term Sheet prior to award;
- 3) Subcontracts or purchase orders for which the Contractor has a negotiated agreement prior to award;
- 4) Subcontracts or purchase orders for which proposals were received prior to award.

The Contractor shall fully comply with FAR clause 52.210 for subcontracted work arising under future modifications.