

Raytheon

To be filled out by Raytheon Buyer:

NE Supplier Code: \_\_\_\_\_  
 ESD Supplier Code \_\_\_\_\_  
 Supplier Name: \_\_\_\_\_  
 Size: \_\_\_\_\_  
 Buyer: \_\_\_\_\_

**RAYTHEON INTEGRATED DEFENSE SYSTEMS  
 ANNUAL CERTIFICATIONS AND REPRESENTATIONS**

**1) FAR 52.215-6 Place of Performance (10/97) (Raytheon Modified)**

(a) The offer or respondent, in the performance of any subcontract resulting from this annual certification, \_\_\_\_\_ *intends*, \_\_\_\_\_ *does not intend* (check applicable block), to use one or more plants or facilities located at a different address from the following address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(b) If the offer or respondent checks "intends" in paragraph (a) above of this provision, it shall insert in the following spaces provided the required information:

Place of Performance (Street  
 Address, City, County, State  
 Zip Code)

Name and Address of Owner and Operator  
 of the plant or facility if other than  
 offeror or respondent

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**2) FAR 52.219-1 Small Business Program Representations (04/02)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph

(b)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \* \_\_\_ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \* \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**3) FAR 52.222-21 Prohibition of Segregated Facilities (02/99)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The Subcontractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Subcontractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Subcontractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause .

**4) FAR 52.222-22 Previous Contracts and Compliance Reports (02/99)**

The offeror represents that --

(a) It \_\_\_\_ *has*, \_\_\_\_ *has not* participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It \_\_\_\_ *has*, \_\_\_\_ *has not* filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**5) FAR 52.222-25 Affirmative Action Compliance (04/84)**

The supplier represents that:

(a) It \_\_\_\_ *has*, developed and has on file, \_\_\_\_ *has not*, developed and does not have on file, at each establishment , affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2),or

(b) It \_\_\_\_ *has not*, previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**6) DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBLE MATTERS  
(Applicable for proposals exceeding \$25,000)**

To the best of its knowledge and belief, the Offeror or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the Offeror or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy.

"Principals" for the purpose of this certificate, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.

The Offeror shall provide immediate written notice to Raytheon Company if, at any time prior to purchase order award, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Failure to provide this certificate will not necessarily result in the withholding of a purchase order; however, the certificate will be considered in connection with a determination of the Offeror's responsiveness. Failure of the Offeror to furnish such additional information as requested in the absence of this certification may render the Offeror non-responsive.

Execution of this certificate is a material representation of fact upon which reliance may be placed in making a purchase order award. If it is subsequently determined that this certificate was erroneous, Raytheon Company may, in addition to other available remedies, terminate a purchase order resulting.

**7) (1) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (04/91)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in

paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Raytheon Buyer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**8) DOD FAR SUPP 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (12/91)**

(a) The Government may furnish precious metals required in the manufacture of items to be delivered under any U.S. Government contract if the Raytheon Buyer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the subcontract.

(b) The Supplier shall cite in quotations, for items manufactured with precious metals, the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this subcontract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

SAMPLE NOTICE IS AS FOLLOWS:

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)
-----------------	----------	--

\*If platinum or palladium, specify whether sponge or granules are required.

(c) Suppliers shall submit two prices for each deliverable item, which contains precious metals -- one based on the Government furnishing precious metals, and one based on the subcontractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The subcontractor agrees to insert this clause, including this paragraph (d), in annual certifications for subcontracts and purchase orders issued in performance of this subcontract, unless the subcontractor knows that the item being purchased contains no precious metals.

**9) DOD FAR SUPP 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (03/98)**

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities.

Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.

The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

#### 10) DOD FAR SUPP 252.223-7002

#### **Safety Precautions for Ammunition and Explosives (05/94)** **(Applicable to all orders received which involve ammunitions and explosives)**

The supplier \_\_\_\_\_ *does*, \_\_\_\_\_ *does not* use or incorporate ammunition or explosives in the products sold to Raytheon.

(a) Definition. "Ammunition and explosives," as used in this clause -

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in following forms:

(i) Bulk;

(ii) Ammunition;

(iii) Rockets;

(iv) Missiles;

(v) Warheads;

(vi) Devices; and

(vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following unless the Subcontractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system -

(i) Inert components containing no explosives, propellants, or pyrotechnics;

(ii) Flammable liquids;

(iii) Acids;

(iv) Oxides

(vi) Other materials having fire or explosive characteristics

(b) Safety requirements.

- (1) The Subcontractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26 - M hereafter referred to as "the manual," in effect on the date of this annual certification for this contract. The Subcontractor shall also comply with any other additional requirements included in the schedule of this contract.
- (2) The Subcontractor shall allow the Government access to the Subcontractor's facilities, personnel evaluate, and safety program documentation. The Subcontractor shall allow authorized Government representatives to safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

- (1) If the Raytheon Buyer notifies the Subcontractor of any noncompliance with the manual or schedule provisions, the supplier shall take immediate steps to correct the noncompliance. The supplier is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.
- (2) The supplier has 30 days from the date of notification by the Raytheon Buyer to correct the noncompliance and inform the Raytheon Buyer of the actions taken. The Raytheon Buyer may direct a different time period for the correction of noncompliance's.
- (3) If the Subcontractor refuses or fails to correct noncompliances within the time period specified by the Raytheon Buyer, the Government has the right to direct the Subcontractor to cease performance on all or part of this contract. The supplier shall not resume performance until the Raytheon Buyer is satisfied that the corrective action was effective and the Raytheon Buyer so informs the Subcontractor.
- (4) The Raytheon Buyer may remove Government personnel at any time that the Subcontractor is in noncompliance with any safety requirement of this clause.
- (5) If the direction to cease work or the removal of Government personnel results in increased costs to the supplier, the supplier shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Raytheon Buyer later determines that the Subcontractor had in fact complied with the manual or schedule provisions. If the Subcontractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps.

If a mishap involving ammunition or explosives occurs, the Subcontractor shall –

- (1) Notify the Raytheon Buyer immediately;
- (2) Conduct an investigation in accordance with other provisions of this certification or as required by the Raytheon Buyer; and
- (3) The Subcontractor shall ensure that its subcontractors understand and agree to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys, of subcontractor facilities solely to prevent occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interest.
- (4) The supplier shall notify the Raytheon Buyer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Subcontractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

**11) DOD FAR SUP 252.225-7000 Buy American Act–Balance of Payments Program Certificate (04/03)**

(a) Definitions. “Domestic end product,” “foreign end product,” “qualifying country,” and “qualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government:

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that:

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

\_\_\_\_\_

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

**12) EQUAL OPPORTUNITY**

\_\_\_\_ Not applicable- Foreign Supplier

Previous Contracts and compliance Reports

The offeror represents that;

- (a) \_\_\_\_ it has, \_\_\_\_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of a solicitation, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114
- (b) \_\_\_\_ it has, \_\_\_\_ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed suppliers, will be obtained prior to subcontract awards.

**13) ENVIRONMENTAL PROTECTION**

(a) Any facility to be used in the performance of a Raytheon Company order is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities

(b) During the 12 month period this certification is in effect the offeror will promptly notify the Raytheon Company's purchasing representative, of the receipt of any communication from the Environmental Protection Agency, indicating that any facility which it proposes to use for the performance of the proposed order is under consideration to be listed on the EPA List of Violating Facilities.

(c) It will include substantially, this certification, including this Paragraph C, in every nonexempt subcontract or order.

**14) ANNUAL CERTIFICATION**

The supplier certifies that the above certifications and representations are current, accurate and complete as of the date these annual certifications are executed. If the supplier's status changes during the effective period of the certification, the supplier must notify Raytheon within 30 days. Notification (original copy) should be sent to the cognizant buyer/subcontract administrator requesting this certification.

Effective period: The effective period of this annual certification is one year from the date this certification package is signed by an authorized official of the company.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Company Address (street & #)

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Date