

PURCHASE ORDER ATTACHMENT CR-004
GOVERNMENT CERTIFICATIONS

AS PART OF A PROPOSAL SUBMITTED TO RAYTHEON COMPANY THE OFFEROR CERTIFIES AS FOLLOWS:

FAR 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)
(Regardless of dollar value)

- (a) Definition. Forced or indentured child labor means all work or service—
- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end products(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

- (c) Certification. The Buyer will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies (Sept 2002)
(Regardless of dollar value)

As prescribed in 22.1505(b), insert the following clause:

Child Labor-Cooperation with Authorities and Remedies (Sept 2002)

- (a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$56,190 or more; or
- (4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$169,000 or more.

- (b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture of importation of products mined, produced, or manufactured by forced or indenture child labor, authorized officials may need to conduct investigation to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3 (i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, person, or premises upon reasonable request by the authorized official.

- (c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor used forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

- (d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedure in FAR Subpart 9.4.
- (3) The debaring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

THE TEXT OF THIS DOCUMENT SHALL NOT BE CHANGED EXCEPT BY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

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.

ENVIRONMENTAL PROTECTION

(Applicable for proposals exceeding \$100,000)

- A. Any facility to be used in the performance of this proposed order is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities
- B. It will promptly notify the Raytheon Company's purchasing representative, prior to award, 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 solicitation certification, including this Paragraph C, in every nonexempt subcontract or order.

CERTIFICATE AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(Applicable for proposals exceeding \$100,000)

In compliance with FAR 52.203-11, Certificate and Disclosure Regarding Payments to Influence Certain Federal Transactions, to the best of its knowledge and belief that, as defined in FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, as of December 23, 1989, 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, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding 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.

If any funds other than Federal appropriated funds, including profit or fee received under a transaction covered under FAR 42.203, have been paid, or will be paid, to any person for influencing or attempting to influence any person referred to in the preceding paragraph on its behalf in connection with this solicitation or purchase order, the Offeror shall complete and submit with this solicitation or purchase order, the OMB standard form LLL, "Disclosure of Lobbying Activities".

The recipient of any purchase order resulting from this solicitation shall include the language of this certification and disclosure requirements in all lower tier awards in excess of \$100,000. Lower tier subcontractors shall forward disclosure forms from tier to tier until received by the prime contractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.

The Seller, or any affected lower tier subcontractor, shall also file disclosure forms in the manner specified above for any event that, as defined in FAR 3.803(b), materially affects the information submitted in prior certifications or disclosures.

SUBCONTRACTING PLAN CERTIFICATION

(Applicable for proposals exceeding \$500,000)

- A. That Offeror will adopt a Subcontracting Plan that fully complies with the requirements of the Federal Acquisition Regulation (FAR) 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan", whichever is applicable to this solicitation.
- B. That Offeror will submit in a timely manner Standard Form 294, "Subcontracting Report for Individual Contracts", and Standard Form 295, "Summary Subcontract Report", in accordance with the instructions on those forms.
- C. That Offeror recognizes that the term "Contracting Officer" on Standard Form 294 shall be interpreted to mean "Administrative Contracting Officer" having cognizance over Offeror's facility.

FIRM: _____
Signature of Authorized Representative

NAME:
TITLE:
DATE:

RFP #

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Please indicate Business Size:

- Large Business
- Small Business
- Small Disadvantaged Business
- Woman-owned Disadvantaged Small Business
- Woman-owned Small Business
- Foreign Business
- Non Profit Business
- HBCU/MI
- Veteran-owned Business
- Service Disabled Veteran-owned Small Business
- Native American Business
- Certified Hubzone Business

If US Small Business Administration Certified, please attach a copy of certification letter/form.

END OF DOCUMENT

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