

CUSTOMER CONTRACT REQUIREMENTS
Visual Information Initiative VII
CUSTOMER CONTRACT 2017-1705300002

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

52.203-7 Anti-Kickback Procedures (MAY 2014). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). This clause applies to contacts that exceed \$150,000 where Seller's employees will perform acquisition functions closely associated with inherently governmental functions, as defined in paragraph (a) of the clause. The term "Contracting Officer" means "Buyer." In paragraph (a) (1) "Contractor" means "Seller." In paragraph (a)(2) "subcontractor" means "Seller" and "Contractor" means "Buyer" if Seller is a self-employed individual.

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-14 Integrity of Unit Prices (OCT 2010). This clause applies except for contracts at or below \$150,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.219-8 Utilization of Small Business Concerns (NOV 2016).

52.219-9 Small Business Subcontracting Plan (NOV 2016). This clause applies only if this contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(v), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. As required by (d) (10)(vi), the following information is provided: (1) the prime contract number is 2017-17053000002; (2) Buyer's DUNS number is 96-2813932; and (3) the email address of Buyer's official responsible for acknowledging receipt of or rejecting the ISRs is (contact Buyer's Authorized Procurement Agent.)

52.219-9 Small Business Subcontracting Plan Basic (Nov 2016) Alternate II (NOV 2016). This clause applies only if this

contract exceeds \$700,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(v), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. As required by (d) (10)(vi), the following information is provided: (1) the prime contract number is 2017-17053000002; (2) Buyer's DUNS number is 96-2813932; and (3) the email address of Buyer's official responsible for acknowledging receipt of or rejecting the ISRs is (contact Buyer's Authorized Procurement Agent.).

52.222-1 Notice to the Government of Labor Disputes (FEB 1997). The terms "Contracting Officer" shall mean Buyer.

52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016). In (d), "Contracting Officer" means Buyer.

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if this contract is \$150,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-50 Combating Trafficking in Persons (MAR 2015). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).

52.225-1 Buy American - Supplies (MAY 2014). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.227-1 Authorization and Consent (DEC 2007).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government shall be sent to Buyer.

52.227-14 Rights in Data--General (MAY 2014). This clause applies only if data, as defined in paragraph (a) of the clause, will be

produced, furnished, or acquired under this contract.

52.227-14 Rights in Data--General Alternate II (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-14 Rights in Data--General Alternate III (DEC 2007). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-19 Commercial Computer Software License (DEC 2007).

52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies to contracts that requires work on a Government installation. In paragraph (b) and (b)2, "Contracting Officer" shall mean "Buyer". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". Seller shall provide and maintain insurance as set forth in this contract.

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.244-6 Subcontracts for Commercial Items (NOV 2016). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.251-1 Government Supply Sources (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

52.253-1 Computer Generated Forms (JAN 1991).

2. Commercial Items If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Section 1 are deleted and the following FAR clauses are inserted in lieu thereof:

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.204-21 Basic Safeguarding of Covered Information Systems (JUN 2016).

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (NOV 2016).

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if the Contract is \$150,000 or more.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-50 Combating Trafficking in Persons (MAR 2015). The term “contractor” shall mean “Seller”, except in the paragraph (a) definition of Agent, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer, Buyer's Authorized Procurement representative” in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “Cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term “Contractor” shall mean “Seller”, except the term “prime contractor” shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): “If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer.” The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).

52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016). This clause applies if the Contract exceeds \$500,000 and the contract is not for commercially available off-the-shelf items.

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

52.244-6 Subcontracts for Commercial Items (NOV 2016). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012). This clause applies if Government property is acquired or furnished for contract

performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

3. CIA FAR Supplement Clauses CIA Contracts. The following contract clauses are incorporated by reference from the Central Intelligence Agency Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

152.204-701 Security Requirements-General (MAR 2013). This clause applies if classified information is disclosed to Seller. The term Contractor shall mean Seller. In paragraphs (e) and (f), any Termination for Default, will be issued by Buyer. Any submissions or requests for approval under this clause shall be coordinated through Buyer.

152.204-702 Security Requirements- Clearances (MAY 2015). The term Contractor shall mean Seller.

152.204-703 Non-Publicity (JAN 2017). The term Contractor shall mean Seller. Any authorizations shall be provided by Buyer.

152.204-705 Foreign Ownership, Control, or Influence (APR 2013). The terms "offeror" and "contractor" mean Seller. FOCI packages or updates shall be submitted to Buyer.

152.228-703 Liability Insurance Limits (JUN 2006). The term Contractor shall mean Seller.

4. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

152.204-719 Notification of Issuance of Subcontracts with Any Classified Aspects (APR 2013). This clause applies if any aspect of the Contract is classified. The term "Contractor" shall mean Seller and the term "Contracting Officer" shall mean Buyer. In paragraph (b), the 14 day notification period is replaced with 7 days. Any FOCI documentation required by Seller or Seller's subcontractors shall be submitted to Buyer.

152.204-723 Prohibition Against Recruiting on Agency Controlled Facilities (OCT 2008). The term Contractor means Seller.

152.204-727 Restrictions Regarding Former Sponsor Employees (APR 2009). The term Contractor means Seller. This clause applies at all tiers.

152.204-729 Cleared Personnel Certification and Disposition Reports (APR 2016). In the Cleared Personnel Certification Report and the Cleared Personnel Disposition Report, the term Contractor means Seller. For the Cleared Personnel Certification Report, in paragraph (a) 30 September is changed to 31 August. and paragraph (b) and (c) are deleted. In the Cleared Personnel Disposition Report, the time period is changed from 60 days to 30 days and paragraphs (b)-(d) are deleted. Any required reports are to be submitted to Buyer.

152.204-730 Certification and Accreditation of Automated Information Systems Processing HCS Material (DEC 2011). The term Contractor means Seller.

152.204-733 Timely Notice of Litigation (DEC 2011). The term Contractor means Seller. Any notice shall be provided to Buyer.

152.209-701 Organizational Conflicts of Interest: General (JUL 2003). The term contractor means Seller and Contracting Officer means Buyer. Any termination shall be made by Buyer. The term Government means Government or Buyer.

152.223-704 Workplace Health and Safety (JAN 2004). The term Contractor means Seller and the term Contracting Officer shall

mean "Contracting Officer or Buyer." Any required notifications or submissions under the clause shall be made to Buyer.

152.204-706 Security Requirements Software Certification (DEC 2011). The term Contractor means Seller and the term Contracting Officer means Buyer.

152.204-711 Security Requirements- Servicing Agent Information Systems (NOV 2014). The term Contractor means Seller.

152.204-712 Personal Conduct (JUL 2016). The term Contractor means Seller. The terms CO, COTR, and Contracting Officer, shall mean Buyer. In paragraph (d), acknowledgement shall be provided to Buyer within three business days, and Buyer will provide acknowledgement to the Contracting Officer.

152.209-704 Protection of Information (NOV 2016). The term contractor means Seller. Any approval from the Contracting Officer will be made through Buyer. Any submissions shall be made to Buyer.

152.222-700 Equal Opportunity (JUL 2016). The term Contractor means Seller and the term Contracting Officer shall mean Buyer. Any notifications or submission required under the clause shall be made to Buyer.

152.223-705 Accident Reporting (JAN 2004). The term Contractor means Seller and Contracting Officer shall mean Buyer. Any submissions or notifications required under the clause shall be submitted to Buyer.

152.239-721 Enterprise Technology Adoption Guide (eTAG) Compliance (NOV 2010). The term Contractor shall mean Seller.

152.203-701 Fraud, Waste, and Abuse, and Other Matters of Urgent Concern - Unclassified Association (DEC 2014)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Buyer or Seller personnel, or wishes to report an "urgent concern" to Congress, should contact the Office of Inspector General, Investigations Staff, at phone number (703) 374-7400. The term "urgent concern" means: (a) a serious or flagrant problem, abuse, violation of law or Executive Order, or deficiency relating to the funding, administration, or operations of an intelligence activity involving classified information; (b) any false statement made to Congress, or willful withholding from Congress, on an issue of material fact relating to the funding, administration, or operations of an intelligence activity involving classified information; or (c) an action constituting reprisal or threat of reprisal in response to any person reporting an urgent concern pursuant to this provisions.

152.204-700 Security Requirements-Contract Classification (Dec 2011) The work to be performed under the Contract may be classified as Top Secret, reports may be classified Secret, and the hardware may be classified as Top Secret. Classified information shall be divulges only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by Seller and/or data submitted, the contents of which contain classified information shall be marked with the appropriate classification. The Contract Data Classification Guide (CDCG) is incorporated by reference into the Contract. The CDCG is not all inclusive, but serves as a guide in connection with Seller handling of classified materials.

152.242-719 Maintaining LOCATOR Information (JUL 2012)

(1) All Prime Contractor employees and all Subcontractor employees, if any, who work in the Sponsor's facility during the performance of this contract on a regular or recurring basis, shall input and update the required information in the Sponsor's LOCATOR database on the Agency Data Services Network (A DSN) or successor systems. The Contractor shall inform each affected Prime Contractor and Subcontractor employee of the provisions of this clause and shall take reasonable steps to ensure the information described in this clause is updated, complete, and accurate.

(2) The information in paragraph (3) shall be in put and updated by Seller and Subcontractor employees as follows:

(a) Individuals, who are given access to the ADSN, shall input and update their own information.

(b) In the event that an individual (s) does not have access to the ADSN, the information shall be maintained by Buyer as specified in paragraph (4).

(3) Minimum information to be input and updated in LOCATOR:

- (a) Full name;
- (b) Non-secure and secure work phone numbers;
- (c) Primary assigned organization, building, floor, office room number;
- (d) Name and non-secure phone number of contract COTR as "Agency Government Contact;"
- (e) Company name; Seller and Seller's Subcontractor employees shall include both the name of the prime contractor, higher tier contractor (if applicable) and the name of the company they are employed by;
- (f) Full name and telephone number of an emergency point-of-contact at the Prime Contractor's company who is not assigned to the same Sponsor facility where this contract will be performed; and,
- (g) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by the individual.

(4) Buyer shall also maintain, at its facility, the information described in this clause for Seller and Seller's Subcontractor employee assigned to perform duties under this contract at the Sponsor's facility.

(5) Unless otherwise designated in writing by Buyer, Seller's on-site Program Manager or project lead shall be responsible for all on-site employees (Seller and subcontractor) during an emergency event. The appointed Seller official shall ensure that he/she is prepared to execute the company's emergency procedures and communication plans as appropriate for on-site Seller personnel and shall comply with applicable Agency emergency procedures. Additionally, the appointed Seller official shall annually validate and ensure that all on-site Seller employees have updated their LOCATOR information in accordance with paragraph (1) above.

(6) In accordance with applicable law, Sponsor will maintain and use the information provided to it pursuant to this clause to facilitate emergency planning, emergency response, and the conduct of Government business at Sponsor facilities. Sponsor reserves the right to exclude or remove any employee of Seller or of a subcontractor for failure to provide the information described in this clause.

Exclusion or removal under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Sponsor.

(7) Seller agrees to incorporate the substance of this clause, including this paragraph (7), in all subcontracts under this contract when subcontractor employees will perform duties under this contract at the Sponsor's facility.

C. 152.245-714 Government Property (APR 2012)

(1) General: Seller shall maintain adequate property control procedures, records, and a system of identification of all Government property accountable to this contract in accordance with FA R Part 45 and the applicable Government Property clause. Seller must include this clause in all subcontracts that utilize Government property.

(2) Government Property Administrator: The Contracting Officer has delegated property administration authority to the Agency Property Administrator.

(3) Contractor Property Representative: Seller shall provide written notification of the name, address, and telephone number of Seller's designated property representative responsible for establishing and maintaining control of Government property under this contract to Buyer within thirty (15) days after receipt of this contract.

If Seller's Property Representative changes, Seller must notify Buyer of the change within 15 days.

(4) Government Property List: If required, Buyer shall deliver to Seller the property identified in the Contract for use in the performance of this contract on a no-charge-for-use basis. Seller may use Government property in their possession, which is accountable to other Agency contract(s), if the Contracting Officer(s) of the other contract(s) provides written authorization (through Buyer) of their approval for use on a rent-free, non-interference basis.

(5) Government Property Reports:

- (a) Annual Government Property Report: Seller's property control system shall report the total acquisition cost of all

Government property for which Seller is accountable under this contract, including Government property as defined in FAR 45.101, as part of Seller's Annual Government Property Report. The Contracting Officer, through Buyer, will provide the total acquisition cost for all property furnished to Seller. Seller shall submit Annual Government Property Reports and documentation to the Government Property Administrator in accordance with the detailed instructions set forth in the "Reporting Requirements" section of the "Administration of Government Property in the Possession of Contractors Manual" dated March 2012. Seller shall contact Buyer to request a copy of the Manual.

(b) Property Inventory Report: On an annual basis, Seller shall provide an inventory report of the Government property accountable under this contract to Buyer. Seller shall obtain evidence of Buyer's receipt of the report for verification by the Government Property Administrator during the next audit/analysis of Seller's property control system.

(c) Failure to provide required reports may result in revocation of the Government's assumption of risk for loss, theft, damage or destruction of Government Property; termination of this contract; suspension of payment by Buyer until required reporting is received; or other action as deemed appropriate by the Government or Buyer.

152.245-716 Quarterly Reporting of Contractor Acquired Property (MAY 2014)

The term Contractor shall mean Seller throughout.

(1) General: Seller shall maintain adequate property control procedures, records, and a system of identification of all Contractor Acquired Property (CAP), to include Contract fabricated property, authorized for acquisition under this contract. CAP is accountable to this contract in accordance with FAR Part 45 and the Government Property clauses incorporated in this contract.

(2) Financial Reporting - General: The Government must account for and report assets in accordance with 31 U.S.C. 3512 and 31 U.S.C. 3515, Federal Accounting Standards, and Office of Management and Budget (OMB) instructions. Because contractors maintain the custodial records for Government assets in their possession, the Government must periodically obtain data from those records to complete its financial reports. Changes in Federal Accounting Standards and OMB reporting requirements may occur from year to year, requiring Seller submission of supplemental information. The specific Statements of Federal Financial Accounting Standards (SFFAS) to be used for property records are SFFAS No. 3 "Accounting for Inventory and Related Property," SFFAS No. 6, "Accounting for Property, Plant and Equipment (PP&E)", and "SFFAS No. 11 "Amendments to PP&E: Definitional Changes" issued by the Federal Accounting Standards Advisory Board.

(3) Submitting Quarterly Financial Reports: Seller's property control system shall record and report the total acquisition cost of CAP for which Seller is accountable under this contract. Seller shall submit Quarterly Financial Reports, as a Microsoft Excel document, to Buyer in accordance with the detailed instructions in "Quarterly Financial Reporting Requirements for Contractor Acquired Property (CAP).

(4) Property Disposition Report: Seller shall include in its Quarterly Financial Reports all applicable disposition (e.g., returned, transferred, abandoned in place) of Government Property reported as Contractor Acquired or Contractor Fabricated Property on a previous Quarterly Financial Report. Seller shall maintain a copy of supporting documentation for all applicable dispositions of CAP in the quarterly reporting period following a change in CAP status. At a minimum, documentation shall support the date, reason, and authorization for each change in CAP status.

(5) Documentation Required to Support Contractor Acquired Property Assets: Seller shall maintain a copy of all documentation to support the reported total acquisition cost and acquisition date/date placed in service for all CAP valued at \$50,000 and above on the first quarterly reporting period following the date purchased or upon completion and acceptance by the Government of Contractor fabricated assets. Contractor fabricated assets should only be reported once completed, accepted by Buyer and only if delivered in place. Contractor fabricated assets delivered to Buyer shall be the responsibility of Buyer for inclusion into financial reporting. All CAP purchases since the last submitted quarterly financial report must be reported on the next quarterly financial report. Total acquisition cost includes all costs incurred to bring the CAP to the form and location of its intended use. This might include cost such as materials, labor, overhead, shipping, inspection, testing, etc.

(6) Subject to Audit: Seller is required to maintain accurate and complete supporting documentation for all assets reported on the Quarterly Financial Report for the life of the asset or the duration of the contract, whichever comes first. This documentation, verification, and condition of the assets are subject to audit by the Government or Buyer.