

**CUSTOMER CONTRACT REQUIREMENTS**  
**F-15 Eagle Talon Supplies and Services**  
**CUSTOMER CONTRACT F33657-01-D-0026**

**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) Alternate I (OCT 1995).**

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 (JUL 1995).** 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 applies only if this contract exceeds \$100,000.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997).** 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 (JAN 1997).**

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 (JUN 1997).** This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) 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 (APR 2010).** This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

**52.204-2 Security Requirements (AUG 1996).** Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

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

**52.211-15 Defense Priority and Allocation Requirements (SEP 1990).** This clause is applicable if a priority rating is noted in this contract.

**52.215-2 Audit and Records - Negotiation** (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

**52.215-14 Integrity of Unit Prices** (OCT 1997).

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. This clause does not apply to 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.

**52.219-8 Utilization of Small Business Concerns** (OCT 2000).

**52.219-9 Small Business Subcontracting Plan** (JAN 2002). This clause applies only if this contract exceeds \$500,000 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 and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance.

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

**52.222-20 Walsh-Healey Public Contracts Act** (DEC 1996). This clause applies only if this contract exceeds \$10,000.

**52.222-21 Prohibition of Segregated Facilities** (FEB 1999).

**52.222-26 Equal Opportunity** (APR 2002).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (DEC 2001). This clause applies only if this contract exceeds \$25,000.

**52.222-36 Affirmative Action For Workers With Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (DEC 2001). This clause applies only if this contract exceeds \$25,000.

**52.222-54 Employment Eligibility Verification** (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

**52.223-3 Hazardous Material Identification and Material Safety Data** (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

**52.223-11 Ozone Depleting Substances** (MAR 2001).

**52.225-8 Duty-Free Entry** (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if

foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

**52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000).**

**52.227-1 Authorization and Consent (JUL 1995).**

**52.227-1 Authorization and Consent Alternate I (APR 1984).**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996).** A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

**52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984).** This clause applies only if this contract will involve access to classified information.

**52.227-11 Patent Rights-Retention by the Contractor (Short Form) (JUN 1997).** This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

**52.227-12 Patent Rights-Retention by the Contractor (Long Form) (JAN 1997).** This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

**52.228-5 Insurance - Work on a Government Installation (JAN 1997).** Seller shall provide and maintain insurance as set forth in this contract.

**52.230-6 Administration of Cost Accounting Standards (NOV 1999).** Add "Buyer and the" before "Contracting Officer" in paragraph (f). This provision applies if clause H001, H002, or H004 is included in this contract.

**52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).**

**52.242-15 Stop-Work Order (AUG 1989).** Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

**52.244-5 Competition in Subcontracting (DEC 1996).**

**52.244-6 Subcontracts for Commercial Items (DEC 2001).**

**52.245-2 Government Property (Fixed Price Contracts) (DEC 1989).** This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer..

**52.245-17 Special Tooling (DEC 1989).** This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

**52.245-18 Special Test Equipment (FEB 1993).** Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

**52.248-1 Value Engineering** (FEB 2000). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

**2. DoD FAR Supplement Clauses** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g))** (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

**252.204-7000 Disclosure of Information** (DEC 1991). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 60 days prior to proposed date of release.

**252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty** (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

**252.211-7000 Acquisition Streamlining** (DEC 1991). This clause applies only if this contract exceeds \$1 million.

**252.215-7004 Excessive Pass-Through Charges** (APR 2007). This clause applies unless this contract is (1) a firm-fixed-price contract awarded on the basis of adequate price competition; (2) a fixed-price contract with economic price adjustment awarded on the basis of adequate price competition; (3) a firm-fixed-price contract for the acquisition of a commercial item, or (4) a fixed-price contract with economic price adjustment for the acquisition of a commercial item. In paragraph (a), "Contractor" retains its original meaning. In paragraph (b), "Government" and "Contracting Officer" mean Buyer. In paragraph (c) "Contracting Officer" means Buyer. In subparagraphs (c)(2) and (c)(3), "the proposal" means Seller's proposal. In paragraph (d), "Government" and "Contracting Officer" mean Buyer. In paragraph (e), "Contracting Officer" retains its original meaning.

**252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (February 2010)** (FEB 2010).

This clause applies only if this contract is in excess of \$1 million and uses Fiscal Year 2010 funds, and is not for the acquisition of commercial items or commercially available off-the-shelf items. Seller shall include and flowdown this clause in all covered subcontracts.

**252.223-7001 Hazard Warning Labels** (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

**252.223-7002 Safety Precautions for Ammunition and Explosives** (MAY 1994). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

**252.223-7003 Change in Place of Performance-Ammunition and Explosives** (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

**252.225-7001 Buy American Act and Balance of Payment Program** (MAR 1998).

**252.225-7002 Qualifying Country Sources as Subcontractors** (DEC 1991).

**252.225-7009 Duty-free Entry - Qualifying Country Supplies (End Products and Components)** (AUG 2000).

**252.225-7010 Duty-free Entry - Additional Provisions** (AUG 2000). This clause applies in addition to FAR 52.225-10.

**252.225-7012 Preference for Certain Domestic Commodities** (AUG 2000).

**252.225-7014 Preference for Domestic Specialty Metals (Mar 1998), Alternate I** (MAR 1998).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (DEC 2000).

**252.225-7025 Restriction on Acquisition of Forgings** (JUN 1997). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

**252.225-7026 Reporting of Contract Performance Outside the United States** (JUN 2000). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

**252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States** (JUN 2005). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government.

**252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts** (SEP 2001). This clause applies only if this contract exceeds \$100,000 and is for other than commercial items.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

**252.227-7015 Technical Data -- Commercial Items** (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

**252.227-7016 Rights in Bid or Proposal Information** (JUN 1995).

**252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions** (JUN 1995).

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

**252.227-7030 Technical Data -- Withholding of Payment** (MAR 2000). In this clause, "Government" and "Contracting Officer"

shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

**252.227-7036 Declaration of Technical Data Conformity (JAN 1997).** This clause applies only if the delivery of data is required by this contract.

**252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999).** This clause applies only if the delivery of data is required by this contract.

**252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).**

**252.235-7003 Frequency Authorization (DEC 1991).** This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

**252.239-7000 Protection Against Compromising Emanations (DEC 1991).** This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000).**

**252.247-7023 Transportation of Supplies by Sea (MAR 2000).**

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. This clause applies to the type of supplies described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.

**252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000).** Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

**3. 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 Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.219-8 Utilization of Small Business Concerns (OCT 2000).** Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

**52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).**

**52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (DEC 2001).** This clause applies only if this contract exceeds \$25,000.

**52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998).** This clause applies only if this contract exceeds \$10,000.

**252.225-7014 Preference for Domestic Specialty Metals (Mar 1998), Alternate I (MAR 1998).**

**252.247-7023 Transportation of Supplies by Sea (MAR 2000).**

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. This clause applies to the type of supplies described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.

**252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000).** "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

**4. Cost Accounting Standards**

- (1) (Applicable if this contract incorporates clause H001) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated October 2008.
- (2) (Applicable if this contract incorporates clause H002) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by H002 is the version dated October 2008.
- (3) (Applicable if this contract incorporates clause H003) The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, is the version dated October 2008.
- (4) (Applicable if this contract incorporates clause H007) The version of FAR 52.230-4, Disclosure and Consistency of Cost Accounting Standards for Contracts Awarded to Foreign Concerns, is the version dated October 2008.

**5. AFMC Clauses** The following contract clauses are incorporated by reference from the Air Force Material Command Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

**5352.227-9000 Export-Controlled Data Restrictions (JUL 1997).**

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

**MATERIAL INSPECTION AND RECEIVING REPORT .****B. MATERIAL INSPECTION AND RECEIVING REPORT**

This provision applies if Seller will ship any items directly to the U.S. Government or to a foreign destination.

- (a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:
  - (1) Forward the purchasing office copy to: ASC/FBAC, BLDG 553, 2725 C Street, Wright – Patterson AFB, OH 45433-7424.
  - (2) For shipments involving Military Assistance Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to: N/A.
  - (3) Additional distribution of DD Forms 250 is to be made to the following address (es): DFAS-Columbus Center, DFAS-CO/West Entitlement Operations, P.O. Box 182381, Columbus, OH 43218-2381.
- (b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U.S. Government or to a foreign destination. (c) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, Material Inspection and Receiving Report, Special Distribution, shall be forwarded to the "ship to" address designated in the contract.