

CUSTOMER CONTRACT REQUIREMENTS
Future Flexible Acquisition & Sustainment Tool (F2AST) Program
CUSTOMER CONTRACT FA8530-08-R-21758

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 \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (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 \$100,000. 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.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) . This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007) . This clause applies only if this contract exceeds \$100,000. 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."

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

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007) . 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..

52.211-5 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.

52.215-10 Price Reduction For Defective Cost or Pricing Data (Oct 1997) . 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 Cost or Pricing Data (Oct 1997) . 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 "The Boeing Company or any of its wholly owned subsidiaries."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997) . This clause applies except for contracts at or below \$100,000; 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 2004) . 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 Postretirement Benefits Other Than Pensions (PRB) (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 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (May 2004) .

52.219-9 Small Business Subcontracting Plan (Nov 2007) . In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$550,000 and Seller is not a small business concern.

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005) . Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-20 Walsh-Healy 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 (Mar 2007) .

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) . This clause applies only if this contract exceeds \$100,000.

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 (Sep 2006) . This clause applies only if this contract exceeds \$100,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) . This clause applies only if this contract exceeds \$100,000.

52.222-41 Service Contract Act of 1965, As Amended (Jul 2005) . This clause only applies to contracts which are subject to this act.

52.222-48 Exemption From Application of Service Contract Act To Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Nov 2007).

52.222-50 Combating Trafficking in Persons (Aug 2007) . In paragraph (d), the term “Contracting Officer” means Buyer, and in paragraph (e), the term “the Government” means Buyer..

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 (May 2001) . .

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (Aug 2003) . This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.224-2 Privacy Act (Apr 1984) . This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

52.225-1 Buy American Act - Supplies (Jun 2003) . This clause does not apply if this contract is placed under a Department of Defense contract.

52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006) .

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 will be sent to Buyer.

52.227-9 Refund of Royalties (Apr 1984) . This clause applies only if the amount of royalties reported during negotiation of this contract exceeds \$250.

52.227-10 Filing of Patent Applications - Classified Subject Matter (Dec 2007) .

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.

52.227-13 Patent Rights - Acquisition by the Government (Jun 1997), **ALT 1** (Jun 1989), **Alt. II** (Jun 1989) . 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.

52.227-14 Rights in Data - General (Jun 1987) . This clause applies only if data will be produced, furnished or acquired under this contract.

52.227-14 Rights in Data - General (Dec 2007), Alternate I (Jun 1987), Alternate II (Dec 2007), Alternate III (Dec 2007), Alternate IV (Jun 1987) and Alternate V (Jun 1987). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984) .

52.228-4 Worker's Compensation and War-Hazard Insurance Overseas (Apr 1984) .

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

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (Mar 1990) .

52.230-6 Administration of Cost Accounting Standards (Apr 2005) . Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, or H004 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.

52.244-5 Competition in Subcontracting (Dec 1996) .

52.244-6 Subcontracts for Commercial Items (Mar 2007) .

52.245-1 Government Property (Jun 2007). This clause applies only if Government property is acquired for contract performance.

52.245-2 Government Property Installation Operation Services (Jun 2007) .

52.247-63 Preference for U.S.-Flag Air Carriers (Jun 2003) . This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (APR 2003) - Alternate I (APR 2003) (Apr 2003) - Alternate Alt I . . In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively. Alternate II (Feb 2006).

52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) .

52.248-1 Value Engineering (excluding subparagraph (f)) (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)) (Dec 2004) . 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.

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

252.211-7003 Item Identification and Valuation (Jun 2005) . Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with the version of MIL-STD-130, Identification Marking of U.S. Military Property, set forth elsewhere in this contract; or if not so stated, then the Seller shall comply with MIL-STD-130 L. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.

252.215-7000 Pricing Adjustments (Dec 1991) . This clause applies only if this contract exceeds \$500,000.

252.215-7004 Excessive Pass - Through Charges (Apr 2007) .

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.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Apr 2007) . Except paragraph (g) which is hereby deleted.

252.222-7006 Combating Trafficking in Persons (Oct 2006) . In paragraph (g), the term "Contracting Officer" means Buyer. This clause applies to all contracts performed outside the United States. This clause also applies to contracts performed inside the United States for the acquisition of services (except commercial).

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.

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) - Alternate I (NOV 1995) (Nov 1995) - **Alternate Alt I** . This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999) .

252.225-7001 Buy American Act and Balance of Payment Program. (Jun 2005) .

252.225-7002 Qualifying Country Sources as Subcontractors (Apr 2003) .

252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission After Award (May 2007) . The term "Contractor" in paragraph

(b) and the term "Contracting Officer" in paragraphs (c) and (d) means "Buyer." This clause applies only if this contract exceeds \$550,000.

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (May 2007) . This clause applies only if this contract exceeds \$550,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006) .

252.225-7012 Preference for Certain Domestic Commodities (Jan 2007) .

252.225-7013 Duty-Free Entry (Oct 2006) . This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. See Section 5 for the information required by paragraph (j)(3) of this clause.

252.225-7014 Preference for Domestic Specialty Metals (Jun 2005) .

252.225-7014 Preference for Domestic Specialty Metals (DEVIATION) – (Oct 2007). IAW DAR Tracking Number 2007-O0011).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Mar 2006) . This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (Jul 2006) . This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (Jun 2006) .

252.225-7040 Contractor Personnel Supporting a Force Deployed Outside the United States (Jun 2006) .

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (Mar 2006) . 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, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) . This clause applies only if this contract exceeds \$500,000.

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) .

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

252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1988) . This clause applies only if the delivery of data is required or 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.

252.227-7037 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) .

252.231-7000 Supplemental Cost Principles (Dec 1991) .

252.232-7004 DoD Progress Payment Rates (Oct 2001) . This clause applies if progress payments are authorized under this contract.

252.242-7002 Earned Value Management System (Mar 2005) . This clause applies only if it is indicated elsewhere in this contract that Seller must use an earned value management system (EVMS)..

252.242-7005 Cost/Schedule Status Reports (Mar 2005) . This clause applies to this contract if the contract is more than 12 months in duration and is other than firm-fixed-price.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2007).

252.245-7001 Reports of Government Property (May 1994) . Seller will provide information that the Buyer may require to complete Buyer's annual report.

252.246-7001 Warranty of Data (Dec 1991), Alternate I (Dec 1991), Alternate II (Dec 1991). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.

252.246-7003 Notification of Potential Safety Issues (Jan 2007) . This clause applies only if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

252.249-7002 Notification of Anticipated Contract Terminations or Reduction (Dec 2006) . This clause applies only if this contract is \$550,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

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 (May 2004) . This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds \$550,000 (\$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (Mar 2007) .

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.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) . This clause applies only if this contract exceeds \$100,000.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) . In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

252.225-7014 Preference for Domestic Specialty Metals (June 2005), Alternate I (APR 2003) (DEVIATION) (Jan 2008) . See Section 5 for the full-text of the deviation.

252.247-7023 Transportation of Supplies by Sea (May 2002) . This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

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 April 1998..

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998. .

(3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, incorporated by clause H004 is the version dated April 1998..

5. The following prime contract special provisions apply to this purchase order:

FA8530-08-R-21758 Special Provisions:

A. H-906: GOVERNMENT INSTALLATION CLOSURE

(a) If necessary, the Government (Installation Commander or designee) may decide to close all or part of a Government installation in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather (e.g., snow, flood, etc.), an act of God (e.g., tornado, earthquake, etc.), or a base disaster (e.g., natural gas leak, fire, etc.). Contractor personnel are “non-essential personnel” for purposes of any instructions regarding the emergency.

(b) Contractor personnel shall be officially dismissed upon notification of closure in accordance with paragraph (c)(4) below. They shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.

(c) With regard to work under the contract, the Government shall retain the following rights:

(1) The Government may grant a time extension in each D/TO delayed by the closure, equal to the time of the closure – subject to availability of funds and period of performance limitations.

(2) The Government may forego the work. The Contractor will not be paid for work not performed.

(3) The Government may reschedule the work at a time satisfactory to both parties.

(4) The Government may, at its discretion, permit the Contractor to perform at an off-site location during the period of the Government installation closure if meaningful work can be accomplished. The Contractor shall certify to the Government by letter within five (5) business days of returning to work the nature and scope of the work completed off-site. The Contractor shall be permitted to bill the Government at the labor rates identified in the D/TO.

(5) In rare instances, the Government may request that the Contractor continue on-site performance during the Government installation closure period. Such a request shall be subject to agreement by the Contractor.

(d) Government Installation Closure Notification Procedures:

(1) After an official decision to close the installation has been made by the responsible Government representative, local radio and television stations shall be notified of the closure.

(2) The Contractor is directed to listen to or watch one of the local radio or television stations for notification of installation closures and delays. Unless otherwise notified by the cognizant Contracting Officer, the Contractor shall follow instructions for non-essential personnel.

(3) The Contractor will not receive any other form of notification of a Government installation closure from the Government. The Contractor is responsible for notification of its employees.

(4) If the decision to close all or part of the Government installation is made during the duty day, and the Center or Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall notify their cognizant Contracting Officer and act in accordance with the Contracting Officer's instruction.

(e) The Center or Base Commander may elect to close all or part of the installation for non-emergency reasons such as energy days, etc. In the event of a non-emergency installation closure, the Contracting Officer and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the service to continue during the installation closure and a Government employee will be present, the Contractor may continue on-site work. The Contractor shall bill the Government at the labor rates identified in the D/TO.

(2) If there is a need for work during the installation closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. The Contractor shall certify to the Government by letter within five (5) business days of returning on-site the nature and scope of the work completed off-site. The Contractor shall bill the Government at the labor rates specified in the D/TO.

(3) If there is no need for the service during the scheduled installation closure, the Contractor shall not work on-site or off-site. The Government may grant a time extension for each order equal to the amount of time of the closure.

B. H-907: CONTRACTOR UTILIZATION OF DEPOT PROVIDED RESOURCES

(a) It is the intent of the Air Force to permit F²AST contractors to utilize supplies and/or services from Air Force or other DOD depots in performance of D/TOs issued hereunder. Contractors may contact the designated depot partnering office (the ALC Plans and Programs Directorates) for planning purposes to make the necessary arrangements to facilitate potential partnering on individual D/TOs. Partnering depots will be designated based on approved AFMC Technology Repair Centers for individual D/TOs. However, there can be no assurance that depots will have the available capacity to provide supplies and/or services on a recurring basis for the life of this contract due to changing depot mission requirements. The availability of depot provided resources is the same for all Contractors. The procedures set forth in paragraph (b) shall be used by all Contractors electing to utilize depot-provided resources for accomplishment of D/TOs issued hereunder.

(b) Procedures: The Prime Contractor is solely responsible for determining the appropriateness for use of depot-provided resources, communicating with Air Force depots and making all arrangements necessary with the depot(s) to accommodate the use of such resources. If a contractor elects to utilize depot-provided supplies or services for a specific D/TO the Prime Contractor shall negotiate a signed agreement with the Air Force depot-provider. At a minimum, this agreement shall contain: (a) a clear technical description of the depot provided supplies or services to include appropriate line item structure, delivery schedules and accompanying technical descriptions (e.g. Statement of Work, Work Breakdown Structure, etc); (2) a clear identification of all dollars to be charged by the depot provider for the supplies or services including the proposed funding process; (3) the terms and conditions for which the depot provided resources are provided; and (4) any other information deemed pertinent for proper execution of the depot-provided supplies or services.

C. H-911: PAYMENT PROVISIONS FOR TRAVEL

(a) Travel and Subsistence shall be reimbursed at actual cost. No profit will be allowed thereon. These costs are defined as follows:

(1) Travel of Contractor or Subcontractor personnel required to perform the efforts required by this contract shall include necessary air fare and/or other transportation expense when traveling at the direction of the Government. Arrangements for travel by contractor personnel shall be the responsibility of the Contractor.

(2) Professional personnel provided under this contract shall be willing to travel both inside and outside the Continental United States as required for providing the effort specified by the PWS. When travel is directed by the Government, all necessary

preparations and arrangements involving this travel (i.e., transportation, lodging, etc.) shall be made by the Contractor. Any necessary VISAs will be in place for overseas travel.

(3) Subsistence in the form of meals, lodging and incidental expenses incurred in the performance of travel by Contractor or subcontractor employees shall be in accordance with the Joint Travel regulations (JTR).

(b) The Contractor shall provide a brief description of the reason for the travel, the number and types of personnel traveling with a brief rationale, the anticipated duration of travel, and estimated travel costs.

(c) The Contractor must maintain records to support acquisition of required travel which shall be made available to the Administrative Contracting Officer and/or the Defense Contract Audit Agency (DCAA) for inspection, acceptance and approval.

D. H-917: F²AST COMPLIANCE WITH STATE LABOR LAWS(*)

In the event the Government directs the Contractor to work at a location where local state laws mandate overtime and double-time payments in conflict with the terms and conditions of this contract, the parties agree to conduct negotiations for an equitable adjustment.

E. H-918: ASSOCIATE CONTRACTOR AGREEMENTS(*)

If the Contractor intends to enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement, then the ACAs shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the F²AST Program, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract.

(a) ACAs shall include the following general information:

(1) the associate contractors and their relationships.

(2) the program involved and the relevant Government contracts of the associate contractors.

(3) a description of the associate contractor interfaces by general subject matter.

(4) the categories of information to be exchanged or support to be provided.

(5) the expiration date (or event) of the ACA.

(6) identification of potential conflicts between relevant Government contracts and the ACA, including agreements on protection of proprietary data and restrictions on employees.

A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors. The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

F. H-923: ORGANIZATIONAL CONFLICT OF INTEREST (OCI)(*)

(a) Due to the broad nature of the supplies and services anticipated under this contract, the Contracting Officer will provide guidance as to interpretation of an OCI situation when the potential for such an occurrence is identified at the D/TO level. The Contractor shall actively assist the Government to avoid such situations by adopting a practice (at the prime and subcontract levels) of carefully screening all D/TOs and technical direction received to identify any performance element that potentially involves an OCI situation. A specific situation under which a Contractor shall accomplish self-assessment of D/TOs includes: access to proprietary data of companies; its potential for use to secure an unfair competitive advantage; the potential for improper financial advantage; and/or those situations outlined in the Air Force Material Command FAR Supplement Clause 5352.209-9002 and its alternate(s).

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of any conflict discovered, and shall also refrain from undertaking the effort in question pending further direction from the Contracting Officer. The Contractor understands and agrees that access to proprietary data furnished by other companies shall be used solely in the accomplishment of the task for which it has been provided. Unauthorized use or disclosure of any proprietary data is strictly prohibited and the Contractor agrees to abide by this guidance throughout the performance of this contract.

(c) In the event the Contractor fails to comply with the provisions of this clause and/or other OCI clauses cited within individual D/TOs, such noncompliance shall be deemed a material breach of the contract. If such noncompliance is the result of conflicting financial interest involving Contractor personnel performing work under the contract, the Government may require the Contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, by applicable statutes, or by applicable regulations.

(d) Action taken by the Government under this clause shall not prejudice any other rights or remedies available under other clauses/provisions of this contract.