

**CUSTOMER CONTRACT REQUIREMENTS**  
**FASTeR (F-22 Sustainment)**  
**CUSTOMER CONTRACT FA8611-08-C-2897**

**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.

**52.203-12 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. .

**52.211-15 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." .

**52.215-15 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).

- 52.222-1 Notice to Government of Labor Disputes** (Feb 1997). Contracting Officer shall mean Buyer.
- 52.222-21 Prohibition of Segregated Facilities** (Feb 1999).
- 52.222-26 Equal Opportunity (subparagraph (b)(1) through (11))** (Apr 2002).
- 52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006). 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** (Sep 2006). This clause applies only if this contract exceeds \$25,000.
- 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.
- 52.222-50 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. .
- 52.223-13 Certification of Toxic Chemical Release Reporting** (Aug 2003). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.
- 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.
- 52.228-3 Workers' Compensation Insurance (Defense Base Act)** (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.

**52.229-10 State of New Mexico Gross Receipts and Compensating Tax** (Apr 2003). This clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the subcontractor, and (3) this contract is for services to be performed in whole or in part in the State of New Mexico..

**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 Buyer's 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.

**52.242-15 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** (Mar 2007).

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

**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.

**252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material** (Dec 1991). The term "Offeror" shall mean Seller. This clause applies only if this contract exceeds \$100,000 and if an item being purchased contains precious metal.

**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.

**252.222-7000 Restrictions on Employment of Personnel** (Mar 2000).

**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) 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).

**252.225-7002 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.

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

**252.225-7014 Preference For Domestic Specialty Metals (Jun 2005) (Deviation) - Alternate I (Deviation)** (Jun 2005).

**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.

**252.225-7040 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.

- 252.227-7016 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).
- 252.235-7003 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.
- 252.235-7003 Frequency Authorization (Dec 1991) - Alternate I** (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..
- 252.242-7002 Earned Value Management System** (Mar 2005).
- 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).
- 252.247-7023 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.

**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 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.

**52.222-26 Equal Opportunity** (Mar 2007).

**52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006). 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.

**252.225-7014 Preference for Domestic Specialty Metals (Feb 1997), Alternate I** (Feb 2007).

**252.247-7023 Transportation of Supplies by Sea** (Mar 2000). This clause applies only if this contract exceeds \$100,000 and are a type of supplies described in paragraph (b)(2) of this clause. In paragraph (c), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.

**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.

**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.



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

**A. 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)**

**B. 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)**

Para (a), Manpower Support Services Contractor's Name 'LOGTEC and Dayton Aerospace'

Para (a), Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) 'Advisory and Assistance Services'

Para (b), Applicable Task Detail 'Advisory and Assistance Services'

Para (c), Manpower Support Services Contractor's Name 'F-

**C. 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs) (APR 2003)**

Para (c), List of Class I ODSs. 'None'

**D. 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Aug 2007)**

Para (b), Any additional requirements to comply with local security procedures 'Contract Letter'

Para (d). Additional requirements. 'base directives'

**E. H CLAUSES FROM PRIME CONTRACT**

**H004 DEFERRED DELIVERY OF TECHNICAL DATA**

- (a) The Buyer/Government may choose to order EMD Technical Data Package (TDPs) under this contract in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software".
- (b) The subcontractor shall maintain the currency of their drawings and associated lists, provide access to the F-22 Team/Government personnel upon request, and deliver a complete Technical Data Package should the Buyer or Government order delivery of TDPs under this contract as required.
- (c) The parties agree that the Buyer's/Government's rights in any EMD data delivered under this contract shall be subject to the data rights clauses of this contract (including DFAR 252.227-7013 Rights in Technical Data - Noncommercial Items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.

**H006 RELEASE OF INFORMATION (OCT 2006)**

The contractor shall obtain approval from the Aeronautical Systems Center Public Affairs Office (ASC/PA) 30 days prior to release of any information relating to this contract. The Contractor shall also include this clause in any subcontract awarded as a result of this contract. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc. Authors must submit materials proposed for release to ASC/PA in the following quantities:

- a. News releases, articles, brochures, advertisements, and professional papers - 3 copies
- b. Videos - 3 copies (a scene description, narrative, or script is required with the video)/transcripts - 12 copies
- c. Briefings, speeches, symposia presentations - 3 copies
- d. Photographs - 1 original and 5 legible photocopies
- e. CD ROMs - 3 copies (include a printed list of contents)
- f. Send release of information requests to:  
ASC/PA  
1865 Fourth Street, Suite 15  
Wright-Patterson AFB OH 45433-7129
- g. The Contractor shall include a statement indicating the project or effort depicted was or is sponsored by:  
Aeronautical Systems Center  
Wright-Patterson AFB OH 45433-7129

**H009 TELECOMMUNICATIONS MONITORING (OCT 2006)**

The Air Force monitors unsecured DOD telecommunications networks, as authorized by the DoD, and analyzes information to identify and report OPSEC vulnerabilities and their potential effects on military operations. The Contractor and their employees are hereby notified that use of United States Government telecommunications systems constitutes consent to telecommunications monitoring. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information (AFI 33-219).