

CUSTOMER CONTRACT REQUIREMENTS
CY14 ILS
CUSTOMER CONTRACT N00019-11-G-0001 DO 0110

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 (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 (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. 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 (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.

52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (AUG 2012). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government CCR database in accordance with 52.204-7. The required information of 52.204-10 will be made public."

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed

for Debarment (SEP 2006). 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.

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 (APR 2008). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (OCT 2010). This clause applies only if this contract exceeds \$150,000 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 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 Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate I (OCT 2010).

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.

52.215-23 Limitations on Pass-Through Charges. (OCT 2009). This clause applies to all cost-reimbursement subcontracts that exceed \$100,000. If the contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

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

52.219-9 Small-Business Subcontracting Plan (JAN 2011). This clause applies only if this contract exceeds \$650,000 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. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), 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 subparagraph (d)(10)(v), the following information is provided: (1) the prime contract number is N00019-11-G-0001; (2) Buyer's DUNS number is 149879157, and (3) the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISR reports is (contact Buyer's Authorized Procurement Representative).

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 (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.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

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 (MAY 2001).

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.

52.223-14 Toxic Chemical Release Reporting (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).

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

52.227-1 Authorization and Consent (DEC 2007).

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

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.

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

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

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 (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, H004 or H007 is included in this contract.

52.244-5 Competition in Subcontracting (DEC 1996).

52.244-6 Subcontracts for Commercial Items (DEC 2009).

52.245-1 Government Property (AUG 2010).

This clause applies only 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. Paragraph (h)(1) is deleted and replaced by the following: "Seller assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to Seller as Government-furnished property. However, Seller is not responsible for reasonable wear and tear to Government Property or for Government property properly consumed in performing this contract." If the contract incorporates Boeing General Provision GP4, the Government-Owned Property article in GP4 is hereby deleted.

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

52.248-1 Value Engineering (OCT 2010). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$150,000 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.

52.251-1 Government Supply Sources (APR 1984). 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. 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 (DEC 2008). This clause applies only if this contract exceeds \$100,000 and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(1), delete

the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (SEP 2011). Applies to contracts >\$5M except for (1) commercial items and (2) work performed entirely outside the United States.

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.

252.209-7010 Critical Safety Items (AUG 2011). In paragraph (b), "this contract" means Buyer's customer contract.

252.211-7000 Acquisition Streamlining (OCT 2010). This clause applies only if this contract exceeds \$1.5 million.

252.215-7000 Pricing Adjustments (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (SEP 2011). Except paragraph (g) which is hereby deleted.

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010).

This clause applies to all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million, except for contracts for the acquisition of commercial items, including commercially available off-the-shelf-items. Seller agrees to flow down this clause to all covered subcontractors. Seller agrees by accepting this contract that it shall not enter into, and shall not take any action to enforce, any provision of any existing agreements, as describe in paragraph (b)(1) of this clause, with respect to any of Seller's employees or independent contractors performing work for Seller related to 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 Payments Program (JAN 2009).

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

252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award (OCT 2010). "Contracting Officer" means "Buyer." Paragraph (c)(5) is deleted. In (d)(2) "from the Contracting Officer or" is deleted.

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010). In subparagraph (b), "within 10 days after" is replaced by "10 days prior to." In subparagraph (d), "Deputy Director of Defense Procurement and Acquisition Policy" means "Buyer." In (e)(2), "from the Contracting Officer" is deleted.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008).

252.225-7013 Duty Free Entry (DEC 2009). 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. The information required by paragraph (j)(3) of this clause is available upon request.

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.

252.225-7017 Photovoltaic Devices (AUG 2012).

252.225-7018 Photovoltaic Devices--Certificate. (MAY 2012).

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). 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-Free Trade Agreements-Balance of Payments Program (OCT 2011).

252.225-7036 Buy American Act-Free Trade Agreements-Balance of Payments Program Alternate I (OCT 2011).

252.225-7043 Antiterrorism/Force Protection Policy 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..

252.225-7046 Exports by Approved Community Members in Response to the Solicitation. (MAY 2012). (This provision applies to any subcontractor at any tier intending to use the Treaty in responding to Buyer's solicitation.)

252.225-7047 Exports by Approved Community Members in Performance of the Contract. (MAY 2012). If Seller's work under this contract requires export or transfer of qualifying defense articles in connection with deliveries under this contract, Seller is permitted but not required to use the Treaty for such exports or transfers upon notice to and determination by Buyer's Authorized Procurement Representative's that such articles are not intended to be excluded from the Treaty. In any event, Seller shall comply with requirement of this clause.

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts 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 (FEB 2012).

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (MAR 2011). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract. In paragraph (b)(4)(i), paragraph "(a)(14)" is deleted and "(a)(15)" is substituted in lieu thereof, and "(a)(13)" is deleted and "(a)(14)" is substituted in lieu thereof.

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 (JAN 2011).

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.

252.228-7001 Ground and Flight Risk (JUN 2010).

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

252.231-7000 Supplemental Cost Principles (DEC 1991).

252.234-7004 Cost and Software Data Reporting System. (NOV 2010). CSDR reporting is required by Seller if this contract exceeds \$50 million. The last sentence in paragraph (b) is deleted.

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.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991). This clause applies only if this contract requires securing telecommunications.

252.243-7001 Pricing of Contract Modifications (DEC 1991).

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (AUG 2009).

252.245-7001 Tagging, Labeling, and Marking Of Government-Furnished Property (APR 2012).

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.

252.249-7002 Notification Of Anticipated Contract Termination Or Reduction (OCT 2010). This clause applies only if this contract is \$650,000 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:

52.203-13 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.

52.203-15 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.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (SEP 2006). 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.

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

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.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.244-6 Subcontracts for Commercial Items (DEC 2009).

52.245-1 Government Property (AUG 2010). This clause applies only 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. If the contract incorporates Boeing General Provision GP4, the Government-Owned Property article in GP4 is hereby deleted.

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.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008).

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 (MAR 2011). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7030 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.

252.247-7023 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. NAVAIR Clauses The following contract clauses are incorporated by reference from the Naval Air Systems Command Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

5252.204-9501 National Stock Numbers (MAR 2007). (This clause applies only if Seller is required to direct ship items to the Government. Seller will obtain NSNs from Buyer, not the Government, and mark deliverables accordingly. Seller will direct ship items to the Government without NSNs only if authorized in writing by Buyer.)

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number," wherever it appears, shall mean "National Item Identification Number." (As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007). (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (SEP 2012). This clause, excluding paragraph (c), applies only if the Seller's personnel will require access to government IT Systems. Seller shall ensure that its personnel requiring access to Government IT Systems comply with paragraph (a) and (b) of this clause.

5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011). Seller shall flow this clause to subcontractors at all tiers.

5252.223-9501 Material Safety Data Sheet (MSDS) (APR 2008). (a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data," to Marnavyhmirs@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil .

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

5252.223-9502 Hazardous Material (APR 2009). (a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

List of Modal Transport Regulations

- (1) Title 49, Code of Federal Regulations: Transportation Parts 100-199
- (2) International Civil Aviation Organization (ICAO); Technical Instructions For the Safe Transport of Dangerous Goods by Air
- (3) International Air Transport Association (IATA); Dangerous Goods Regulations.
- (4) International Maritime Dangerous Goods (IMDG); International Maritime Dangerous Goods Code
- (5) Air Force Interservice Manual 24-204(I) (a.k.a. NAVSUP PUB 505) Preparing Hazardous Materials for Military Air Shipments.
- (6) Export Shipments are also subject to the domestic regulations indicated at the port of embarkation.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Director: The Boeing Company, P.O. Box 516, M/C S111-2491, St. Louis, MO. 63166-0516; 314-777-9238.

5252.227-9507 Notice Regarding the Dissemination of Export-Controlled Technical Data (OCT 2005). (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

5252.247-9508 Prohibited Packing Materials (JUN 1998). The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.



Individual Small Business Subcontracting Plan

F/A-18 CY14/15
Integrated Logistics Support (ILS)
BOA N00019-11-G-0001
D.O. TBD

Submitted to:

Naval Air Systems Command
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47123 Buse Road Unit IPT
Patuxent River, MD 20670

August 20, 2013

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INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

Prepared By: Jada Poller

Approval on File
Small Business Liaison Officer (SBLO)
Boeing, Defense, Space & Security

Approved By: Dave Raymo

Approval on File
Manager
Sustainment Procurement Manager for F-18 Northrop Grumman
Boeing Defense Space & Security

Approved By: Ed Palmer

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Manager
Sustainment Procurement Manager

Approved By: Robert Madigan

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Manager
Sustainment Procurement Manager

Concurrence By: Joseph Grygiel

Approval on File
Program Manager
F-18 Retrofit
Boeing Defense Space & Security

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REV.	DESCRIPTION	PUB. DATE
-	Initial Release of the Small Business Plan	08-20-2013

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1.0 INDIVIDUAL SMALL BUSINESS SUBCONTRACT PLAN REQUIREMENTS

This Individual Small Business Subcontracting Plan (ISP) has been prepared for the F-18 CY14/15 ILS effort. This effort includes Integrated Product Support for F-18 Aircraft (A-D, E/F Common and G Common). The period of performance will be January 2014 thru December 2015. Upon contract award, a delivery order will be applied to the BOA Solicitation N00019-11-G-0001.

Boeing's "Master Subcontracting Plan: Department of Defense Fiscal Years April 2011 – March 2014" is incorporated herein, as Appendix C, to satisfy the following Individual Small Business Subcontract Plan Requirements, pursuant to FAR 19.704, 52.219-9 and DFARS 252.219-7003:

- METHOD USED TO IDENTIFY POTENTIAL SOURCES FOR SOLICITATION PURPOSES
- DESCRIPTION OF ALLOCATED INDIRECT COST
- COMMITMENT TO PROVIDING AN EQUITABLE OPPORTUNITY FOR SMALL BUSINESS TO COMPETE FOR SUBCONTRACTS
- SUBCONTRACTING PLAN FLOW-DOWN
- PERFORMANCE REPORTS
- TYPES OF RECORDS THAT WILL BE MAINTAINED

2.0 ESTABLISHMENT OF SUBCONTRACTING GOALS FAR 52.219-9 (d)(1) and (d)(2)

Under this ISP, goals have been established pursuant to the RFP and to satisfy Small Business (SB) FAR subcontracting requirements, which describe SB goals, measured against the value of Boeing's scope, subcontracted to its suppliers.

Boeing will use its best efforts to award 1.40% (\$508K) of the Boeing subcontract dollars to SB's qualifying under the U.S. Small Business Administration (SBA) company size criteria. The (SB) and Woman Owned Small Business (WOSB) percent goals, while stated separately as a percentage of the subcontract value, are included in the SB goal and constitutes a subset thereof figure 1 shows the anticipated subcontract values per the FAR method. The subcontract goals were established from best value competitive source solicitation.

Over 98% (\$35.7M) of the planned subcontracting effort will occur with Northrop Grumman a Large Business (LB) and the Original Equipment Manufacturer for the U.S. Navy to provide the following requirements and support:

- Provisioning data support
- Integrated logistics support
- Business management tasks
- Engineering tasks
- Field service representatives
- Technical direction letters

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During the performance of this program, if the Statement of Work (SOW) or requirements are modified following the award, Boeing will seek to subcontract with Small Disadvantaged Business (SDB), Historically Under-utilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) on competitive procurement opportunities where possible.

Table 1 – FAR Method (% of subcontracted value)

FAR Method (Subcontract Value)	Dollar Goal	Percent
Large Business	\$35,725,683	98.60%
Small Business	\$508,814	1.40%
TOTAL	\$36,234,497	100.00%
Small Disadvantaged Business	\$0	0.00%
Women-Owned Small Business	\$508,814	1.40%
Historically Underutilized Business Zone	\$0	0.00%
Veteran Owned Small Business	\$0	0.00%
Service Disabled Vet-Owned Small Business	\$0	0.00%

2.1 DESCRIPTION OF THE PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED, AND AN IDENTIFICATION OF THE TYPES PLANNED FOR SUBCONTRACTING FAR 52.219-9(d)(3)(i)

Figure 2 provides a general description of the principal types of products and services to be subcontracted. Boeing leverages its source selection process to include qualified, capable small and diverse businesses in competitive bid opportunities where possible.

Table 2 – Small Business Supply Chain

Business Categories	NAICS Codes	Description of Services
Large Business	336411	Aircraft Manufacturing
WOSB	541512	Computer Systems Design Services
Large Business	335312	Motor and Generator Manufacturing
Large Business	334111	Electronic Computer Manufacturing

2.2 METHOD USED TO DEVELOP THE SUBCONTRACTING GOALS FAR 52.219-9(d)(4)

The planning process for setting SB goals focuses attention on the front end of the business, when critical decisions are made regarding acquisition strategy, design, and development. To effectively meet or exceed the SB goals established, the Engineering

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organizations supported by the Global Services & Support (GS&S) Small Business Liaison Officer (SBLO), have assessed program requirements and identified work to compete among Small and Diverse Businesses to ensure the availability of viable SB's to meet procurement needs. Engineering was tasked to be as specific as possible in defining all significant subcontracting requirements during the program cycle. This ensures that the goals are realistic in terms of requirements and they are clearly understood by various levels of management.

In addition, the people responsible for the acquisition decision "own" the SB utilization process. The estimated values for all known and anticipated requirements were tabulated and percentages derived. The subcontracting goals were developed by leveraging a corporate agreement with Northrop Grumman Aerospace Systems located in Bethpage, NY and El Segundo, CA for the Integrated Logistics Support Planning and Program Management and by leveraging competitive source selection among SB(s).

Boeing reserves the right to update the ISP goals if there are changes, including but not limited to, the work scope, the subcontract effort, contractual changes and funding changes over the contract's period of performance without any penalty or damages.

Indirect costs are included within this plan and will be included in the semi-annual performance reporting of this plan when the contract is awarded to Boeing. The methodology for allocating Indirect Costs is outlined in the DOD Master Subcontracting Plan, as attached in Appendix C.

3.0 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM FAR 52.219-9(d)(7)

The team responsible for the oversight of the ISP will be Joseph Grygiel, F-18 Retrofit Program Manager, David Raymo, Manager - Supplier Management, Northrop Grumman Corporation, Ed Palmer and Bob Madigan, Sustaining Procurement Managers and Jada Poller as the Lead Boeing SBLO. The Program Manager is responsible for the overall execution of the SB Plan. In those duties the Program Manager will ensure the vision and initiatives are provided adequate resources for successful program execution. The Sustaining Procurement Managers will work to ensure small/diverse businesses are considered when negotiating and executing contracts in support of this effort. The SBLO will be responsible for the administration of the subcontracting plan. Those duties are to coordinate and expand the utilization of SB through various outreach efforts; prepare and submit periodic reports and assist buyers, engineers, and requirements personnel in locating SB partners.

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APPENDIX A – Program Points of Contact

BDS Supplier Diversity			
Pam Wall-Dover	St. Louis – Sr. Manager, Global Services & Support & Boeing Military Aircraft Supplier Diversity	314-232-3748	pamela.y.wall-dover@boeing.com
Jada Poller	Ridley Park – GS&S Integrated Logistics	610-591-5846	Jada.s.poller@boeing.com
Responsible Management			
David Raymo	St. Louis – Northrop Grumman Supplier Management Manager	314-563-5390	David.a.raymo@boeing.com
Ed Palmer	St. Louis – Sustainment Procurement Manager	314-777-0350	Bruce.e.palmer@boeing.com
Robert Madigan	St. Louis – Sustainment Procurement Manager	314-545-6037	Robert.m.madigan-jr@boeing.com
Joseph Grygiel	St. Louis – F-18 Retrofit Program Manager	314-234-4191	Joseph.e.grygiel@boeing.com

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APPENDIX B – LIST OF ACRONYMS

BOA	Basic Ordering Agreement
DOD	Department of Defense
ECP	Engineering Change Proposal
FAR	Federal Acquisition Regulations
HBCU/MI	Historically Black Colleges and Universities/Minority Institutions
HUBZone	Historically Underutilized Business Zone
BDS	Boeing, Defense, Space & Security
ILS	Integrated Logistics Support
ISP	Individual Subcontract Plan
NAICS	North American Industry Classification System
RFP	Request for Proposal
SB	Small Business
SBA	Small Business Administration
SCM	Supply Chain Management
SDB	Small Disadvantaged-Owned Business
SDVOSB	Service Disabled Veteran Owned Small Business
SM	Supplier Management
SOW	Statement of Work
SSR	Summary Subcontract Report
VOSB	Veteran Owned Small Business
WOSB	Woman Owned Small Business

APPENDIX C – MASTER SUBCONTRACTING PLAN

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