

**CUSTOMER CONTRACT REQUIREMENTS**  
**Blanket Purchase Order**  
**CUSTOMER CONTRACT N123100000**

**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** (JUL 1995). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold

**52.203-7 Anti-Kickback Procedures** (JUL 1995). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (JAN 1997).

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

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (JUN 1997). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

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

**52.211-5 Material Requirements** (OCT 1997). Any proposal will be submitted 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.

**52.214-26 Audit and Records - Sealed Bidding** (OCT 1997). This Clause applies to this contract if it is expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data..

**52.214-28 Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding** (OCT 1997).

**52.215-2 Audit and Records - Negotiation** (AUG 1996). 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."

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications** (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "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 "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications** (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 (c) 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 1997).

This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. This clause does not apply to construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

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

**52.215-15 Pension Adjustments and Asset Reversions** (DEC 1998). 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)** (OCT 1997). 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** (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, Small Disadvantaged and Women-Owned Small Business Concerns** (JUN 1997).

**52.219-9 Small Business Subcontracting Plan** (JAN 1999).

This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance. Applicable clause date is revised to August 1998.

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

**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-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 (subparagraphs (b)(1) through (b)(11))** (APR 1984).

**52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans** (APR 1998). This clause applies only if this contract exceeds \$25,000.

**52.222-36 Affirmative Action for Handicapped Workers** (APR 1984). This clause applies only if this contract exceeds \$2,500.

**52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era** (JAN 1988). This clause applies only if this contract is for \$10,000 or more. Applicable clause date is revised to April 1988.

**52.223-2 Clean Air and Water** (APR 1984). This clause applies only if this contract exceeds \$100,000.

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

**52.223-7 Notice of Radioactive Materials** (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

**52.223-11 Ozone-Depleting Substances** (JUN 1996).

**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).

**52.224-2 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** (FEB 2009).

**52.225-8 Duty-Free Entry** (OCT 2010). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

**52.225-10 Duty-Free Entry** (APR 1984). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

**52.225-11 Restrictions on Certain Foreign Purchases** (MAY 1992). Applilcable clause date is revised to June 1996.

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

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

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

**52.227-9 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** (APR 1984). This clause applies only if this contract will involve access to classified information.

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

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

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

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

**52.236-13 Accident Prevention** (NOV 1991). The term "Contracting Officer" shall mean Buyer.

**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).

**52.245-2 Government Property Installation Operation Services** (AUG 2010).

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

**52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)** (MAY 2004).

**GOVERNMENT-OWNED PROPERTY.** FAR 52.245-5 (May 2004), "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)," is incorporated by reference. "Contractor" means "Seller," "Government" means "Government and/or "Buyer" (except that references to "Government property" or "Government-furnished property" shall not mean Buyer's property), "Contracting Officer" means "Contracting Officer" and/or "Buyer's Authorized Procurement Representative," and paragraph (g) is revised to read as follows:

"(g) Risk of Loss. Seller, upon the delivery to it or acquisition by it of any Government property, assumes the risk of and shall be responsible for all loss thereof or damage thereto. When such property is no longer needed for the performance of this contract, or at such other time as may be directed by Buyer pursuant to paragraph (i) of this article, Seller shall return such property to Buyer or the Government, as applicable, in as good condition as when received, except for reasonable wear and tear, and except for such property as has been reasonably consumed in the performance of work hereunder."

**52.245-17 Special Tooling Alternate I** (APR 1984). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

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

**52.247-63 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** (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.

**52.248-1 Value Engineering** (MAR 1989). 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 Special Prohibition on Employment (excluding paragraph (g)) (JUN 1997).**

This clause applies 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 and (iii) is cost-reimbursement, incentive, time-and-materials, labor-hour or price redeterminable type or any combination of these for which cost or pricing data are required or for which Buyer is required to furnish reports to the Government in accordance with paragraph (e) of this clause.

**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 if an item being purchased contains precious metal. If responding to a solicitation, Bidder/Offeror shall comply with the requirements of this clause.

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

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

**252.215-7000 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, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996).** Except paragraph (g) which is hereby deleted.

**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).**

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

This clause applies only if (1) this contract, or a subcontract at any tier, is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E) or (2) AA&E will be provided to Seller, or to a subcontractor at any tier, as Government-furnished property. "Arms, ammunition, and explosives (AA&E)" means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

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

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

**252.225-7008 Restriction on Acquisition of Specialty Metals (JUL 2009).**

This clause applies if the contract exceeds \$150,000. Applicable clause date is revised to MAR 1998.

**252.225-7009 Duty-Free Entry - Qualifying Country Supplies (End Products and Components)** (MAR 1998).

**252.225-7010 Duty-Free Entry - Additional Provisions** (APR 1998). Additional information referenced in this clause will be furnished upon request. Applicable clause date is revised to MAR 1998.

**252.225-7012 Preference for Certain Domestic Commodities** (SEP 1997).

**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

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

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (AUG 1998). 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.

**252.225-7021 Trade Agreements** (OCT 2011).

**252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber** (JUN 2005). Contracting Officer means Buyer. This clause applies only if the product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).

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

**252.225-7026 Reporting of Contract Performance Outside the United States** (MAR 1998). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

**252.225-7033 Waiver of United Kingdom Levies** (APR 2003).

**252.225-7036 Buy American Act-Free Trade Agreements-Balance of Payments Program** (DEC 2010).

**252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States** (JUL 2011). This clause, including this paragraph (q), applies only if, in performance of this contract, employees of Seller are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or military exercises, when designated by the Combatant Commander.

**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** (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** (DEC 2011).

**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** (OCT 1988). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

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

**252.227-7037 Validation of Restrictive Markings on Technical Data** (NOV 1995). This clause applies only if the delivery of technical data is required under this contract and the contract is not for commercial items or commercial components.

**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 Alternate I** (DEC 1991).

**252.239-7000 Protection Against Compromising Emanations** (JUN 2004). This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract. Applicable clause date is revised to DEC 1991.

**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)** (SEP 2011).

**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). 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.

**252.247-7023 Transportation of Supplies by Sea** (NOV 1995). 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.

**252.247-7024 Notification of Transportation of Supplies by Sea** (NOV 1995). 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** (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, Small Disadvantaged and Women-Owned Small Business Concerns** (JUN 1997). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

**52.222-26 Equal Opportunity (subparagraphs (b)(1) through (b)(11))** (APR 1984).

**52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era** (APR 1998). This clause applies only if this contract exceeds \$10,000.

**52.222-36 Affirmative Action for Handicapped Workers** (APR 1984). This clause applies only if this contract exceeds \$2,500.

**52.244-6 Subcontracts for Commercial Items** (OCT 2010).

Applicable clause date is revised to MAR 2007.

**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.

**252.225-7001 Buy American Act and Balance of Payment Program** (APR 2003).

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (JUL 2009). Applicable clause date is revised to MAR 1998.

**252.225-7012 Preference for Certain Domestic Commodities** (JUN 2004).

Applicable clause date is revised to SEP 1997.

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

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (SEP 2011).****252.247-7023 Transportation of Supplies by Sea (MAR 2000).**

This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. This clause applies to the type of supplies described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer. Applicable clause date is revised to NOV 1995.

**252.247-7024 Notification of Transportation of Supplies by Sea (NOV 1995).** 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. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order**5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)**

- (a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, Contractors may not:
- (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
  - (2) Provide any specification, standard, drawing, or other documentation that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.
- (b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:
- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
  - (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC- 111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC- 212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
  - (3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.
- (c) The requiring activity has obtained SAO approval to permit the Contractor to use the following Class I ODS(s):
- Class I ODS/Application or Use/Quantity (lbs.) per contract period of performance
- None
- (d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

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

- (a) For the purpose of this clause,

(1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent

residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

(3) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person; and

(b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(c) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

(d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. **An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125).** The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).