

**CUSTOMER CONTRACT REQUIREMENTS**  
**Affordable Weapons Systems Basic Contract**  
**CUSTOMER CONTRACT N00019-08-C-0019**

## 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 2005) . 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.

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

**52.219-9 Small Business Subcontracting Plan** (Sep 2006) . This clause applies only if this contract exceeds \$550,000. and Seller is not a small business concern.

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

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

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

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

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006) . This clause applies only if this contract exceeds \$100,000.

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

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

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

**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.

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

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

**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.

**252.219-7003 Small Business Subcontracting Plan (DoD Contracts)** (Apr 2007) .

Except paragraph (g) which is hereby deleted.

**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.

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

**252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns** (Sep 2004) . This clause applies only if this contract exceeds \$500,000.

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

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

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

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

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

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (Apr 1988) . This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.

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

**252.227-7030 Technical Data - Withholding of Payment** (Mar 2000) . In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

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

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

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

**252.247-7023 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.

**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** (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.

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

**252.225-7012 Preference for Certain Domestic Commodities** (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.

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

#### **4. Cost Accounting Standards.**

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998..