

**CUSTOMER CONTRACT REQUIREMENTS  
BRADLEY SPARES – STINGER DISTRIBUTION BOX  
CUSTOMER CONTRACT W31P4Q-04-C-0065**

**CUSTOMER CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31.

1. 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 \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c) (1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer’s price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003). 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 (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.219-8 Utilization of Small Business Concerns (OCT 2000).

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (subparagraph (b) (1) through (11)) (APR 2002).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

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

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.225-13 Restrictions on Certain Foreign Purchases (DEV 2003-00003) (JUN 2003).

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.

52.242-15 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)

2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, 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)) (MAR 1999). 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.

252.209-7000 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.

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

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

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003).

252.225-7013 Duty-Free Entry (JAN 2004). This clause applies if Seller is locate 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.

ACO	William R. Ammons
Activity Address	DCMA Huntsville 950 Explorer Blvd. Rm 12A10 Huntsville, AL 35806
Activity Address Number	S0107A
Prime Contractor	The Boeing Company
Prime Contractor's Address	Missile Defense Systems 499 Boeing Blvd P.O. Box 240002, M/C JW-15 Huntsville, AL 35824-6402
Cage Code	21794
Prime Contract Number	W31P4Q-04-C-0065
Prime Contract Dollar Value	\$493,868.00

252.225-7014 Preference for Domestic Specialty Metals (APR 2003), Alternate I (APR 2003).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (APR 2003). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.231-7000 Supplemental Cost Principles (DEC 1991)

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

**A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.

**B. 52.209-3 First Article Approval – Contractor Testing (SEP 1989) – Alternate I (JAN 1997) and Alternate II (SEP 1989) (PC: I 64)**

- (a) The Contractor shall test ONE (1) unit of Lot/Item 0001AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Boeing Procurement Agent, in writing, of the time and location of the testing so that Boeing and the Government may witness the tests.
- (b) The Contractor shall submit the first article test report on or before 1 April 2005 to the Boeing Procurement Agent, marked "FIRST ARTICLE TEST REPORT: Contract No. W31P4Q-04-C-0065, Lot/Item No. 0001AA." Within 60 calendar days after Boeing receives the test report, the Procurement Agent shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of a conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other items and conditions of this contract. A conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite the reason(s) for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Boeing request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to Boeing under the terms and conditions and within the time specified by Boeing. Boeing shall take action on this report within the time specified in paragraph (b) above. Boeing reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to Boeing related to these test.
- (d) If the Contractor fails to deliver any first article report on time, or Boeing disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in the testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If Boeing does not act within the time specified in paragraphs (b) and (c) above, Boeing shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, Boeing may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for termination settlements if the contract is terminated for convenience. If first article test reveal deviations from contract requirements, the Contractor shall, at the location designated by Boeing, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) Boeing may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by Boeing. The offeror/contractor may request a waiver.
- (i) The contractor shall produce both the first article and the production quantity at the same facility.

C. 52.209-4710 Production Quantity With First Article - Contractor Testing (USAAMCOM) (JUN 1997) (PC: B-1)

A first article is required but is not being procured as a separate CLIN, CLIN 0001AA includes one (1) each first article and contractor testing of the first article, in accordance with the FIRST ARTICLE APPROVAL – CONTRACTOR TESTING, FAR 52.209-3 (Alternate I). The first article, when accepted, will become part of the production quantity. See the first article approval clause for the first article test report delivery schedule.

Since the First Article, after acceptance, will be used as part of the production units, it shall not be subjected to environmental testing unless such testing is specifically identified on the documentation as acceptance testing that must be performed on all production units. First Article inspection, at a minimum, shall include evaluation of processes, material, any related certification, surface finish, dimensional and functional requirements of the contract, applicable specifications and drawings.

D. 52.204-4702 Security Requirements (Contractor Confidential Facility Clearance) (USAAMCOM) (AUG 2001) (PC: C-1)

- a. This contractual document is UNCLASSIFIED. However, performance of work under this contract will require the contractor to have a confidential facility clearance. The contractor therefore, shall comply with the requirements of the National Industrial security Program Operating Manual (DoD 5220.22M) for Safeguarding Classified Information.
- b. The security requirement for this contract shall be in accordance with DD Form 254, dated 23 FEB 04, and incorporated herein as ATTACHMENT 01.
- c. All personnel assigned to performance of this contract shall have security clearances for access to classified information or areas in accordance with the attached DD Form 254.
- d. Supplies delivered under this contract will be packed for the appropriate level of classification so as to be properly concealed to avoid suspicion as the contents and to reach the destination in satisfactory condition. The security classification will be clearly indicated by internal marking or on internal packaging. NO REFERENCE TO THE SECURITY CLASSIFICATION WILL APPEAR IN EXTERNAL MARKINGS.
- e. No information shall be released to public information media without prior written approval. The contractor shall follow the procedure for preparing information for release as set forth in AR 360-1. The Contractor shall submit the material in seven legible copies to the Boeing Procurement Agent.

E. 52.209-4716 Electronic Fabrication: Requirements For Soldered Electrical and Electronic Assemblies (USAAMCOM) (JUN 1997) (PC: C-2)

Notwithstanding any other provision contained in any part of this contract to the contrary, the minimum requirements/standards for soldering electrical and electronic assemblies shall be the non-military joint industry standard, ANSI/J-STD-001, Class 3.

The revision of ANSI/J-STD-001 in effect on the effective date of the contract shall govern the hardware produced hereunder.

A copy of ANSI/J-STD-001 may be obtained from the Institute for Interconnecting and Packaging Electronic Circuits (IPC), 2215 Sanders Road, Northbrook, IL, 60062-6135, telephone number (847) 509-9700, fax number (847) 509-9798.

F. 52.208-4700 Replacement Preservative For Pentachlorophenol (USAAMCOM) (JUN 1997) (PC: D-1)

If packaging requirements of this contract specify the use wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

G. 52.247-4700 Bar Code Markings (UAAMCOM) (JUN 2003) (PC: D-2)

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 – Information Technology – Automatic Identification and Data Capture Techniques – Bar Code Symbology Specification – Code 39.

H. 52.221-4702 Accelerated Delivery (USAAMCOM) (JUN 1997) (PC: F-9)

Accelerated delivery of the items required herein is acceptable and desirable at no additional cost to Boeing.

I. 52.209-4708 Notice First Article Not A Manufacturing Standard (USAAMCOM) (JUN 1997) (PC: H-1)

A First Article submitted and subsequently approved under any contract resulting from this solicitation shall not be used as a manufacturing standard. The production quantity shall be produced in accordance with the contract terms, conditions, and specifications contained herein.

J. Parts Obsolescence Clause (PC: Second H-2)

1. In the event the Contractor Determines that one or more parts involved in the production of any of the requirements contained in this contract are either obsolete or non-procurable, the Contractor shall provide written notice to the Boeing Procurement Agent as soon as possible. This notice will include the Contractor's recommendation to correct the problem and should be in one of the following general categories:

- a. Alternative Sources Within Industry
- b. Hardware Re-design

Included with the recommendation will be the Contractor's assessment of any cost and schedule impacts associated with the recommendation.

2. Upon receipt of the notification, Boeing will determine the appropriate course of action and will give written direction to the Contractor.
3. Re-design or vendor qualification effort undertaken by the Contractor to implement Boeing's direction shall be charged to the Cost Reimbursable Contract Line-Item identified in the order which requirement in question is contracted. In no event will the Contractor proceed with implementation without written approval of Boeing.

K. 252.227-7036 Declaration of Technical Data Conformity (JUN 1997) (PC: I-67)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. \_\_\_\_\_ is complete, accurate, and complies with all requirements of the contract.

Date \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_