

**CUSTOMER CONTRACT REQUIREMENTS
CUSTOMER CONTRACT F33657-01-D-2070**

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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.

When necessary to make the context of these clauses applicable to this Order, in all of the following clauses, the words "Contractor" and "Offeror" shall mean "Seller" and "Contracting Officer" shall mean "Buyer". The term "Contract" shall mean this Order/subcontract except in those instances where regulations or sense of the clause dictates otherwise.

3. If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the following FAR/DFARS clauses are inserted in lieu thereof:

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

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984). 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 and Commercial Components (OCT 1995)

For Spare Parts Orders over \$1,000,000.00, the following are applicable:

52.232-16 Progress Payments (JULY 1991)

252.232-7004 DoD Progress Payment Rates (FEB 1996). This clause applies if progress payments are authorized under this contract.