

CUSTOMER CONTRACT REQUIREMENTS
FISAC Guidance System Support
CUSTOMER CONTRACT FA8214-15-C-0001

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 (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 (MAY 2014). 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, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). 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 (MAY 2014). 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 (OCT 2010). This clause applies only if this contract exceeds \$150,000. 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.

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). This clause applies to contracts that exceed \$150,000 where Seller's employees will perform acquisition functions closely associated with inherently governmental functions, as defined in paragraph (a) of the clause. The term "Contracting Officer" means "Buyer." In paragraph (a) (1) "Contractor" means "Seller." In paragraph (a)(2) "subcontractor" means "Seller" and "Contractor" means "Buyer" if Seller is a self-employed individual.

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014). This clause applies only if this contract exceeds \$150,000.

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.

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (JUN 2013). 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 (AUG 2013). 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. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

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.

52.219-8 Utilization of Small Business Concerns (MAY 2014).

52.219-9 Small-Business Subcontracting Plan (Deviation) (AUG 2013) Alternate II (OCT 2001) Alternate III (JUL 2010). This clause applies only if this contract exceeds \$650,000 (\$1.5 million if the contract is for construction of any public facility) 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 Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the SF 294 in accordance with paragraph (l) of the clause and submit the SSR in accordance with paragraph (l) of this clause, using eSRS.

As required by subparagraph (d)(10)(v), the following information is provided: (1) the prime contract number is FA8214-15-C-0001, (2) Buyer's DUNS number is 556941201, 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).

52.219-28 Post-Award Small Business Program Representation (JUL 2013). In paragraph (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following paragraph (c) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraph (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's BEST system."

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

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014). This clause applies only if this contract exceeds \$15,000.

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

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (JUL 2014). This clause applies only if this contract is \$100,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (JUL 2014). This clause applies if this contract is \$100,000 or more.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

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.

52.223-11 Ozone Depleting Substances (MAY 2001).

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (AUG 2011).

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

52.227-1 Authorization and Consent (DEC 2007).

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.

52.228-5 Insurance - Work on a Government Installation (JAN 1997).

This clause applies to contracts that requires work on a Government installation. In paragraph (b) and (b)2, "Contracting Officer" shall mean "Buyer". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". Seller shall provide and maintain insurance as set forth in this contract, which is _____.

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013).

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

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.

52.244-6 Subcontracts for Commercial Items (OCT 2014). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012). This clause applies 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.

52.248-1 Value Engineering (OCT 2010). This clause applies only if this contract is for \$150,000 or more. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting

office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations.

If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.)

Seller's 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

52.253-1 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 (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 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)(2), 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.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).

252.203-7003 Agency Office of the Inspector General. (DEC 2012). This clause applies if FAR 52.203-13 applies.

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012). The clause applies to contracts that exceed \$5 million except for when the contract (1) is for the acquisition of a commercial item or (2) is performed entirely outside the United States.

252.204-7000 Disclosure of Information (AUG 2013). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013). Contracting Officer means Buyer. Paragraph (d)(1) shall read as follows: "Reporting requirement. Seller, through the first tier subcontractor, shall report as much of the following information as can be obtained by sending an email to abuse@Boeing.com (or any other address specified in writing by Buyer) immediately upon discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Seller's unclassified information systems. The Seller shall copy the Buyer's procurement agent on all related email notifications."

Each lower tier subcontractor shall report as much of the following information as can be obtained, to its higher tier subcontractor immediately upon discovery of any cyber incident, as described in paragraph (d) (2) of this clause, that affects unclassified controlled technical information resident or transiting through the subcontractor's unclassified information system. The Boeing 1st tier subcontractor shall immediately report, as described above, lower tier subcontractor information it receives.

252.209-7010 Critical Safety Items (AUG 2011).

252.211-7003 Item Unique Identification and Valuation (DEC 2013). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause.

252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel. (SEP 2011). (applies to contracts that include award fee). Contractor means Boeing and subcontractor means Seller. Seller shall be liable to Buyer for such award fee reduction. Buyer may debit Seller against this contract or otherwise for the amount of Buyer's award fee reduction.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) Deviation (AUG 2013). Paragraph (g) shall be 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.

252.223-7001 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, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014).

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.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2012).

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.

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (SEP 2006).

This clause applies if this contract is for the purchase of items covered by the United States Munitions List.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraph (d) of this clause is excluded. Paragraph (e) of this clause is included wherein "Government" means Buyer.

252.225-7012 Preference for Certain Domestic Commodities (FEB 2013).

252.225-7048 Export-Controlled Items (JUN 2013).

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 (JUN 2013). This clause applies when technical data for noncommercial items or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7015 Technical Data -- Commercial Items (FEB 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

252.227-7016 Rights in Bid or Proposal Information (JAN 2011).

252.227-7019 Validation of Asserted Restrictions - Computer Software (SEP 2011).

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAY 2013). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".

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 (JUN 2013).

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

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

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

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

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

252.246-7001 Warranty of Data Alternate I (MAR 2014). 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.

252.246-7001 Warranty of Data Alternate II (MAR 2014). 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.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer."

252.247-7023 Transportation of Supplies by Sea-Basic (APR 2014). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded. The simplified acquisition threshold is \$150,000.

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:

52.203-13 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 (AUG 2013). 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. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (MAY 2014).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (JUL 2014). This clause applies only if this contract is \$100,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (JUL 2014). This clause applies if this contract is \$100,000 or more.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

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.

52.225-26 Contractors Performing Private Security Functions Outside the the United States (JUL 2013).

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

52.244-6 Subcontracts for Commercial Items (OCT 2014). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012). This clause applies 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.

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.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013). Contracting Officer means Buyer. Paragraph (d)(1) shall read as follows: "Reporting requirement. Seller, through the first tier subcontractor, shall report as much of the following information as can be obtained by sending an email to abuse@Boeing.com (or any other address specified in writing by Buyer) immediately upon discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Seller's unclassified information systems. The Seller shall copy the Buyer's procurement agent on all related email notifications."

Each lower tier subcontractor shall report as much of the following information as can be obtained, to its higher tier subcontractor immediately upon discovery of any cyber incident, as described in paragraph (d) (2) of this clause, that affects unclassified controlled technical information resident or transiting through the subcontractor's unclassified information system. The Boeing 1st tier subcontractor shall immediately report, as described above, lower tier subcontractor information it receives.

252.211-7003 Item Unique Identification and Valuation (DEC 2013). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

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.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraph (d) of this clause is excluded. Paragraph (e) of this clause is included wherein "Government" means Buyer.

252.225-7012 Preference for Certain Domestic Commodities (FEB 2013).

252.225-7048 Export-Controlled Items (JUN 2013).

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.

252.227-7015 Technical Data -- Commercial Items (FEB 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013).

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

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

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014). This clause applies to contracts for electronic parts or assemblies containing electronic parts. In paragraph (c)(6), "Contracting Officer" means "Buyer."

252.247-7023 Transportation of Supplies by Sea-Basic (APR 2014). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded. The simplified acquisition threshold is \$150,000.

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. AFFARS Clauses The following contract clauses are incorporated by reference from the Air Force Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreement (MAR 2012). Delete the first sentence and insert the following in lieu thereof: "This clause applies if this contract includes a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas."

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012).

5. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

9952.227-H001 Government Rights in Data (GRID)

The Government Rights in Data (GRID) document is a binding agreement and is an inseparable part of this contract. The GRID document provides for a single point for Buyer and Seller agreement to rights in technical and non-technical data (including software) developed for, delivered to, or available for delivery to the Government during performance of this contract.

9952.227-H005 Other Provisions Concerning Commercial Data Rights

Upon delivery of any commercial item technical data, computer software, computer software documentation, or any combination thereof, to the Government contained in any CDRL, the following provisions shall apply:

- (a) The Government shall have the right to use, perform, display, relocate the computer on which the software resides, re-host, or disclose that commercial item technical data, in whole or in part, within the Government.
- (b) Any license rights granted to the Government shall also be granted to any organization listed in H003 ("Enabling clause") for the exclusive purpose of providing technical assistance and support on this contract. The Seller agrees that the Government shall have the right to unilaterally change support contractors (in accordance with H003) at any time subject to the quantity limitations listed for the applicable item in Column 4 of Table 2.1 in Section 4(b) of the Section J GRID, and its exercise of that right shall not entitle the Seller or its subcontractors to an equitable adjustment or a modification of any other terms and conditions of this contract.
- (c) The minimum duration of all such licenses shall be for the period of performance of this contract (including options, if exercised).
- (d) License rights related to technical data described in, and granted to the Government under, DFARS 252.227-7015(b)(1) shall apply to all such technical data associated with delivered computer software including, but not limited to, user's manuals, installation instructions, and operating instructions.
- (e) All such commercial item technical data, computer software and computer software documentation may be installed and used (up to

any seat restrictions as outlined in table 2.1) at any Government installation worldwide at which ICBM equipment is located.

(f) Licensors' remedies for violation of licenses shall be limited to monetary damages. In no case shall the Government be required to de-install and stop using those Items or return such Items to the Seller.

(g) All licenses shall be consistent with all applicable laws, regulations or policies listed in DFARS clause 252.225-7048 Export Controlled Items.

(h) Any license purchased by the Seller under this contract which is associated with any technical data, computer software, or computer software documentation delivered shall transfer upon delivery of that CDRL to the Government.

(i) Reserved.

(j) No terms of any Licenses or any modifications thereto shall enable licenses to renew automatically so as to obligate funds in advance of funds being appropriated, in contravention of the Anti-Deficiency Act.

(k) Licenses shall not contain any indemnification agreement where the Government's liability is indefinite, indeterminate, unlimited (such a provision would be a violation of the Anti-Deficiency Act)

(l) Government liability to the Seller for any breach in license is limited to actual damages and shall exclude attorney's fees.

(m) Neither the Seller nor the licensor may enter Government installations for purposes such as software usage audits or other forms of inspection without written Government consent.

(n) Copies of all licenses may be disclosed to third parties consistent with the Freedom of Information Act.

(o) Any claim the Seller files with the Government on behalf of the Licensor, and any claim the Government files with the Seller, shall be submitted within the period specified in FAR 52.233-01 ("Disputes") as modified by this contract.

9952.227-H002 Option to Exercise Dates

Buyer shall have the right to exercise all Data Rights options, in whole or in part, for any rights in technical data and computer software associated with any Contract Data Requirement List (CDRL) item. Data rights options will be titled as "Rights in Technical Data, Computer Software, and Computer Software Documentation" and must be exercised in accordance with dates and terms as specified in the individual option CLINs. A partial exercise of this option does not cancel Buyer's right to exercise the option for the rights not yet exercised.

9952.227-H003 Enabling Clause Between Prime Contractors and Support Contractors

(a) The Air Force has entered into contracts with support contractors (actual contractors may vary)("Support Contractors") for technical support, technical review, and acquisition management support. Prior to Contractor's disclosure of proprietary information to the Air Force, the Air Force shall enter into a non-disclosure agreement(s) with each Support Contractor wherein the Support Contractor, through its employees, agrees to protect Contractor's proprietary information with no less than a reasonable standard of care, and to provide the Contractor with third-party beneficiary rights to enforce such non-disclosure agreement(s).

(b) In the performance of this contract, the Seller agrees to cooperate with technical support, technical review, and acquisition management support contractors by doing the following: responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and cost, schedule and milestone data - all in their original form or reproduced form; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate technical personnel. The personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract.

(c) The Seller agrees that the Government shall have the right to unilaterally change support contractors subject to the completion of a proper nondisclosure agreement and its exercise of that right shall not entitle the Seller or its subcontractors to an equitable adjustment or a modification of any other provision of this contract.

9952.227-H004 Data Delivery, Data Access and Marking Requirements

Definitions: as used in this section

“Data” includes technical data, computer software, computer documentation, financial or administrative data (see “Definitions”, section 2 of the GRID)

“Standard Issue Government Computer” is a personal computer commonly used in Government information systems. As of the beginning of the period of performance, the standard issue computer is a desktop or laptop computer on which Microsoft Windows 7 (tm) is installed as the standard operating system. Because the specific products may change over the period of performance, the Contract Officer shall make the determination of the technical, interface, and other characteristics of such computers.

“Standard Issue Application Software” is application software that is normally installed on Government Issue computers including (but not limited to Microsoft Word, Excel, PowerPoint, Project and Access, Explorer with plug-ins accessible without additional cost; Adobe Acrobat or flash; Mozilla Firefox with plug-ins accessible without additional cost; or Google Chrome with plug-ins accessible without additional cost). Because the specific products may change over the period of performance, the Contract Officer shall, in their discretion, make the determination of the technical, interface, and other characteristics of such application software.

“Computer file” is a collection of digital data stored on nonvolatile media that can be processed by application or operating system software.

“Electronic transmission” means copying or transfer of a computer file from a source to a destination through a computer network (such as the Internet).

“Government Integrated Data Environment (IDE)” is a repository of computer files maintained by the Government that can be accessed locally or remotely by Government authorized users.

The Seller shall provide requisite usage rights to all data that the Government paid to develop. This includes both items delivered by CDRL ,or available for delivery to the Government through the Data Accession List (DAL). All asserted rights shall conform to DFARS 252.227-7013 Patents, Data, and Copyrights, Rights in Technical Data—Noncommercial Items and DFARS 252.227-7014 Patents, Data, and Copyrights, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. Rights in CDRL (formally delivered) data shall be marked with the rights enumerated in the Government Rights in Data (GRID) Attachment Data indexed on the DAL shall be considered delivered for the purposes of the DFARS data rights clauses (and subject to the same rights asserted for final deliveries). The Seller shall ensure that all subcontractors and suppliers grant the Government the rights identified herein and on the GRID attachment.

Seller shall validate accuracy (of content and tracking formats, date of delivery, method of data delivery, approval requirements, data rights markings, and distribution legends) of electronically transmitted data or data otherwise furnished to the Government (including subcontractor and supplier produced data).

All non-CDRL technical data, including but not limited to, working papers, daily communications, emails, software, and spread sheets that is shared with the Government via means other than CDRL delivery or the DAL, shall be marked as “work product”. Work products may be shared internally within Government and with Government support contractors in accordance with H003. Unmarked non-CDRL data will be considered work product and disseminated accordingly. The Government reserves the right to question all restrictive markings on all documents. The Contractor shall be able to validate and substantiate all restrictive markings.

All non-commercial non-CDRL computer software developed or modified, using Government funding in full or in part, during performance of this contract shall be indexed in the DAL and source code shall be available for delivery using the deferred ordering clause 252.227-7027, Deferred Ordering of Technical Data or Computer Software with all rights available to the Government under clause 252.227-2014, Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation.

Seller shall deliver unclassified CDRL data electronically to the Government’s IDE or as directed by the Government PCO, and to destinations specified in Block 14, 15, or 16 of each DD Form 1423. All delivered data shall include a completed Data Transmittal Form (DTF) as the coversheet. Data is not considered delivered until approved and accepted by the Government. If electronic delivery to the Government via the methods above is not possible, the contractor shall deliver the CDRL data to the Government, to the recipient identified in the CDRL 1423, via encrypted email or physical media in a format acceptable to the Contract Officer (e.g., ISO formatted CD or DVD). Seller shall store all unclassified (including but not limited to CDRLs, DAL items, and contractual correspondence) in its internal IDE in accordance with DoDM 5200.01, Volume 4. During the performance of this contract and upon Government request, the contractor shall be able to retrieve any data developed under this contract.

Seller shall continuously provide to Authorized Government agents (Program Manager, Contracting Officers, Contracting Officers Representatives, etc.) access to the contractor’s IDE, subject to applicable DFARS data rights restrictions, including the contents of the DAL. As required by CDRL A129 and DI-MGMT 81453A, Seller shall identify each DAL line item with the appropriate license code:

(GPR) Government Purpose Rights, (UR) Unlimited Rights, (LR) Limited Rights or (RR) Restricted Rights. Seller shall update markings within 5 days of any change. Seller shall identify DAL and deliverable data in its internal IDE such that it is readily identifiable and retrievable and distinguishable from other contractor IDE data.

Seller shall deliver classified CDRL data in accordance with the DD254, DoDM 5200.01, Volume 3, and DoD 5220.22M.

Seller shall ensure that all data on its internal IDE or delivered using electronic transmission is in a file format that can be processed using Standard Issue Application Software. If not compatible with Standard Issue Application Software, the contractor shall provide the means of displaying the contents of the file compatible on standard issue Government office computers that is acceptable to the Contracting Officer. If data files contain links, the links must correctly reference information that is accessible on the IDE on which the data are stored. The links must be updated when the referenced information is moved or changed throughout all revisions. Unless allowed by Block 16 of the DD Form 1423 or by the Contracting Officer, the contractor may not provide data in a scanned bitmap format (e.g., TIFF or jpg) in which alphanumeric content cannot be located with a search command in a Standard Issue Application Software product. Seller shall ensure that all printed or printable data is legible.

Seller shall ensure that technical data, computer software, and computer software documentation delivered to the Government is –free of computer malware (including viruses and worms).

Technical data, computer software, and computer software documentation shall not contain proprietary contractor pricing information. All proprietary cost and pricing information should be referenced in the body of data and made accessible to the Government by a separate attachment or through Seller's internal IDE.

In addition to the release from liability contained in DFARS 252.227-7013(b)(6) and 252.227-7014(b)(6), the Government shall be released from liability for disclosure violations unless printed data and data delivered to the Government complies in all respects with the following marking requirements:

The cover page of any data item delivered to the Government containing any data with less than unlimited rights (including commercial item technical data, computer software or computer software documentation) shall be marked in accordance with the requirements DFARS 252.227-7013 and 252.227-7014.

The cover page of any document provided with Special License Rights Category A shall include the legend contained in DFARS 252.227-7013(f)(4) and the following text immediately after the phrase "License No.": "SLRC-A". When delivered to the Government in printed form or on physical storage media, the Seller shall also physically attach a copy of Section J Attachment 1 to the item and highlight the specific item.

The cover page of any document provided with Special License Rights Category B shall include the legend contained in DFARS 252.227-7013(f)(4) and the following text immediately after the phrase "License No.": "SLRC-B". When delivered to the Government in printed form or on physical storage media, the Seller shall also physically attach a copy of Section J Attachment 1 to the item and highlight the specific item.

9952.735-H735 ENABLING CLAUSE FOR GOVERNMENT PROGRAM CONTRACTS REQUIRING INTERFACE WITH AEROSPACE FFRDC CONTRACT SUPPORT (DEC 2011)

Note: Any interface with the Aerospace Corporation in compliance with this clause shall be coordinated through the Buyer.

- a) **The ICBM SPO is responsible for management of this contract. The Air Force has entered into a contract with The Aerospace Corporation, a California nonprofit corporation operating a Federally Funded Research and Development Center (FFRDC) for the services of a technical group. The Aerospace Corporation provides support to the Air Force Program Executive Officer/Strategic Systems (AFPEO/SS) by performing General Systems Engineering and Integration, Technical Review, and/or Technical Support including informing the commander or director of the various Department of Defense ("DoD") organizations it supports and any U.S. Government program office of product or process defects and other relevant information, which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.**

1) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and tradeoffs; definition of interfaces; review of hardware and software, including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance through meetings with contractors and subcontractors, exchange and analysis of information on

progress and problems; review of plans for future work; developing solutions to problems; technical alternatives for reduced program risk; providing comments and recommendations in writing to the applicable DoD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

2) Technical Review (TR) includes the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the applicable Air Force Program Manager as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts to assure timely and economical accomplishment of program objectives.

3) Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which The Aerospace Corporation is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support.

b) In the performance of this contract, the contractor agrees to cooperate with The Aerospace Corporation by:

1) Responding to invitations from authorized U. S. Government personnel to attend meetings.

2) By providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and schedule and milestone data, all in their original form or reproduced form and including top-level life cycle cost* data, where available.

3) By delivering data as specified in the Contract Data Requirements List.

4) By discussing technical matters relating to this program.

5) By providing access to contractor facilities utilized in the performance of this contract.

6) and by allowing observation of technical activities by appropriate technical personnel of The Aerospace Corporation. The Aerospace Corporation personnel engaged in GSE&I, TR, and/or TS efforts:

(i) Are authorized access to all such technical information (including proprietary information) pertaining to this contract and may discuss and disclose it to the applicable DoD personnel in a program office.

(ii) Are authorized to discuss and disclose such technical information (including proprietary information) to the commander or director of the various DoD organizations it supports and any U.S. Government personnel in a program office which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.

(iii) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know.

c) The contractor further agrees to include in all subcontracts a clause requiring compliance by subcontractor and supplier and succeeding levels of subcontractors and suppliers with the response and access and disclosure provisions of this Enabling Clause, subject to coordination with the contractor, except for subcontracts for commercial items or commercial services. This agreement does not relieve the contractor of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and such subcontractors or suppliers, except as indicated in paragraph (d) below.

d) The Aerospace Corporation shall protect the proprietary information of contractors, subcontractors, and suppliers in accordance with the Nondisclosure Agreement The Aerospace Corporation entered into with the Air Force, a copy of which is available upon request. This Nondisclosure Agreement satisfies the Nondisclosure Agreement requirements set forth in 10 U.S.C. §2320 (f)(2)(B), and provides that such contractors, subcontractors, and suppliers are intended third-party beneficiaries under the Nondisclosure Agreement and shall have the full rights to enforce the terms and conditions of the

Nondisclosure Agreement directly against The Aerospace Corporation, as if they had been signatory party hereto. Each such contractor, subcontractor, or supplier hereby waives any requirement for The Aerospace Corporation to enter into any separate company-to-company confidentiality or other nondisclosure agreements.

e) The Aerospace Corporation personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:

1. Technical direction under this contract will be given to the contractor solely by the Buyer.

2. Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Buyer or a Supplemental Agreement signed by both the Buyer and Seller will be issued.

*** Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.**

H-133 SMALL BUSINESS SUBCONTRACTING REQUIREMENTS (SEPT 2012)

a) The Government has set a minimum small business subcontracting goal for this effort of 10% of the total subcontracted amount that the contractor agrees to put forth a good faith effort to achieve.

Small Disadvantaged Business (SDB)- 5% of total subcontracted amount in para "a" above.

Woman Owned Small Business- 3% of total subcontracted amount in para "a" above.

Hub-zone- 2% of total subcontracted amount in para "a" above.

Service-Disabled Veteran Owned Small Business- 2% of total subcontracted amount in para "a" above.

b) In Addition to paragraph a) offers are still required to submit a subcontracting plan in accordance with FAR 19-702 and FAR 52.219-9.

c) In accordance with FAR 52.219-9, the contractor shall report annually its achievement in meeting subcontracting requirements through submission of the Individual Subcontracting report (ISR) and the Summary Subcontract Report (SSR) using the web-based Electronic Subcontracting Reporting System (eSRS) <http://www.esrs.gov> as applicable.

d) The contractor's performance in failing to meet, meeting, or exceeding the small business subcontracting goals in paragraph "a" above, will be reflected in the annual contract CPARS, any order-level CPARS, and government's determination on exercise of options.

e) Failure to meet the subcontracting requirements of this contract may result in a negative CPAR rating under the Small Business Utilization criteria. A negative CPAR rating will have a negative impact on the contractor's past performance rating. It may also negatively impact the determination of the Government to exercise options on the contract. Conversely, exceeding Small Business participation and subcontracting plan requirements may result in a favorable CPAR rating (SB utilization criteria) and have a positive impact on past performance ratings.