

**CUSTOMER CONTRACT REQUIREMENTS  
STAT SYSTEM DEVELOPMENT  
CUSTOMER CONTRACT FA9101-08-R-0002**

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.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (Sep 2007). This clause applies only if this contract exceeds \$100,000. 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." .

**52.204-2 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** (Sep 2007). 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. .

**52.215-2 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.

**52.215-10 Price Reduction For Defective Cost or Pricing Data** (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**. This clause applies only if this contract exceeds \$100,000.

**52.215-12 Subcontractor Cost or Pricing Data** (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)." .

**52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997) Alternate I** (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.

**52.215-15 Pension Adjustments and Asset Reversions** (Oct 2004). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)** (Jul 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

**52.215-19 Notification of Ownership Changes** (Oct 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications** (Oct 1997), **Alternate III** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The

term "Contracting Officer" shall mean Buyer. Alt III, Para. C Submit the cost portion of the proposal via the following electronic media: Microsoft Office 2003, unprotected, .xls format.

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

**52.219-9 Small Business Subcontracting Plan (NOV 2007), Alternate II** (Oct 2001). 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.

**52.222-50 Combating Trafficking in Persons** (Aug 2007). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer. .

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

**52.227-1 Authorization and Consent** (DEC 2007) - **Alternate I** (APR 1984)

**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.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (Dec 2007).

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (Apr 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

**52.242-15 Stop Work Order (Aug 1989), Alternate I** (Apr 1984). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer. In the first sentence of Alternate I, "the Termination clause of this contract" is modified to read "the Termination/Cancellation clause of this contract." .

**52.244-5 Competition in Subcontracting** (Dec 1996).

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

**52.245-1 Government Property** (Jun 2007) **Alternate I (JUN 2007)**. This clause applies only if Government property is acquired or furnished for contract performance.

**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. Para. C 1 ii Items with acquisition cost less than \$5,000 'NA'. Para. C 1 iii Attachment Nr. 'NA'

**252.204-7000 Disclosure of Information** (Dec 1991). Seller will submit requests for authorization to release through Buyer.

**252.211-7003 Item Identification and Valuation** (Jun 2005). Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with the version of MIL-STD-130, Identification Marking of U.S. Military Property, set forth elsewhere in this contract; or if not so stated, then the Seller shall comply with MIL-STD-130 L. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.

**252.215-7000 Pricing Adjustments** (Dec 1991). This clause applies only if this contract exceeds \$500,000.

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

Except paragraph (g) which is hereby deleted.

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**252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States** (May 2007). This clause applies only if this contract exceeds \$550,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

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

**252.225-7014 Preference for Domestic Specialty Metals** (Jun 2005).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (Mar 2006).

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.

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**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.

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

**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.

**252.231-7000 Supplemental Cost Principles** (Dec 1991).

**252.242-7001 Notice of Earned Value Management System** (Mar 2005).

**252.242-7002 Earned Value Management System** (Mar 2005). This clause applies only if it is indicated elsewhere in this contract that Seller must use an earned value management system (EVMS).

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

**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 Business Concerns** (May 2004). This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds \$550,000 (\$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller 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.

**52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels** (Feb 2006). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

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

**252.225-7014 Preference for Domestic Specialty Metals** (Jun 2005).

**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.

**4. 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 debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.

**B. ORGANIZATIONAL CONFLICT OF INTEREST (NOV 2007)**

(a) The Contractor warrants, to the best of its knowledge and belief, that (1) there are no relevant facts that could give rise to organizational conflicts of interest as defined in FAR 9 501; or (2) the Contractor has disclosed all relevant information regarding any actual or potential organizational conflicts of interest The Contractor shall inform the Contracting Officer of any potential conflicts of interest, including those involving contracts with other Government organizations or commercial enterprises before preparing their proposal to determine whether the Government will require mitigation of those conflicts If the successful Contractor was aware, or should have been aware, of an organizational conflict of interest before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

(b) If during contract performance the Contractor discovers an organizational conflict of interest involving this contract, the Contractor agrees to make an immediate and full disclosure in writing to the Contracting Officer Such notification shall include a description of the action the Contractor and/or subcontractor has take or proposes to take to avoid, neutralize, or mitigate the conflict The Contractor will continue contract performance until notified by the Contracting Officer of any contrary actions to be taken The Government may terminate this contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) The Contractor shall inform the Contracting Officer of any activities, efforts, or actions planned, entered into, or on-going by the Contractor, or any other corporate entity of the Contractor, at the prime or subcontract level, involving the review of information or providing any advice, assistance, or support to Government or commercial agencies, entities, or units outside of AEDC which may result in a perceived or actual organizational conflict of interest with any known AEDC activity. The Contractor shall provide detailed information to the Contracting Officer as to the specifics of the situation immediately upon its recognition Based on the severity of the conflict, the Contracting Officer may direct the Contractor to take certain actions, revise current work effort, or restrict the Contractor' future participation in AEDC contracts as may be necessary to appropriately neutralize, mitigate, or avoid the organizational conflict of interest.

(d) If necessary to mitigate organizational conflict of interest concerns, or when directed to do so by the Contracting Officer, the Contractor shall submit an organizational conflict of interest mitigation plan for approval The plan shall describe how the Contractor will mitigate, neutralize, or avoid potential and/or actual conflicts of interest or unfair competitive advantages After approval of the mitigation plan, the Contractor shall conduct a yearly self-assessment and submit an annual certification of compliance with the terms of the plan signed by a corporate official at the level of Vice President or above The Contractor agrees to submit a revised mitigation plan for approval whenever corporate, contractual, or personnel changes create or appear to create new organizational conflict of interest concerns or when directed to do so by the Contracting Officer.

(e) The Contractor shall insert a clause containing all the requirements of this clause in all subcontracts for work similar to the services provided by the prime contractor.

(f) Before this contract is modified to add new work or to significantly increase the period of performance, the Contractor agrees to submit an organizational conflict of interest disclosure or representation of requested by the Government.

(g) The Contractor further agrees that the Government may periodically review the Contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate.

**C. EXPORT-CONTROLLED DATA RESTRICTIONS (NOV 2007)**

(a) For the purpose of this clause;

(1) Foreign person is any person who is not a citizen or national of the U S or lawfully admitted to the U S for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

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

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

(4) Technical Data is information, other than software as defined in 22 CFR Section 120, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles. This includes, but is not limited to information in the form of blueprints, drawings, photographs, plans, instructions and documentation.

(5) In accordance with DoDD 523024, Distribution Statements on Technical Documents, All technical documents that are determined to contain export-controlled technical data shall be marked "WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U S C . Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S C . App 2401 et seq Violations of these export laws are subject to severe criminal penalties Disseminate in accordance with provisions of DoD Directive 5230 25"

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

(c) Nothing in this clause waives any requirement imposed by any export control mandates, including, but not limited to, those promulgated under the Arms Export Control Act and Export Administration Act, with respect to employment of foreign nationals or export controlled data and information

(d) Equipment, services and technical data (classified and unclassified) generated or delivered under this contract are subject to export controls, e g International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128 An export license is required before assigning any foreign source to perform work under this contract or before granting access (disclosure whether oral or visual, or transfer) to foreign persons any equipment and technical data generated or delivered during performance (see 22 CFR Section 125) The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and



country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220 22-M, National Industrial Security Program Operating Manual (NISPOM))

**D. COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (NOV 2007)**

(a) For installation(s)/location(s) cited in the contract, Seller shall ensure Common Access Cards (CACs) are obtained by all Seller or Seller's subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment, or (ii) the classified environment where authorized by government security directives

(2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings

(b) Seller and their personnel shall use the following procedures to obtain CACs:

(1) Sellers shall provide a listing of personnel authorized a CAC to the Contracting Officer. The Contracting Officer will provide a copy of the listing to the Government representative in the local organization designated to authorize issuance of contractor CACs (i.e., "authorizing official").

**E. CONTRACTOR IDENTIFICATION (FEB 2003)**

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.