

**CUSTOMER CONTRACT REQUIREMENTS**  
**Extended Area Protection and Survivability (EAPS)**  
**CUSTOMER CONTRACT W31P4Q-07-R-0206**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

**1. FAR Clauses.** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.203-6 Restrictions on Subcontractor Sales to the Government** (Sep 2006). This clause applies only if this contract exceeds \$100,000. .

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

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

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

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Sep 2005). The clause applies only if the contract exceeds \$100,000.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (Sep 2005). This clause applies only if this Contract exceeds \$100,000. Paragraph (c) (4) is modified to read as follows: "(c) (4) Seller will

promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

**52.204-2 Security Requirements** (Aug 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

**52.211-15 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.

**52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications** (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d) (2) (i) (A), delete "to the Contracting Officer." In subparagraph (d) (2) (ii) (B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer.".

**52.215-13 Subcontractor Cost or Pricing Data - Modifications** (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 (c) 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). 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).

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

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

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

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

**52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006). 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** (Sep 2006). This clause applies only if this contract exceeds \$25,000.

**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.

**52.222-41 Service Contract Act of 1965, As Amended** (Jul 2005). This clause only applies to contracts which are subject to this act.

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

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

**52.227-1 Authorization and Consent** (JUL 1995) - **Alternate I** (APR 1984)

**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.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (Apr 1984). This clause applies only if this contract will involve access to classified information.

**52.227-11 Patent Rights - Retention by the Contractor (Short Form)** (Jun 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

**52.227-12 Patent Rights - Retention by the Contractor (Long Form)** (Jan 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

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

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

**52.245-1 Government Property** (Jun 2007).

**52.245-2 Government Property Installation Operation Services** (Jun 2007).

**52.247-63 Preference for U.S.-Flag Air Carriers** (Jun 2003). This clause only applies if this contract involves international air transportation.

**2. DoD FAR Supplement Clauses.** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g))** (Dec 2004). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

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

**252.223-7002 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).

**252.225-7001 Buy American Act and Balance of Payment Program.** (Jun 2005).

**252.225-7002 Qualifying Country Sources as Subcontractors** (Apr 2003).

**252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission After Award** (May 2007). The term "Contractor" in paragraph (b) and the term "Contracting Officer" in paragraphs (c) and (d) means "Buyer." This clause applies only if this contract exceeds \$550,000.

**252.225-7006 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).

**252.225-7013 Duty-Free Entry** (Oct 2006). This clause applies if Seller is located 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.

**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.

**252.225-7025 Restriction on Acquisition of Forgings** (Jul 2006). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

**252.226-7001 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 software documentation may be originated, developed or delivered under this contract.

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

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

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

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

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

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

**252.231-7000 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.

3. 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). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

**52.222-26 Equal Opportunity** (subparagraph (b) (1) through (11)) (Mar 2007).

**52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans** (Sep 2006). This clause applies only if this contract exceeds \$25,000.

**52.222-36 Affirmative Action for Handicapped Workers** (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** (APR 2003). This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor 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.

**252.247-7023 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. Cost Accounting Standards

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

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

(3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated April 1998.

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

**A. Protection and handling of For Official Use Only Information  
(USAAMCOM) 52.204-4706 (JUN 1997)**

Information and /or material identified "For Official Use Only" (FOUO) shall be protected and handled in accordance with the following:

a. Definition. Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked "For Official Use Only." (FOUO) FOUO is not authorized as a form of classification to protect national security interests.

b. Safeguarding FOUO Information.

(1) During Duty Hours: During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other nongovernment/noncontractor personnel have access to the work area.

(2) During Nonduty hours: At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified recorded in unlocked files or desks, etc., is adequate when normal U.S. Government or government/contractor internal building security is provided during nonduty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

c. Transmission of FOUO Information. FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Bulky shipments that otherwise qualify under postal regulations may

be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO attachments.

d. Termination, Disposal and Unauthorized Disclosures.

(1) Termination: The originator or other competent authority, e.g., initial denial and appellate authorities, shall termination "For Official Use Only" markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified to the extent practical. Upon notification, holders shall efface or remove the "For Official Use Only" markings, but records in file or storage need not be retrieved solely for that purpose.

(2) Disposal: FOUO materials may be destroyed by tearing each copy into pieces to preclude reconstruction, and placing them in regular trash containers. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

(3) Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

**B. NON-U.S. Citizens**

Prior approval to use NON-U.S. Citizens to perform on this contract, at either prime or sub-contract level must be obtained from the Contracting Officer and the Director, Intelligence and Security directorate. If approval is granted, such approval does not grant an exception to U.S. export law(s) and the contractor is responsible for obtaining necessary export licenses.

To request approval to use NON-U.S. citizens (including permanent resident aliens) in performance of this contract, the contractor must provide by letter addressed to the Contracting Officer the following:

- (a) Method non-U.S. citizen will be utilized, i.e. as a subcontractor or as an employee of the contractor.
- (b) If a subcontractor, identify company, country of origin, and tasks to be performed.

- (c) If a company employee, identify the individual(s), country of origin, and tasks to be performed.
- (d) In either case (items b and c above) identify the System involved and what type information, Classified or Controlled Unclassified (export controlled data) will require release to the non-U.S. citizen to enable satisfactory performance on the contract.
- (e) If the contractor currently possesses a munitions export license to export the data to non-U.S. citizens (whether the non-U.S. citizen is an employee of the company or a foreign subcontractor) provide the license number.
- (f) If the company is a foreign company, list any 3<sup>rd</sup> party nationals (citizens of countries other than the U.S. and country of the contractor) that may be working on the contract. The foreign contractor is required to obtain a re-export license.
- (g) Complete justification as to why the non-U.S. citizen is needed to perform on the contract.
- (h) Company point of contact name and phone number.

**C. 252.225-7014 Preference For Domestic Specialty Metals – Alternate I (Deviation) (Apr 2003) DAR Tracking #2006-O00004**

- (a) Definitions: As used in this clause - -
  - (1) Electronic component means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits. An item can be an electrical component regardless of the tier of the end product at which it is installed.
  - (2) End product means suppliers delivered under a line item of this contract.
  - (3) Qualifying country means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
  - (4) Specialty metals means any of the following:
    - i. Steel - -
      - 1. With a maximum allow content exceeding one of more of the following limits: manganese 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
      - 2. Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium.
    - ii. Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.
    - iii. Titanium and titanium alloys.
    - iv. Zirconium and zirconium alloys.

- (b) Any specialty metals incorporated in articles delivered under this contract shall be melted or produced in the United States or its outlying areas.
- (c) This clause does not apply to specialty metals –
  - (1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or
  - (2) Incorporated in a commercially available electronic component, if the value of the specialty metal content in the electronic component does not exceed 10 percent of the overall value of the lowest level electronic component, containing specialty metal, that is –
    - i. Produced by the contractor; or
    - ii. If the Contractor does not produce the electronic component, produced by the subcontractor from which the electronic was acquired.
- (d) The Contractor shall insert the substance of this clause including this paragraph (d), in all subcontracts for items containing specialty metals.