

## SP SECTION 8000 - FLOWDOWN

### SP 8000

SUBJECT: Contract Flowdowns. FAR/DFAR Flowdown Clauses. NASA FAR Flowdown Clauses. Generic Contract Flowdowns.

#### SPECIAL PROVISION TEXT:

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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 52.202-1 Definitions (SEP 91)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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.
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91). This clause applies only if this contract exceeds \$100,000.
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 97). This clause applies only if this contract exceeds \$100,000. Subparagraph (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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000.
- 52.207-4 Economic Purchase Quantity-Supplies (AUG 97)
- 52.208-8 Helium Requirement Forecast and Required Sources for Helium (JUN 97)
- 52.211-5 Material Requirements (OCT 97). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (OCT 97)
- 52.213-4 Terms and Conditions-Simplified Acquisitions (AUG 98)

- 52.214-26 Audit and Records--Sealed Bidding (OCT 97). This clause applies only if it is expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.
- 52.214-27 Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding (OCT 97)
- 52.214-28 Subcontractor Cost or Pricing Data-- Modifications--Sealed Bidding (OCT 97)
- 52.215-2 Audit and Records-Negotiation (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold 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 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required. In subdivision (3) of paragraph (a), insert "of this contract" after "price or cost". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". In subparagraphs (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".
- 52.215-11 Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 97). This clause applies only if original order was competitive, and Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "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".
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-13 Subcontract Cost Or Pricing Data--Modifications (OCT 97)
- 52.215-14 Integrity of Unit Prices (OCT 96) [excluding paragraph (b)]. This clause applies only if this contract exceeds \$100,000 or is not for 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 Termination Of Defined Benefit Pension Plans (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB) (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Sellers cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 97). "Contracting Officer" shall mean Buyer in paragraph (a).
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in paragraph (a).
- 52.216-5 Price Redetermination-Prospective (OCT 97)
- 52.216-6 Price Redetermination-Retroactive (OCT 97)

- 52.216-7 Allowable Cost and Payment (APR 98). "Contracting Officer" and "Government" shall mean Buyer, and "Disputes Clause" shall mean the Disputes Article of this contract.
- 52.216-8 Fixed Fee (MAR 97). "Contracting Officer and "Government" shall mean Buyer.
- 52.216-9 Fixed Fee-Construction (MAR 97). "Contracting Officer and "Government" shall mean Buyer.
- 52.216-10 Incentive Fee (MAR 97). "Contracting Officer" and "Government" shall mean Buyer.
- 52.216-16 Incentive Price Revision-Firm Target (OCT 97)
- 52.216-17 Incentive Price Revision-Successive Targets (OCT 97)
- 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JAN 99)
- 52.219-9 Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (JAN 99). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-2 Payments for Overtime Premiums (JUL 90)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 95). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
- 52.222-6 Davis Bacon Act (FEB 95)
- 52.222-7 Withholding of Funds (FEB 98)
- 52.222-8 Payrolls and Basic Records (FEB 88)
- 52.222-9 Apprentices and Trainees (FEB 88)
- 52.222-10 Compliance With Copeland Act Requirements (FEB 88)
- 52.222-11 Subcontracts (Labor Standards) (FEB 88). Seller shall include this clause in its subcontracts and shall require such subcontractors to flow this clause to all lower-tier subcontractors.
- 52.222-12 Contract Termination-Debarment (FEB 88)
- 52.222-13 Compliance with Davis Bacon and Related Act Regulations (FEB 88)
- 52.222-14 Disputes Concerning Labor Standards (FEB 88)
- 52.222-15 Certification of Eligibility (FEB 88)
- 52.222-16 Approval of Wage Rates (FEB 88)
- 52.222-17 Labor Standards for Construction Work-Facilities Contracts (FEB 88)
- 52.222-20 Walsh-Healy Public Contracts Act (APR 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-26 Equal Opportunity (APR 84) [subparagraphs (b)(1) through (11)]
- 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 84). This clause applies only if this contract exceeds \$10,000 and a portion of the work involves any construction trade.
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.

- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98) This clause applies only if this contract is for \$10,000 or more.
- 52.222-41 Service Contract Act of 1965, as Amended (MAY 89). This clause applies only if this contract is subject to the Act.
- 52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97). This clause applies only if hazardous material will be delivered.
- 52.223-7 Notice of Radioactive Materials (JAN 97). The period for giving notice is 60 days.
- 52.223-11 Ozone-Depleting Substances (JUN 96)
- 52.223-14 Toxic Chemical Release Reporting (OCT 96) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), is not for commercial items as defined in FAR Part 12 and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.
- 52.224-2 Privacy Act (APR 84). This clause applies only if this contract involves the design, development or operation of a system of records on individuals.
- 52.225-3 Buy American Act-Supplies (JAN 94)
- 52.225-5 Buy American Act-Construction Materials (JUN 97)
- 52.225-7 Balance of Payments Program (APR 84)
- 52.225-10 Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates."
- 52.225-11 Restrictions on Certain Foreign Purchases (AUG 98)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-1 Alternate I (APR 84)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
- 52.227-3 Patent Indemnity (APR 84)
- 52.227-4 Patent Indemnity-Construction Contracts (APR 84)
- 52.227-6 Royalty Information (APR 84)
- 52.227-7 Patents - Notice of Government Licensee (APR 84)
- 52.227-9 Refund of Royalties (APR 84). This clause applies only if the amount of royalties reported during negotiation of this contract exceeds \$250.
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84). This clause applies only if this contract will involve access to classified information.

- 52.227-11 Patent Rights - Retention by Contractor (Short Form) (JUN 97). This clause applies only if Seller is a small business or non-profit organization and if this contract is for experimental, developmental or research work.
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental, or research work.
- 52.227-13 Patent Rights--Acquisition by the Government (JAN 97). This clause applies only if this contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.
- 52.227-14 Rights in Data – General (JUN 87). This clause applies only if technical data or computer software will be produced, furnished, or acquired under this contract. This clause does not apply if this contract is placed under a Department of Defense contract.
- 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (JUN 87)
- 52.227-16 Additional Data Requirements (JUN 87). This clause applies only if this contract involves experimental, developmental, research, or demonstration work. This clause does not apply if this contract is placed under a Department of Defense contract.
- 52.227-17 Rights in Data-Special Works (JUN 87)
- 52.227-18 Rights in Data-Existing Works (JUN 87)
- 52.227-19 Commercial Computer Software-Restricted Rights (JUN 87)
- 52.227-20 Rights in Data-SBIR Program (MAR 94)
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (JAN 97)
- 52.227-22 Major System-Minimum Rights (JUN 87)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 84)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 84)
- 52.228-5 Insurance--Work on Government Installation (JAN 97). Seller shall provide and maintain insurance as set forth in this contract.
- 52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 90)
- 52.229-9 Taxes - Cost Reimbursement Contracts with Foreign Governments (MAR 90)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (OCT 88). This clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the subcontractor, and (3) this contract is for services to be performed in whole or in part in the State of New Mexico.
- 52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
- 52.230-3 Disclosure & Consistency of Cost Accounting Practices (APR 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000. In paragraph (c), "Government" shall mean Government.
- 52.230-4 Consistency in Cost Accounting Practices (AUG 92). This clause applies only if it is a United Kingdom company which has filed a Disclosure Statement with the UK Ministry of Defense and if this contract exceeds \$500,000.

- 52.230-5 Cost Accounting Standards - Educational Institutions (APR 98). This clause applies only if this contract is with an educational institution.
- 52.230-6 Administration of Cost Accounting Standards (APR 96). Add "Buyer and the" before "Contracting Officer" in paragraph (e).
- 52.232-16 Progress Payments (JUL 91)
- 52.232-20 Limitation of Cost (APR 84)
- 52.232-21 Limitation of Cost (Facilities) (APR 84)
- 52.232-22 Limitation of Funds (APR 84)
- 52.232-32 Performance-Based Payments (MAY 97)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 94)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 84). This clause applies only if work will be performed on a military installation. "Contracting Officer" shall mean Buyer.
- 52.236-13 Accident Prevention (NOV 91). "Contracting Officer" shall mean Buyer.
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 84). This clause applies only if work will be performed on a government installation. "Contracting Officer" shall mean Buyer.
- 52.237-7 Indemnification and Medical Liability Insurance (JAN 97). This clause applies only if this contract requires health care services. Seller shall provide evidence of insurance for itself and any of its subcontractors as required by this clause.
- 52.237-8 Restriction of Severance Payments to Foreign Nationals (OCT 95)
- 52.237-9 Waiver of Limitation on Severance Payments to Foreign Nationals (OCT 95)
- 52.241-10 Termination Liability (FEB 95)
- 52.242-14 Suspension of Work (APR 84)
- 52.242-15 Stop Work Order (AUG 89). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The Termination for Convenience of the Government clause refers to the Termination clause of this contract. "Contracting Officer" and "Government" shall mean Buyer.
- 52.242-16 Stop Work Order-Facilities (AUG 88)
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 98)
- 52.245-2 Government Property, Fixed Price Contracts (DEC 89). "Government" shall mean Government throughout except "Government or Buyer" the first time it appears in paragraph (f).
- 52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by Seller.
- 52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change "30 days" to "45 days" in paragraphs (b) and (c).
- 52.246-23 Limitation of Liability (FEB 97)

- 52.246-24 Limitation of Liability, High Value Items (FEB 97). This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer.
- 52.246-25 Limitation of Liability - Services (FEB 97)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97) This clause applies only if this contract may involve international air transportation.
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 97). This clause applies only if this contract exceeds the small purchase limitation. Except in subparagraph (C)(2), "20" and "30" are changed to 10 and 20 respectively.
- 52.248-1 Value Engineering (MAR 89) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or 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.
- 52.248-3 Value Engineering - Construction (MAR 89) [excluding paragraph (f)]. This clause applies only if this contract is for \$50,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or 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.

**2. DoD Contracts.** If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 252.203-7001 Special Prohibition on Employment (JUN 97) [excluding paragraph (g)]. This clause applies only if this contract exceeds the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation and is not for commercial items or components.
- 252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to release through Buyer.
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91). This clause applies only if an item being purchased contains precious metals.
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.
- 252.211-7000 Acquisition Streamlining (DEC 91). This clause applies only if this contract exceeds \$1,000,000.
- 252.211-7005 Substitutions for Military or Federal Specifications and Standards (AUG 97)
- 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.
- 252.217-7027 Contract Definitization (FEB 96)
- 252.222-7000 Restrictions On Employment of Personnel (DEC 91)
- 252.222-7001 Right of First Refusal of Employment-Closure of Military Installations (APR 93)
- 252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 97)

252.222-7004 Compliance with Spanish Social Security Laws and Regulations (JUN 97)

252.222-7005 Prohibition on Use of Nonimmigrant Aliens - Guam (JUN 98)

252.223-7001 Hazard Warning Labels (DEC 91). This clause applies only if Seller delivers hazardous material under this contract.

252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives.

252.223-7003 Change in Place of Performance -- Ammunition and Explosives (DEC 91). This clause applies only if DFARS 252.223-7002 applies.

252.223-7005 Hazardous Waste Liability (OCT 92). This clause applies only if work will be performed on a Government installation or if Seller receives hazardous waste from a defense facility.

252.223-7006 Alternate I (NOV 95). This clause applies only if this contract requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (FEB 96). This clause applies only to subcontracts involving AA&E.

252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)

252.225-7002 Qualifying Country Sources (DEC 91)

252.225-7009 Duty-Free Entry-Qualifying Country End Products (MAR 98)

252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)

252.225-7012 Preference for Certain Domestic Commodities (SEP 97)

252.225-7014 Alternate I (MAR 98). This clause applies only if the product contains specialty metal(s).

252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 91). This clause applies only if hand or measuring tools will be delivered.

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (FEB 98). This clause applies only if an item contains a ball or roller bearing.

252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain (DEC 91). This clause applies only if restricted welded shipboard anchor or mooring chain are being delivered under this contract.

252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (JUN 97). "Contracting Officer" shall mean Buyer. This clause applies only if the product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).

252.225-7024 Restrictions on Acquisition of Night Vision Image Intensifier Tubes and Devices (DEC 91)

252.225-7025 Restriction on Acquisition of Forgings (JUN 97)

252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 88)

252.225-7032 Waiver of United Kingdom Levies (OCT 92). This clause applies only if this contract exceeds \$1,000,000.

252.225-7033 Restriction on Acquisition of Four Ton Dolly Jacks (APR 93)



252.225-7038 Restriction on Acquisition of Aircraft Fuel Cells (FEB 94)

252.225-7039 Restriction on Acquisition of Totally Enclosed Lifeboat Survival Systems (APR 96)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 98)

252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Software and Noncommercial Software Documentation (JUN 95). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed, or delivered under this contract.

252.227-7015 Technical Data--Commercial Items (NOV 95). This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 95)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 95)

252.227-7018 Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (JUN 95)

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 95). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7026 Deferred Delivery of Technical Data (APR 88). 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 88). 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 (OCT 88). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.

252.227-7033 Rights in Shop Drawings (APR 66)

252.227-7036 Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 95). This clause applies only if the delivery of data is required by this contract.

252.228-7001 Ground and Flight Risk (SEP 96)

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)

252.229-7003 Tax Exemptions (Italy) (JUN 97)

252.229-7004 Status of Contractor as a Direct Contractor (Spain) (JUN 97)

252.229-7005 Tax Exemptions (Spain) (JUN 97)

252.229-7006 Value Added Tax Exclusion (United Kingdom) (JUN 97)

252.229-7008 Relief from Import Duty (United Kingdom) (JUN 97)

252.231-7000 Supplemental Cost Principles (DEC 91)

252.232-7004 DoD Progress Payment Rates (FEB 96)

252.234-7001 Earned Value Management System (MAR 98)

- 252.235-7002 Animal Welfare (DEC 91). This clause applies only if this contract involves research of live vertebrate animals.
- 252.235-7003 Frequency Authorization (DEC 91). This clause applies only if this contract involves developing, producing, testing, or operating a device requiring radio frequency authorization.
- 252.239-7000 Protection Against Compromising Emanations (DEC 91). This clause applies only if classified information will be processed and if the procurement meets the criteria specified in this clause.
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 91). This clause applies only if this contract requires securing telecommunications.
- 252.242-7005 Cost/Schedule Status Report (MAR 98). This clause applies only if this contract is more than 12 months in duration and is other than firm-fixed-price.
- 252.245-7001 Reports of Government Property (MAY 94). Seller will provide information that Buyer may require to complete Buyer's annual report.
- 252.246-7001 Warranty of Data (DEC 91). 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.
- 252.247-7023 Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the simplified acquisition threshold in FAR Part 13. In paragraph (c), "45 days" is changed to 60 days.
- 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c), "two weeks" is changed to 10 days.
- 252.251-7000 Ordering From Government Supply Sources (MAY 95). This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract.
- 252.251-7001 Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services (DEC 91). This clause applies only if Seller is notified by Buyer that Seller is authorized to use IFMS vehicles.

**3. NASA Contracts.** If this contract is placed under a National Aeronautics and Space Administration contract, the following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 18-52.204-75 Security Classification Requirements (SEP 89)
- 18-52.204-76 Security Requirements for Unclassified Automated Information Resources (SEP 93). This clause applies only if this contract requires unescorted or unsupervised physical access or electronic access to limited or controlled areas, systems, programs and data as set forth in this contract.
- 18-52.208-81 Restrictions on Printing and Duplicating (AUG 93)
- 18-52.209-71 Limitation of Future Contracting (DEC 88)
- 18-52.219-74 Use of Rural Area Small Businesses (SEP 90)
- 18-52.219-75 Small, Small Disadvantaged, and Women-Owned Business Subcontracting Reporting (JUL 97). This clause applies only if FAR 52.219-9 is included in this contract.
- 18-52.219-76 NASA 8 Percent Goal (JUL 97). This clause applies only if Seller is not a small business.

- 18-52.223-70 Safety and Health (MAR 97). This clause applies only if this contract exceeds \$1,000,000 or construction, repairs or alteration in excess of the simplified acquisition threshold, or it involves the use of hazardous materials or operations.
- 18-52.223-71 Frequency Authorization (DEC 88). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
- 18-52.223-74 Drug- and Alcohol-Free Workforce (MAR 96). This clause applies only if work is performed by an employee in a sensitive position, except if this contract is for commercial items.
- 18-52.227-14 Rights in Data -- General (No Date). This clause applies only if data will be produced, furnished, or acquired under this contract except contracts for basic or applied research with universities or colleges.
- 18-52.227-17 Rights in Data – Special Works (No Date)
- 18-52.227-19 Commercial Computer Software Restricted Rights (No Date)
- 18-52.227-70 New Technology (JUL 95). This clause applies only if the contract involves experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.
- 18-52.227-71 Requests for Waiver of Rights to Inventions (APR 84)
- 18-52.227-72 Designation of New Technology Representative and Patent Representative (JUL 97)
- 18-52.227-85 Invention Reporting and Rights - Foreign (APR 86). This clause applies only if this contract is for experimental, developmental, or research work.
- 18-52.227-86 Commercial Computer Software – Licensing (DEC 87)
- 18-52.227-87 Transfer of Technical Data under Space Station International Agreement (APR 89)
- 18-52.228-70 Aircraft Ground and Flight Risk (OCT 96)
- 18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 93)
- 18-52.228-76 Cross-Waiver of Liability for Space Station Operations (DEC 94)
- 18-52.228-78 Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (SEP 93)
- 18-52.236-75 Partnering of Construction Contracts (AUG 98)
- 18-52.237-70 Emergency Evacuation Procedures (DEC 88). This clause applies only if this contract requires work on a government installation.
- 18-52.237-71 Pension Portability (JAN 97). This clause only applies if the criteria set forth in paragraph (b) of this clause have been met.
- 18-52.239-70 Alternative Delivery Points (NOV 93)
- 18-52.242-72 Observance of Legal Holidays, Alternate I (AUG 92). This clause applies only if work is a government installation is required.
- 18-52.242-73 NASA Contractor Financial Management Reporting (JUL 97). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Purchasing Representative.
- 18-52.243-70 Engineering Change Proposal (FEB 98)
- 18-52.243-71 Shared Savings (MAR 97)
- 18-52.243-72 Equitable Adjustments (APR 98). "Government" shall mean Buyer.

- 18-52.244-70 Geographic Participation in the Aerospace Program (APR 85). This clause applies only if this contract is for \$100,000 or more.
- 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 89) [excluding paragraph (b)(3)]. In this clause, "Contracting Officer" shall mean Buyer. Seller will report to Buyer all Centrally Reportable Equipment (CRE) in accordance with the terms of this clause. A listing of all equipment, including CRE items, CRE type items costing less than \$1,000.00 all development items, no matter what the value, and Special Tooling will be provided to Buyer on 30 March and 30 September of each year. The listing will exclude completed end item deliverables under the contract, leased items, and any software/manuals. Seller will ensure that these requirements are included in all lower-tier subcontracts.
- 18-52.245-72 Liability for Government Property Furnished for Repair or Other Services (MAR 89)
- 18-52.245-73 Financial Reporting of NASA Property in the Custody of Contractors (SEP 96). Seller will submit annual reports no later than October 15.
- 18-52.246-72 Material Inspection and Receiving Report (JUN 95)
- 18-52.246-73 Human Space Flight Item (MAR 97)
- 18-52.247-71 Protection of the Florida Manatee (MAR 89)

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

**A. SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on a Government installation, Seller shall (a) conform to the specific safety requirements contained in the Contract, and (b) for those related activities not directly addressed by this Contract, conform to the applicable safety rules prescribed by the Government installation, and (c) take such additional precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof. Buyer may, by written order, direct additional safety and accident standards as may be required under Buyer's Government contract and any adjustments resulting from such direction will be in accordance with the provisions of this Contract entitled "Changes."

**B. FOREIGN MILITARY SALES**

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

**C. FOREIGN OBJECT DAMAGE/CONTROL**

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

**SP 8001**

SUBJECT: Contract Flowdowns. Multi-Year 1 Apache. DAAJ09-95-C-A001.

**SPECIAL PROVISION TEXT:**

The following Special Provisions are incorporated into this contract: SP 8025 (05/02), SP 8036 (05/02). If this contract contains SP 8000 (05/02) it is superseded by SP 8001 (05/02).

The following FAR/DFAR and Prime Contract Flowdown clauses are incorporated into this contract:

**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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 52.202-1 Definitions (SEP 91)

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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 (JUN 97). This clause applies only if this contract exceeds \$100,000. Subparagraph (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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000.
- 52.211-5 Material Requirements (OCT 97). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90)
- 52.215-2 Audit and Records-Negotiation (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold 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 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required. In subdivision (3) of paragraph (a), insert "of this contract" after "price or cost". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". In subparagraphs (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".
- 52.215-11 Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 97). This clause applies only if original order was competitive, and Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "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".
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-13 Subcontract Cost Or Pricing Data--Modifications (OCT 97)
- 52.215-14 Integrity of Unit Prices (OCT 96) [excluding paragraph (b)]. This clause applies only if this contract exceeds \$100,000 or is not for 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 Termination Of Defined Benefit Pension Plans (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB) (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Sellers cognizant ACO.
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 97). "Contracting Officer" shall mean Buyer in paragraph (a). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in paragraph (a). ). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JAN 99)
- 52.219-9 Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (JAN 99). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-20 Walsh-Healy Public Contracts Act (APR 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-26 Equal Opportunity (APR 84) [subparagraphs (b)(1) through (11)]
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98) This clause applies only if this contract is for \$10,000 or more.
- 52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97). This clause applies only if hazardous material will be delivered.
- 52.223-7 Notice of Radioactive Materials (JAN 97). The period for giving notice is 60 days.
- 52.223-11 Ozone-Depleting Substances (JUN 96)
- 52.223-14 Toxic Chemical Release Reporting (OCT 96) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), is not for commercial items as defined in FAR Part 12 and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.
- 52.225-10 Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release

shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates."

- 52.225-11 Restrictions on Certain Foreign Purchases (AUG 98)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
- 52.227-6 Royalty Information (APR 84)
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental, or research work.
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (JAN 97)
- 52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
- 52.230-3 Disclosure & Consistency of Cost Accounting Practices (APR 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000. In paragraph (c), "Government" shall mean Government.
- 52.230-4 Consistency in Cost Accounting Practices (AUG 92). This clause applies only if it is a United Kingdom company which has filed a Disclosure Statement with the UK Ministry of Defense and if this contract exceeds \$500,000.
- 52.230-6 Administration of Cost Accounting Standards (APR 96). Add "Buyer and the" before "Contracting Officer" in paragraph (e).
- 52.232-16 Progress Payments (JUL 91)
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 98)
- 52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by Seller.
- 52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change "30 days" to "45 days" in paragraphs (b) and (c).
- 52.246-24 Limitation of Liability, High Value Items (FEB 97). This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer.
- 52.246-25 Limitation of Liability - Services (FEB 97)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97) This clause applies only if this contract may involve international air transportation.
- 52.248-1 Value Engineering (MAR 89) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Sellers negotiated share of net acquisition savings or 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 Buyers receipt of authorization for such payments from the Government.

**2. DoD Contracts.** If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 252.203-7001 Special Prohibition on Employment (JUN 97) [excluding paragraph (g)]. This clause applies only if this contract exceeds the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation and is not for commercial items or components.
- 252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to release through Buyer.
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.
- 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.
- 252.217-7027 Contract Definitization (FEB 96)
- 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives.
- 252.223-7003 Change in Place of Performance -- Ammunition and Explosives (DEC 91). This clause applies only if DFARS 252.223-7002 applies.
- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)
- 252.225-7002 Qualifying Country Sources (DEC 91)
- 252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)
- 252.225-7012 Preference for Certain Domestic Commodities (SEP 97)
- 252.225-7014 Alternate I (MAR 98). This clause applies only if the product contains specialty metal(s).
- 252.225-7025 Restriction on Acquisition of Forgings (JUN 97)
- 252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for noncommercial items under this contract.
- 252.227-7030 Technical Data - Withholding of Payment (OCT 88). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.
- 252.227-7036 Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.
- 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 95). This clause applies only if the delivery of data is required by this contract.
- 252.228-7001 Ground and Flight Risk (SEP 96)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.232-7004 DoD Progress Payment Rates (FEB 96)



- 252.235-7003 Frequency Authorization (DEC 91). This clause applies only if this contract involves developing, producing, testing, or operating a device requiring radio frequency authorization.
- 252.246-7001 Warranty of Data (DEC 91). 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.
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c), "two weeks" is changed to 10 days.

**3. NASA Contracts. Not Applicable.**

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

**A. SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on a Government installation, Seller shall (a) conform to the specific safety requirements contained in the Contract, and (b) for those related activities not directly addressed by this Contract, conform to the applicable safety rules prescribed by the Government installation, and (c) take such additional precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof. Buyer may, by written order, direct additional safety and accident standards as may be required under Buyer's Government contract and any adjustments resulting from such direction will be in accordance with the provisions of this Contract entitled "Changes."

**B. FOREIGN MILITARY SALES**

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

**C. FOREIGN OBJECT DAMAGE/CONTROL**

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

**SP 8002**

SUBJECT: Contract Flowdowns. Netherlands Apache. DAAJ09-94-C-A002.

**SPECIAL PROVISION TEXT:**

The following Special Provisions are incorporated into this contract: SP 8025 (05/02), SP 8036 (05/02). If this contract contains SP 8000 (05/02) it is superseded by SP 8002 (05/02).

The following FAR/DFAR and Prime Contract Flowdown clauses are incorporated into this contract:

**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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 52.202-1 Definitions (SEP 91)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller

shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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 (JUN 97). This clause applies only if this contract exceeds \$100,000. Subparagraph (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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000.
- 52.211-5 Material Requirements (OCT 97). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90)
- 52.215-2 Audit and Records-Negotiation (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold 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 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required. In subdivision (3) of paragraph (a), insert "of this contract" after "price or cost". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". In subparagraphs (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".
- 52.215-11 Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 97). This clause applies only if original order was competitive, and Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "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".
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-13 Subcontract Cost Or Pricing Data--Modifications (OCT 97)
- 52.215-14 Integrity of Unit Prices (OCT 96) [excluding paragraph (b)]. This clause applies only if this contract exceeds \$100,000 or is not for 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 Termination Of Defined Benefit Pension Plans (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB) (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of

Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Sellers cognizant ACO.

- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 97). "Contracting Officer" shall mean Buyer in paragraph (a). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in paragraph (a). ). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JAN 99)
- 52.219-9 Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (JAN 99). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-20 Walsh-Healy Public Contracts Act (APR 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-26 Equal Opportunity (APR 84) [subparagraphs (b)(1) through (11)]
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98) This clause applies only if this contract is for \$10,000 or more.
- 52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97). This clause applies only if hazardous material will be delivered.
- 52.223-7 Notice of Radioactive Materials (JAN 97). The period for giving notice is 60 days.
- 52.223-11 Ozone-Depleting Substances (JUN 96)
- 52.223-14 Toxic Chemical Release Reporting (OCT 96) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), is not for commercial items as defined in FAR Part 12 and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.
- 52.225-10 Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates."
- 52.225-11 Restrictions on Certain Foreign Purchases (AUG 98)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.

- 52.227-6 Royalty Information (APR 84)
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental, or research work.
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (JAN 97)
- 52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
- 52.230-3 Disclosure & Consistency of Cost Accounting Practices (APR 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000. In paragraph (c), "Government" shall mean Government.
- 52.230-4 Consistency in Cost Accounting Practices (AUG 92). This clause applies only if it is a United Kingdom company which has filed a Disclosure Statement with the UK Ministry of Defense and if this contract exceeds \$500,000.
- 52.230-6 Administration of Cost Accounting Standards (APR 96). Add "Buyer and the" before "Contracting Officer" in paragraph (e).
- 52.232-16 Progress Payments (JUL 91)
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 98)
- 52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by Seller.
- 52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change "30 days" to "45 days" in paragraphs (b) and (c).
- 52.246-24 Limitation of Liability, High Value Items (FEB 97). This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer.
- 52.246-25 Limitation of Liability - Services (FEB 97)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97) This clause applies only if this contract may involve international air transportation.
- 52.248-1 Value Engineering (MAR 89) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or 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.

**2. DoD Contracts.** If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 252.203-7001 Special Prohibition on Employment (JUN 97) [excluding paragraph (g)]. This clause applies only if this contract exceeds the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation and is not for commercial items or components.

252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to release through Buyer.

252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.

252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.

252.217-7027 Contract Definitization (FEB 96)

252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives.

252.223-7003 Change in Place of Performance -- Ammunition and Explosives (DEC 91). This clause applies only if DFARS 252.223-7002 applies.

252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)

252.225-7002 Qualifying Country Sources (DEC 91)

252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)

252.225-7012 Preference for Certain Domestic Commodities (SEP 97)

252.225-7014 Alternate I (MAR 98). This clause applies only if the product contains specialty metal(s).

252.225-7025 Restriction on Acquisition of Forgings (JUN 97)

252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7030 Technical Data - Withholding of Payment (OCT 88). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.

252.227-7036 Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 95). This clause applies only if the delivery of data is required by this contract.

252.228-7001 Ground and Flight Risk (SEP 96)

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)

252.231-7000 Supplemental Cost Principles (DEC 91)

252.232-7004 DoD Progress Payment Rates (FEB 96)

252.235-7003 Frequency Authorization (DEC 91). This clause applies only if this contract involves developing, producing, testing, or operating a device requiring radio frequency authorization.

252.246-7001 Warranty of Data (DEC 91). 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.

252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c), "two weeks" is changed to 10 days.

**3. NASA Contracts. Not Applicable.**

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

**A. SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on a Government installation, Seller shall (a) conform to the specific safety requirements contained in the Contract, and (b) for those related activities not directly addressed by this Contract, conform to the applicable safety rules prescribed by the Government installation, and (c) take such additional precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof. Buyer may, by written order, direct additional safety and accident standards as may be required under Buyer's Government contract and any adjustments resulting from such direction will be in accordance with the provisions of this Contract entitled "Changes."

**B. FOREIGN MILITARY SALES**

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

**C. FOREIGN OBJECT DAMAGE/CONTROL**

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.

**SP 8003**

SUBJECT: Contract Flowdowns. UK Apache.

**SPECIAL PROVISION TEXT:**

Reserved for future use.

**SP 8004**

SUBJECT: Contract Flowdowns. Contract: N00019-96-C-0065.

**SPECIAL PROVISION TEXT:**

The following Special Provisions are incorporated into this contract: SP 8025 (05/02), SP 8036 (05/02). If this contract contains SP 8000 (05/02) it is superseded by SP 8004 (05/02).

The following FAR and DFAR clauses are applicable to this contract.

**FAR CLAUSES**

- |           |   |
|-----------|---|
| 52.203-6  | Restrictions on Subcontractor Sales to the Government (JUL 95) This clause applies only if the contract exceeds \$100,000.  |
| 52.203-7  | Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.   |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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 (JUN 97). This clause applies only if this contract exceeds \$100,000. Subparagraph (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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000. This clause applies only if access to classified material is required.
- 52.208-8 Helium Requirement Forecast and Required Sources for Helium (JUN 97). This clause applies only if helium is required.
- 52.211-5 Material Requirements (OCT 97). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90) This clause applies only if a priority rating is noted in this contract.
- 52.215-10 Price Reduction For Defective Cost Or Pricing Data (OCT 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required. In subdivision (3) of paragraph (a), insert "of this contract" after "price or cost".
- 52.215-11 Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 97). This clause applies only if original order was competitive, and Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "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".
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97). This clause applies only if this contract exceeds \$500,000. The certificate required by paragraph (b) is that set forth in FAR 15.804-4, substituting Buyer's name for "Contracting Officer".
- 52.215-13 Subcontract Cost Or Pricing Data--Modifications (OCT 97). This clause applies only if original order was competitive and the certificate required by paragraph (b) is that set forth in FAR 15.804-4, substituting Buyer's name for "Contracting Officer". This clause applies only if this contract exceeds \$500,000.
- 52.215-14 Integrity of Unit Prices (OCT 96) [excluding paragraph (b)]. This clause applies only if this contract exceeds \$100,000 or is not for 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 Termination Of Defined Benefit Pension Plans (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB) (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Sellers cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)

- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 97). "Contracting Officer" shall mean Buyer in paragraph (a). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in paragraph (a). ). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.215-2 Audit and Records-Negotiation (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold 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.
- 52.216-10 Incentive Fee (MAR 97). "Contracting Officer" and "Government" shall mean Buyer. This clause applies only if this is a cost-plus-incentive-fee contract.
- 52.216-7 Allowable Cost and Payment (APR 98). "Contracting Officer" and "Government" shall mean Buyer, and "Disputes Clause" shall mean the Disputes Article of this contract. This clause applies only if this is a cost reimbursement contract.
- 52.216-8 Fixed Fee (MAR 97). "Contracting Officer and "Government" shall mean Buyer. This clause applies only if this is a cost-plus-fixed-fee contract.
- 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JAN 99)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-2 Payments for Overtime Premiums (JUL 90)
- 52.222-20 Walsh-Healy Public Contracts Act (APR 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-26 Equal Opportunity (APR 84) [subparagraphs (b)(1) through (11)]
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.223-11 Ozone-Depleting Substances (JUN 96)
- 52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
- 52.223-7 Notice of Radioactive Materials (JAN 97). The period for giving notice is 60 days.
- 52.225-10 Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates."
- 52.225-11 Restrictions on Certain Foreign Purchases (AUG 98)
- 52.227-1 Authorization and Consent (JUL 95)



- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84). This clause applies only if this contract will involve access to classified information.
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental, or research work.
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (OCT 88). This clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the subcontractor, and (3) this contract is for services to be performed in whole or in part in the State of New Mexico.
- 52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
- 52.230-6 Administration of Cost Accounting Standards (APR 96). Add "Buyer and the" before "Contracting Officer" in paragraph (e). This clause applies only if FAR 52.230-2 or -3 is contained in the prime contract.
- 52.232-20 Limitation of Cost (APR 84)
- 52.242-15 Stop Work Order (AUG 89). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The Termination for Convenience of the Government clause refers to the Termination clause of this contract. "Contracting Officer" and "Government" shall mean Buyer.
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 98)
- 52.245-2 Government Property, Fixed Price Contracts (DEC 89). "Government" shall mean Government throughout except "Government or Buyer" the first time it appears in paragraph (f). This clause must be included if this contract requires the use of Government property.
- 52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change "30 days" to "45 days" in paragraphs (b) and (c). Where STE may be fabricated or acquired.
- 52.246-23 Limitation of Liability (FEB 97)
- 52.246-24 Limitation of Liability, High Value Items (FEB 97). This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer.
- 52.246-25 Limitation of Liability - Services (FEB 97)
- DFAR CLAUSES**
- 252.203-7001 Special Prohibition on Employment (JUN 97) [excluding paragraph (g)]. This clause applies only if this contract exceeds the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation and is not for commercial items or components.
- 252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to release through Buyer.
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91). This clause applies only if an item being purchased contains precious metals.

- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.
- 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.
- 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives.
- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)
- 252.225-7002 Qualifying Country Sources (DEC 91)
- 252.225-7009 Duty-Free Entry-Qualifying Country End Products (MAR 98)
- 252.225-7014 Alternate I (MAR 98). This clause applies only if the product contains specialty metal(s). Include 252.225-7014 when Alternate I is included in the prime contract.
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 91). This clause applies only if hand or measuring tools will be delivered.
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (FEB 98). This clause applies only if an item contains a ball or roller bearing.
- 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (JUN 97). "Contracting Officer" shall mean Buyer. This clause applies only if the product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).
- 252.225-7025 Restriction on Acquisition of Forgings (JUN 97)
- 252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs),
- 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for noncommercial items under this contract.
- 252.227-7014 Rights in Noncommercial Software and Noncommercial Software Documentation (JUN 95). 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 95)
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 95). This clause applies only if computer software may be originated, developed, or delivered under this contract.
- 252.227-7026 Deferred Delivery of Technical Data (APR 88). 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 88). 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 (OCT 88). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.
- 252.227-7036 Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.
- 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 95). This clause applies only if the delivery of data is required by this contract.

- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (DEC 91). This clause applies only if this contract requires securing telecommunications.
- 252.242-7005 Cost/Schedule Status Report (MAR 98). This clause applies only if this contract is more than 12 months in duration and is other than firm-fixed-price.
- 252.245-7001 Reports of Government Property (MAY 94). Seller will provide information that Buyer may require to complete Buyer's annual report.
- 252.247-7023 Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the simplified acquisition threshold in FAR Part 13. In paragraph (c), "45 days" is changed to 60 days. Include 252.247-7024 if 252.247-7023 is in the prime contract.
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c), "two weeks" is changed to 10 days.
- 252.251-7000 Ordering from Government Supply Sources (MAY 95). This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract. Contracting Officer approval required.

## **SP 8005 (11/00)**

SUBJECT: Contract Flowdowns. Longbow Multiyear II DAAH23-00-C-0001, Singapore DAAH23-99-C-0111, and other Prime Contracts as needed.

### **SPECIAL PROVISION TEXT:**

- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 97). This clause applies only if this contract exceeds 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 (JUN 97). 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 Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. "Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95). This clause applies only if the contract exceeds \$100,000.
- 52.203-7 Anti-Kickback Procedures (JUL 95). [(excluding subparagraph (c)(1))]. This clause applies only if this contract exceeds \$100,000. 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.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

- 52.204-2 Security Requirements (AUG 96). This clause applies only if this contract requires access to classified information. "Changes clause" means the changes clause of this contract. "Government" shall mean Buyer or the Government.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90).
- 52.211-5 Material Requirements (AUG 00). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.215-10 Price Reduction For Defective Cost Or Pricing Data (OCT 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing is required. In subdivision (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."
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97). The certificate required by paragraph (b) is that set forth in FAR 15.403-4, substituting Buyer's name for "Contracting Officer." This clause applies only if this contract exceeds \$500,000.
- 52.215-14 Integrity of Unit Prices (OCT 97) (excluding paragraph (b)). This clause applies only if this contract exceeds the FAR simplified acquisition threshold or is not for 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 (Dec 98). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion or Adjustment of Plans for Post retirement Benefits (PRB) Other Than Pensions (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)
- 52.215-2 Audit and Records-Negotiation (JUN 99). This clause applies only if this contract exceeds the FAR simplified acquisition threshold 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 (OCT 99). This clause is applicable if this contract exceeds the FAR simplified acquisition threshold.
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-20 Walsh-Healey Public Contracts Act (DEC 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-26 Equal Opportunity (FEB 99). [subparagraphs (b)(1) through (11)].

- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99). This clause applies only if this contract is for \$10,000 or more.
- 52.223-11 Ozone-Depleting Substances (JUN 96).
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97). This clause applies only if hazardous material will be delivered.
- 52.223-7 Notice of Radioactive Materials (JAN 97), In paragraph (a), insert "sixty (60)" before "days."
- 52.227-1 Authorization and Consent (JUL 95).
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental or research work.
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
- 52.228-5 Insurance - Work on Government Installation (JAN 97). This clause applies only if this contract exceeds the FAR simplified acquisition threshold and applies only if work is to be done on a Government installation.
- 52.230-2 Cost Accounting Standards (APR 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
- 52.230-6 Administration of Cost Accounting Standards (NOV 99). This clause applies only if FAR 52.230-2 or -3 is contained in the prime contract. Add "Buyer and the" before "Contracting Officer" in paragraph (e).
- 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (MAY 99)
- 52.233-1 Disputes (DEC 98)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 94)
- 52.244-5 Competition in Subcontracting (DEC 96).
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 98).
- 52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.
- 52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by the Seller. Change "30 days" to "45 days" in paragraphs (b) and (c).
- 52.245-2 Government Property (Fixed Price Contracts) (DEC 89). "Government" shall mean "Government or Buyer" throughout except the first time it appears in paragraph (f).
- 52.246-23 Limitation of Liability. (FEB 97). Applies if this contract exceeds \$100,000.

- 52.246-24 Limitation of Liability, High Value Items (FEB 97). Price negotiated (??). "Government's" means "Government's" or "Buyer's" in paragraph (e) and applies if this contract exceeds the FAR simplified acquisition threshold.
- 52.246-25 Limitation of Liability - Services. (FEB 97).
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97). This clause applies only if this contract may involve international air transportation.
- 52.248-1 Value Engineering (FEB 00) [excluding paragraph (f)]. This clause applies if this contract is for \$100,000 or more. This clause applies if identified as applicable and share percentages are stated elsewhere in this order. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or 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.

**DFARS CLAUSE CLAUSE DESCRIPTION**

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 99) [excluding paragraph (g)]. This clause applies only if this contract exceeds the FAR simplified acquisition threshold. "Contractor" is 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.
- 252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to re-release through Buyer.
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INF) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR simplified acquisition threshold.
- 252.211-7000 Acquisition Streamlining (DEC 91). This clause applies only if this contract is for \$1 million or more.
- 252.211-7005 Substitutions for Military or Federal Specifications and Standards (MAR 99).
- 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000 and when FAR 52.215-23, -24, or -25 is applicable
- 252.217-7027 Contract Definitization (OCT 98)
- 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (e), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Government or Buyer in paragraphs (c)(3), (c)(4),(c)(5), (e)(1)(ii), (f)(1), (f)(2), and the second time it appears in (g)(1)(i). "Contracting Officer" shall mean Contracting Officer and Buyer in paragraphs (d)(1), (d)(3), and (g)(4). "Contracting Office" shall mean Contracting Officer or Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and (d)(2).
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives (DEC 91). This clause applies only if DFARS 252.223-7002 applies.
- 252.225-7001 Buy American Act And Balance of Payments Program (MAR 98).

- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91). This clause applies only if DFARS 252.225-7001 is applicable.
- 252.225-7009 Duty-Free Entry-Qualifying Country Supplies (End Products and Components) (AUG 00). Seller shall request needed information from Buyer.
- 252.225-7010 Duty-Free Entry-Additional Provisions (AUG 00). This clause applies only if FAR 52.225-10 is applicable. Seller shall request needed information from Buyer.
- 252.225-7012 Preference for Certain Domestic Commodities. (MAY 99). This clause applies only if this contract exceeds the FAR simplified acquisition threshold.
- 252.225-7014 Preference for Domestic Specialty Metals (MAR 98). This clause applies only if the goods contain specialty metal(s).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (AUG 98). This clause applies only if an item contains a ball or roller bearing.
- 252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if the contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- 252.225-7032 Waiver of United Kingdom Levies (OCT 92). This clause applies only if this contract is for \$1 million and is with a United Kingdom firm, or if a lower tier subcontract over \$1 million with a United Kingdom firm is anticipated.
- 252.227-7013 Rights in Technical Data-Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for non-commercial items under this contract.
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95). This clause applies only if the delivery of non-commercial computer software or non-commercial computer documentation may be originated, developed, or delivered under this contract.
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95). This clause applies only if DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items; or, DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, applies.
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 95). This clause applies only if DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items; or, DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, applies.
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 88). 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 00). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.
- 252.227-7036 Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 99). This clause applies only if DFARS 252.227-7013, Rights in Technical data-Noncommercial Items, applies.

- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91).
- 252.231-7000 Supplemental Cost Principles (DEC 91).
- 252.235-7003 Frequency Authorization (DEC 91). This clause applies only if this contract involves developing, producing, testing, or operating a device requiring radio frequency authorization.
- 252.243-7001 Pricing of Contract Modifications (DEC 91). "Contract" is not changed in the term "contract cost principles."
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 00)
- 252.245-7001 Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.
- 252.247-7023 Transportation of Supplies by Sea (MAR 00). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. In the first sentence of paragraph (d), "45 days" is changed to "60 days." In paragraph (e), "30 days" is changed to "20 days."
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 00). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer.
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c) "two weeks" is changed to "10 days."
- 252-225-7008 Supplies to be Accorded Duty Free Entry (MAR 98).

**SP 8005 (05/02) Supersedes SP 8005 (11/00)**

SUBJECT: Contract Flowdowns. Longbow Multiyear II and Singapore DAAH23-99-C-0111, Egypt DAAH23-01-C-0195.

OCCASION FOR USE: Longbow Multiyear II and Singapore DAAH23-99-C-0111, Egypt DAAH23-01-C-0195.

**SPECIAL PROVISION TEXT:**

The following Special Provisions are incorporated into this contract: SP 8025 (05/02), SP 8036 (05/02). If this contract contains SP 8000 (05/02) it is superseded by SP 8005 (05/02).

The following FAR and DFAR clauses are applicable to this contract.

**FAR CLAUSES**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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.
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 97)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 97). This clause applies only if this contract exceeds \$100,000. Subparagraph (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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000.
- 52.204-4 Economic Purchase Quantity - Supplies (AUG 97)
- 52.204-4000 Signature Authority USAAMCOM. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.209-4005 Sources for Eligible Award USAAMCOM. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.209-4009 Financial and Tech. Ability USAAMCOM. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.211-5 Material Requirements (OCT 97). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90)
- 52.211-4000 Notice of Offerors USAAMCOM. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.211-4009 Special Notice to Contractors USAAMCOM. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.212-2 Evaluation - Commercial Items (JAN 99)
- 52.212-4002 Accelerated Delivery. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.215-2 Audit and Records-Negotiation (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold 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.
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Dec 01)
- 52.215-10 Price Reduction For Defective Cost Or Pricing Data (OCT 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required. In subdivision (3) of paragraph (a), insert "of this contract" after "price or cost". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". In subparagraphs (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".
- 52.215-11 Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 97). This clause applies only if original order was competitive, and Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "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".

- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-13 Subcontract Cost Or Pricing Data--Modifications (OCT 97)
- 52.215-14 Integrity of Unit Prices (OCT 96) [excluding paragraph (b)]. This clause applies only if this contract exceeds \$100,000 or is not for 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 Termination Of Defined Benefit Pension Plans (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB) (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 97). "Contracting Officer" shall mean Buyer in paragraph (a). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in paragraph (a). ). (This FAR clause added to SP 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.215-42 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (JAN 97)
- 52.215-43 Audit Commercial Items (OCT 95)
- 52.215-4001 Pricing Information USAAMCOM. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.215-4003 Cost of Money USAAMCOM. (This clause is canceled in subcontracts effective 02/16/00.)
- 52.219-8 Utilization of Small Business Concerns (OCT 00)
- 52.219.9 Small Business Subcontracting Plan (Oct 01)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-20 Walsh-Healy Public Contracts Act (DEC 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-21 Prohibition of segregated facilities (Feb 99)
- 52.222-26 Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)]
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.

- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99) This clause applies only if this contract is for \$10,000 or more.
- 52.223-1 Clean Air and Water Certification (APR 84)
- 52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97). This clause applies only if hazardous material will be delivered.
- 52.223-7 Notice of Radioactive Materials (JAN 97). The period for giving notice is 60 days.
- 52.223-11 Ozone-Depleting Substances (JUN 96.) This FAR clause added to SP 8005 on 9/19/00 and is effective for subcontracts issued after September 30, 2000.
- 52.225-8 Duty-Free Entry (FEB 00). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates."
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 00)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
- 52.227-6 Royalty Information (APR 84)
- 52.227-9 Refund of Royalties (APR 84)
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84). This clause applies only if this contract will involve access to classified information.
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental, or research work.
- 52.227-13 Patent Rights - Acquisition by the Government (JAN 97). This clause applies only if this contract is for experimental, developmental, or research work and Seller is other than a Small Business Firm or non-profit organization.
- 52.227-14 Rights in Data - General (JUN 87)
- 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (JAN 97).
- 52.228-5 Insurance--Work on Government Installation (JAN 97). Seller shall provide and maintain insurance as set forth in this contract.
- 52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 98)
- 52.230-4 Consistency in Cost Accounting Practices (AUG 92)
- 52.230-5 Cost Accounting Standards - Educational Institutions (APR 98). This clause applies only if this contract is with an educational institution.

52.230-6 Administration of Cost Accounting Standards (APR 96). Add "Buyer and the" before "Contracting Officer" in paragraph (e).

52.232-16 Progress Payments (JUL 91)

52.232-17 Interest (JUN 96)

52.232-20 Limitation of Cost (APR 84)

52.232-32 Performance-Based Payments (MAY 97)

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (FEB 97)

52.234-1 Industrial Resources Developed Under Defense Production Act Title III. (DEC 94).

52.242-4 Certification of Final Indirect Costs (JAN 97).

52.242-15 Stop Work Order (AUG 89). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The Termination for Convenience of the Government clause refers to the Termination clause of this contract. "Contracting Officer" and "Government" shall mean Buyer.

52.242-16 Stop Work Order - Facilities (AUG 88)

52.242-4000 Offerors Payment Address USA AMSCOM. (This clause is canceled in subcontracts effective 02/16/00.)

52.242-4001 Preparation and Distribution USA AMSCOM. (This clause is canceled in subcontracts effective 02/16/00.)

52.243-1 Changes – Fixed Price (AUG 87)

52.244-5 Competition in Subcontracting (DEC 96)

52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 98). **Singapore (DAAH23-99-C-0111) and MY II (DAAH23-00-C-0001).**

52.244-6 Subcontracts for Commercial Items and Commercial Components (May 01) **Egypt (DAAH23-01-C-0195)**

52.245-2 Government Property (Fixed Price Contracts) (DEC 89).

52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by Seller.

52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change "30 days" to "45 days" in paragraphs (b) and (c).

52.245-4003 Procedure to Be Followed USA AMSCOM. (This clause is canceled in subcontracts effective 02/16/00.)

52.245-4004 Rent Free Use USA AMSCOM. (This clause is canceled in subcontracts effective 02/16/00.)

52.245-4006 DoD Activity Code USA AMSCOM. (This clause is canceled in subcontracts effective 02/16/00.)

52.246-4 Inspection of Services-Fixed Price (AUG 96)

52.247-63 Preference for U.S. Flag Air Carries (JAN 97). This clause applies only if this contract may involve international air transportation.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 00).

52.248-1 Value Engineering (FEB 00) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or 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.

## DFARS

## DFAR CLAUSE

252.201-7000 Contracting Officer Rep. (DEC 91)

252.203-7001 Special Prohibition on Employment (JUN 97) [excluding paragraph (g)]. This clause applies only if this contract exceeds the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation and is not for commercial items or components.

252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to release through Buyer.

252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.

252.211-7000 Acquisition Streamlining (DEC 91). This clause applies only if this contract exceeds \$1,000,000.

252.211-7005 Substitutions for Military or Federal Specifications and Standards (AUG 97)

252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.

252.215-7002 Cost Estimating System Requirements (JUL 97)

252.217-7027 Contract Definitization (OCT 98)

252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives.

252.223-7003 Change in Place of Performance -- Ammunition and Explosives (DEC 91). This clause applies only if DFARS 252.223-7002 applies.

252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)

252.225-7002 Qualifying Country Sources (DEC 91)

252.225-7009 Duty-Free Entry-Qualifying Country End Products (MAR 98)

252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)

252.225-7012 Preference for Certain Domestic Commodities (SEP 97)

252.225-7014 Preference for Domestic Specialty Metals, Alt 1 (MAR 98)

252.225-7025 Restriction on Acquisition of Forgings (JUN 97)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (AUG 98) **Singapore (DAAH23-99-C-0111), MYII (DAAH23-00-C-0001).**

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 00) **Egypt (DAAH23-01-C-0195)**

252.225-7025 Restriction on Acquisition of Forgings (JUN 97)

252.225-7026 Reporting of Contract Performance Outside the United States (JUN 00). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs),

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 88)

252.225-7032 Waiver of United Kingdom Levies (OCT 92). This clause applies only if this contract exceeds \$1,000,000.

252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Software and Noncommercial Software Documentation (JUN 95). 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 95)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 95)

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 95). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 95)

252.227-7030 Technical Data - Withholding of Payment (MAR 00). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.

252.227-7036 Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 99). This clause applies only if the delivery of data is required by this contract.

252.228-7001 Ground and Flight Risk (SEP 96)

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)

252.231-7000 Supplemental Cost Principles (DEC 91)

252.232-7004 DoD Progress Payment Rates (FEB 96)

252.235-7003 Frequency Authorization (DEC 91). This clause applies only if this contract involves developing, producing, testing, or operating a device requiring radio frequency authorization.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 00)

252.245-7001 Report of Government Property (MAY 94)

252.246-7001 Warranty of Data (DEC 91). 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.

252.247-7023 Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the simplified acquisition threshold in FAR Part 13. In paragraph (c), "45 days" is changed to 60 days.

252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.

252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c), "two weeks" is changed to 10 days.

SUBJECT: Contract Flowdowns. DAAH23-98-G-0049.

OCCASION FOR USE: AH-64 Support.

**SPECIAL PROVISION TEXT:**

If this contract contains SP 8000 (05/02) it is superseded by SP 8006 (05/02).

The following FAR and DFAR clauses are applicable to this contract.

**FAR CLAUSES**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [(excluding subparagraph (c)(1))]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 97). This clause applies only if this contract exceeds 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.
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91). This clause applies only if this contract exceeds \$100,000.
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 97). 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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000.
- 52.207-4 Economic Purchase Quantity-Supplies (AUG 97)
- 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 86)
- 52.209-6 Protecting the Governments Interests, Debarment (JUL 95)
- 52.211-5 Material Requirements (OCT 97). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-14 Notice of Priority Rating (SEP 90)
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90)
- 52.215-2 Audit and Records-Negotiation (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold 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.
- 52.215-7 Annual Representations and Certifications-Negotiation (OCT 97)
- 52.215-8 Order of Precedence (OCT 97)
- 52.215-10 Price Reduction For Defective Cost Or Pricing Data (OCT 97). In subdivision (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 paragraph (c)(2)(i)(A), delete "to the Contracting Officer". In paragraph (C)(2)(ii)(B), "Government" shall mean "Government or Buyer". (This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required.
- 52.215-11 Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 97). This clause applies only if original order was competitive, and Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "Contracting

- Officer:" shall mean "Contracting Officer or Buyer". In paragraph (d)(2)(i)(A), delete "to the Contracting Officer". In paragraph (d)(2)(ii)(B), "Government" means "Government or Buyer". In paragraph (e), "United States" shall mean "United States or Buyer".
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-13 Subcontract Cost Or Pricing Data--Modifications (OCT 97)
- 52.215-14 Integrity of Unit Prices (OCT 97) (excluding subparagraph (b). This clause applies only if this contract exceeds \$100,000 or is not for 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 Adjustment and Asset Revision (Dec 98). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 97). "Contracting Officer" shall mean Buyer in paragraph (a). (This FAR clause added to SP on 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in paragraph (a). ). (This FAR clause added to SP on 02/16/00 and is applicable to contracts issued after 02/16/00.)
- 52.216-2 Economic Price Adjustment-Standard Supplies (JAN 97)
- 52.216-7 Allowable Cost and Payment (APR 98). "Contracting Officer" and "Government" shall mean Buyer, and "Disputes Clause" shall mean the Disputes Article of this contract.
- 52.216-8 Fixed Fee (MAR 97). "Contracting Officer and "Government" shall mean Buyer.
- 52.216-10 Incentive Fee (MAR 97). "Contracting Officer" and "Government" shall mean Buyer.
- 52.219-8 Utilization of Small Business Concerns (JAN 99)
- 52.219-9 Small Business Subcontracting Plan (JAN 99). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- 52.219-9 Alt. I (JAN 99)
- 52.219-4000 Submission of Subcontracting Plan (USAAMCOM) (OCT 97)
- 52.222-2 Payments for Overtime Premiums (JUL 90)
- 52.222-20 Walsh-Healy Public Contracts Act (Dec 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-22 Previous Contracts and Compliance Reports (APR 84).
- 52.222-26 Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)]
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98) This clause applies only if this contract is for \$10,000 or more.
- 52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
- 52.223-5 Pollution Prevention and Right-to-Know Information (APR 98)
- 52.225-10 Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates."



52.225-11 Restrictions on Certain Foreign Purchases (AUG 98)

52.227-1 Alternate I (APR 84)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.

52.227-6 Royalty Information (APR 84)

52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84). This clause applies only if this contract will involve access to classified information.

52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental or research work.

52.228-5 Insurance--Work on Government Installation (JAN 97). Seller shall provide and maintain insurance as set forth in this contract.

52.229-5 Taxes, Contract Performed in U.S. Possessions or Puerto Rico (APR 84)

52.230-1 Cost Accounting Standards, Notices and Certification (APR 98)

52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)].

52.230-6 Administration of Cost Accounting Standards (APR 96). Add "Buyer and the" before "Contracting Officer" in paragraph (e).

52.232-16 Progress Payments (JUL 91)

52.232-20 Limitation of Cost (APR 84)

52.233-1 Disputes (OCT 98)

52.233-3 Protest After Award (AUG 96)

52.242-13 Bankruptcy (JUL 95)

52.242-15 Stop Work Order (AUG 89). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The Termination for Convenience of the Government clause refers to the Termination clause of this contract. "Contracting Officer" and "Government" shall mean Buyer.

52.242-15 Stop Work Order (AUG 89). ALT 1

52.243-1 Changes – Fixed Price (AUG 87)

52.243-1 Alt I

52.243-1 Alt II

52.243-2 Changes-Cost-Reimbursement (AUG 87)

52.243-2 ALT I.

52.243-2 ALT II.

52.243-2 ALT. V.

52.243-3 Changes-Time-and-Materials or Labor-Hours (AUG 87)

52.243-7 Notification of Changes (APR 84)

52.244-5 Competition in Subcontracting (DEC 96)

52.245-2 Government Property, Fixed Price Contracts (DEC 89). "Government" shall mean Government throughout except "Government or Buyer" the first time it appears in paragraph (f).

52.245-2 Alternate I (APR 84)

52.245-5 Government Property (Cost Reimbursement, Time-and Material, or Labor Hour Contracts) (JAN 86)

52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by Seller.

52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change "30 days" to "45 days" in paragraph (b) and (c).

52.246-2 Inspection of Supplies--Fixed-Price (AUG 96)

52.246-3 Inspection of Supplies-Cost-Reimbursement (APR 84)

52.246-4 Inspection of Services-Fixed Price (AUG 96)

52.246-5 Inspection of Services-Cost-Reimbursement (APR 84)

52.246-6 Inspection-Time-and-Material and Labor-Hour (JAN 86)

52.246-7 Inspection of Research and Development-Fixed Price (AUG 96)

52.246-8 Inspection of Research and Development-Cost-Reimbursement (APR 84)

- 52.246-9 Inspection of Research and Development (Short Form) (APR 84)
- 52.246-11 Higher-Level Contract Quality Requirement (FEB 99)
- 52.246-15 Certificate of Conformance (APR 84)
- 52.246-16 Responsibility of Supplies (APR 84)
- 52.246-23 Limitation of Liability (FEB 97)
- 52.246-24 Limitation of Liability, High Value Items (FEB 97). This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer.
- 52.246-25 Limitation of Liability - Services (FEB 97)
- 52.247-1 Commercial Bill of Lading Notations (APR 84)
- 52.247-29 F.O.B. Origin (JUN 88)
- 52.248-1 Value Engineering (MAR 89) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or 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.
- 52.249-2 Termination for Convenience of the Government – Fixed Price (SEP 96)
- 52.249-6 Termination (Cost Reimbursement) (SEP 96)
- 52.249-6 ALT. IV.
- 52.249-8 Default (Fixed-Price Supply And Service) (APR 84)
- 52.253-1 Computer Generated Forms (JAN 91)

#### **DFARS CLAUSES**

- 252.201-7000 Contracting Officers Representative.
- 252.203-7001 Special Prohibition on Employment (JUN 97). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold 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 91). Seller will submit requests for authorization to release through Buyer.
- 252.204-7001 Commercial and Government Entity (CAGE) Code Reporting (DEC 91)
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INF) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.
- 252.211-7001 Availability of Specifications and Standards Not Listed in DoDISS, Data Item Descriptions, Not Listed in DoD 5010.12L, and Plans, Drawings, and Other Pertinent Documents (DEC 91)
- 252.211-7005 Substitutions for Military or Federal Specifications and Standards (AUG 97)
- 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.
- 252.215-7002 Cost Estimating System Requirements (OCT 98)
- 252.217-7027 Contract Definitization (OCT 98)
- 252.219-7003 Small, Small Disadvantaged And Women-Owned Business Subcontracting Plan (DoD Contracts) (APR 96)
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan (Test Program)(JUN 97)
- 252.225-7000 Buy American Act – Balance of Payments Programs Certificates (DEC 91)
- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)

- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91)
- 252.225-7003 Information for Duty-Free Entry Evaluation (MAR 98)
- 252-225-7008 Supplies to be Accorded Duty-Free Entry (MAR 98)
- 252.225-7009 Duty-Free Entry-Qualifying Country Supplies (End Products and Components) (MAR 98)
- 252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)
- 252.225-7012 Preference for Certain Domestic Commodities (JAN 99)
- 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) This clause applies only if the product contains specialty metal(s).
- 252.225-7014 Alternate I (MAR 98). This clause applies only if the product contains specialty metal(s).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (FEB 98). This clause applies only if an item contains a ball or roller bearing.
- 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for noncommercial items under this contract.
- 252.227-7013 Alt I (JUN 95)
- 252.227-7030 Technical Data - Withholding of Payment (OCT 88). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.
- 252.227-7036 Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.
- 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 95). This clause applies only if the delivery of data is required by this contract.
- 252.228-7001 Ground and Flight Risk (SEP 96)
- 252.228-7002 Aircraft Flight Risk (SEP 96)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.232-7004 DoD Progress Payment Rates (FEB 96)
- 252.242-7000 Postaward Conference (DEC 91)
- 252-242-7003 Application for U.S. Government Shipping Documentation/Instructions (DEC 91)
- 252.243-7001 Pricing of Contract Modifications (DEC 91)
- 252.246-7000 Material Inspection and Receiving Report (DEC 91)
- 252.247-7022 Representation of Extent of Transportation by Sea (AUG 92)
- 252.247-7023 Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the simplified acquisition threshold in FAR Part 13. In paragraph (c), "45 days" is changed to 60 days.
- 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c), "two weeks" is changed to 10 days.

## **SP 8007 (02/00)**

SUBJECT: Contract Flowdowns. DAAH23-00-D-0020.

OCCASION FOR USE: AH-64 Support.

### **SPECIAL PROVISION TEXT:**

If this contract contains SP 8000 (05/02) it is superseded by SP 8007 (02/00).

The following FAR and DFAR clauses are applicable to this contract.

### **FAR CLAUSES**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [(excluding subparagraph (c)(1))]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its

- subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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 (JUN 97). 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."
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90)
- 52.215-2 Audit and Records-Negotiation (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold 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 97). In subdivision (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 paragraph (c)(2)(i)(A), delete "to the Contracting Officer". In paragraph (C)(2)(ii)(B), "Government" shall mean "Government or Buyer". (This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required.)
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-14 Integrity of Unit Prices (OCT 97) (excluding subparagraph (b)). This clause applies only if this contract exceeds \$100,000 or is not for 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 Adjustment and Asset Revision (Dec 98). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Sellers cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in subparagraph (a).
- 52.219-8 Utilization of Small Business Concerns (JAN 99)
- 52.219-9 Small Business Subcontracting Plan (JAN 99). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- 52.219-9 Alt. II (JAN 99)

52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.

52.222-20 Walsh-Healy Public Contracts Act (Dec 96). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (FEB 99)

52.222-26 Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)]

52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.

52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.

52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98) This clause applies only if this contract is for \$10,000 or more.

52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.

52.223-11 Ozone-Depleting Substances (JUN 96)

52.225-10 Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates."

52.225-11 Restrictions on Certain Foreign Purchases (AUG 98)

52.227-1 Authorization and Consent (JUL 95)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.

52.227-3 Patent Indemnity (APR 84)

52.227-4 Patent Indemnity-Construction Contracts (APR 84)

52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)].

52.230-3 Disclosure & Consistency of Cost Accounting Practices (APR 98) [excluding paragraph (b)]. In paragraph (c), "Government" shall mean Government.

52.230-6 Administration of Cost Accounting Standards (APR 96). Add "Buyer and the" before "Contracting Officer" in paragraph (e).

52.232-16 Progress Payments (JUL 91)

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 94)

52.244-5 Competition in Subcontracting (DEC 96)

52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 98)

52.246-2 Inspection of Supplies--Fixed-Price (AUG 96)

52.246-11 Higher-Level Contract Quality Requirement (FEB 99)

52.246-16 Responsibility of Supplies (APR 84)

52.247-29 F.O.B. Origin (JUN 88)

52.247-33 F.O.B. Origin, With Differentials (JUN 88)

52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (APR 84)

52.247-59 F.O.B. Origin-Carload and Truckload Shipments (APR 84)

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 97). This clause applies only if this contract exceeds the small purchase limitation. Except in paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

52.247-65 FOB Origin, Prepaid Freight-Small Package Shipments (JAN 91)

52.248-1 Value Engineering (MAR 89) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition

savings or 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.

52.252-2 Clauses Incorporated by Reference (FEB 98)

52.252-6 Authorized Deviations in Clauses (APR 84)

## DFARS CLAUSES

- 252.203-7001 Special Prohibition on Employment (JUN 97). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold 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 91). Seller will submit requests for authorization to release through Buyer.
- 252.204-7004 Required Central Contractor Registration (MAR 98)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91). This clause applies only if an item being purchased contains precious metals.
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INF) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.
- 252.211-7005 Substitutions for Military or Federal Specifications and Standards (AUG 97)
- 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.
- 252.215-7002 Cost Estimating System Requirements (OCT 98)
- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)
- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91)
- 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (MAR 98)
- 252.225-7009 Duty-Free Entry--Qualifying Country Supplies (End Products and Components) (MAR 98)
- 252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)
- 252.225-7012 Preference for Certain Domestic Commodities (JAN 99)
- 252.225-7014 Alternate I (MAR 98). This clause applies only if the product contains specialty metal(s).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (FEB 98). This clause applies only if an item contains a ball or roller bearing.
- 252.225-7025 Restriction on Acquisition of Forgings (JUN 97)
- 252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.232-7004 DoD Progress Payment Rates (FEB 96)
- 252.242-7000 Postaward Conference (DEC 91)
- 252.243-7000 Engineering Change Proposals (OCT 98)
- 252.243-7002 Requests for Equitable Adjustment (MAR 98)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (FEB 97)
- 252.247-7023 Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the simplified acquisition threshold in FAR Part 13. In paragraph (c), "45 days" is changed to 60 days.
- 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.
- 252.248-7000 Preparation of Value Engineering Change Proposals (MAY 94)

252-225-7008 Supplies to be Accorded Duty-Free Entry (MAR 98)  
252-242-7003 Application for U.S. Government Shipping Documentation/Instructions (DEC 91)

## **SP 8008 (05/00)**

SUBJECT: Contract Flowdowns. DAAH23-00-C-0124.

OCCASION FOR USE: AH-64 Support.

### **SPECIAL PROVISION TEXT:**

If this contract contains SP 8000 (05/02) it is superseded by SP 8008 (05/00). SP 0147, SP 8012 and SP 8040 are applicable to this contract.

The following FAR and DFAR clauses are applicable to this contract.

### **FAR CLAUSES**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)  
52.203-7 Anti-Kickback Procedures (JUL 95) [(excluding subparagraph (c)(1))]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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 (JUN 97). 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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000.
- 52.209-6 Protecting the Governments Interests, Debarment (JUL 95)  
52.211-5 Material Requirements (OCT 97). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-14 Notice of Priority Rating (SEP 90)  
52.211-15 Defense Priority and Allocation Requirements (SEP 90)  
52.215-2 Audit and Records-Negotiation (JUN 99). This clause applies only if this contract exceeds the simplified acquisition threshold 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 97). In subdivision (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 paragraph (c)(2)(i)(A), delete "to the Contracting Officer". In paragraph (C)(2)(ii)(B), "Government"

- shall mean "Government or Buyer". (This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required.)
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-14 Integrity of Unit Prices (OCT 97) (excluding subparagraph (b). This clause applies only if this contract exceeds \$100,000 or is not for 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 Adjustment and Asset Revision (Dec 98). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Sellers cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 97). "Contracting Officer" shall mean Buyer in paragraph (a).
- 52.215-21 Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data - Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in paragraph (a).
- 52.216-25 Contract Definitization (OCT 97)\
- 52.219-8 Utilization of Small Business Concerns (OCT 99)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-20 Walsh-Healy Public Contracts Act (Dec 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-21 Prohibition of Segregated Facilities (FEB 99)
- 52.222-26 Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)]
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99) This clause applies only if this contract is for \$10,000 or more.
- 52.223-2 Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
- 52-223-3 Hazardous Material Identification and Material Safety Data (JAN 97). This clause only applies if hazardous material is delivered.
- 52-223-7 Notice of Radioactive Materials (JAN 97). The period for giving notice is 60 days.
- 52-223-11 Ozone Depleting Substances (JUN 96)
- 52-225-8 Duty-Free Entry (FEB 00)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 00)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
- 52.227-6 Royalty Information (APR 84)
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97). This clause applies only if Seller is not a small business or non-profit organization and if this contract is for experimental, developmental, or research work.



- 52-227-21 Technical Data Declaration, Revision, and Withholding of Payment – Major Systems (JAN 97)
- 52-229-5 Taxes – Contracts Performed in US Possessions or Puerto Rico (APR 84)
- 52.230-2 Cost Accounting Standards (AUG 98) [excluding paragraph (b)].
- 52.230-3 Disclosure & Consistency of Cost Accounting Practices (APR 98) [excluding paragraph (b)]. In paragraph (c), “Government” shall mean Government.
- 52.230-6 Administration of Cost Accounting Standards (APR 96). Add “Buyer and the” before “Contracting Officer” in paragraph (e).
- 52.232-16 Progress Payments (JUL 91)
- 52-233-1 Disputes (DEC 98)
- 52-233-3 Protest After Award (AUG 96)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 94)
- 52-242-3 Penalties for Unallowable Costs (OCT 95)
- 52-242-4 Certification of Final Indirect Costs (JAN 97)
- 52-242-13 Bankruptcy (JUL 95)
- 52.242-15 Stop Work Order (AUG 89). Change “90 days” and “30 days” to “100 days” and “20 days” respectively. The Termination for Convenience of the Government clause refers to the Termination clause of this contract. “Contracting Officer” and “Government” shall mean Buyer.
- 52-243-1 Changes – Fixed Price (AUG 87)
- 52-243-7 Notification of Changes (APR 84)
- 52.244-2 Subcontracts ALT I. (AUG 98)
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 98)
- 52-245-8 Liability for Facilities (JAN 97)
- 52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by Seller.
- 52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change “30 days” to “45 days” in paragraph (b) and (c).
- 52.247-63 Preference for U.S. Flag Air Carriers (JAN 97). This clause applies only if this contract may involve international air transportation.
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 97). This clause applies only if this contract exceeds the small purchase limitation. Except in paragraph (C)(2) “20” and “30” are changed to 10 and 20 respectively.
- 52.247-65 FOB Origin, Prepaid Freight-Small Package Shipments (JAN 91)
- 52.248-1 Value Engineering (FEB 00) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. “Contracting Officer” shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller’s share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller’s negotiated share of net acquisition savings or 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.
- 52-249-2 Termination for Convenience of the Government (Fixed-Price) (SEP 96)
- 52-249-8 Default (Fixed-Price Supply and Service) (APR 84)
- 52-253-1 Computer Generated Forms (JAN 91)

## DFARS CLAUSES

- 252.203-7001 Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies (MAR 99)
- 252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to release through Buyer.
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INF) Treaty (NOV 95). This clause applies only if this contract

- exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.
- 252.209-7004 Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 98)
  - 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.
  - 252.215-7002 Cost Estimating System Requirements (OCT 98)
  - 252.217-7027 Contract Definitization (OCT 98)
  - 252-219-7003 Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Dod Contracts) (APR 96)
  - 252-219-7004 Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 97)
  - 252-223-7002 Safety Precautions for Ammunition and Explosives (MAY 94)
  - 252-223-7003 Change in Place of Performance – Ammunition and Explosives (DEC 91)
  - 252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)
  - 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91)
  - 252.225-7008 Suppliers to be Accorded Duty-Free Entry (MAR 98)
  - 252.225-7009 Duty-Free Entry-Qualifying Country Supplies (End Products and Components) (MAR 98)
  - 252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)
  - 252.225-7014 Preference For Domestic Specialty Metals (MAR 98) Alternate I (MAR 98)
  - 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (AUG 98). This clause applies only if an item contains a ball or roller bearing.
  - 252.225-7025 Restriction on Acquisition of Forgings (JUN 97)
  - 252.225-7026 Reporting of Contract Performance Outside the United States (MAR 98). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
  - 252-225-7031 Secondary Arab Boycott of Israel (JUN 92)
  - 252-227-7013 Rights in Technical Data – Noncommercial Items (NOV 95)
  - 252-227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 95)
  - 252-227-7030 Technical Data – Withholding of Payment (Oct 88)
  - 252-227-7036 Declaration of Technical Data Conformity (JAN 97)
  - 252-227-7037 Validation of Restrictive Markings on Technical Data (NOV 95)
  - 252-228-7001 Ground and Flight Risk (SEP 96)
  - 252-228-7005 Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles (DEC 91)
  - 252.231-7000 Supplemental Cost Principles (DEC 91)
  - 252-232-7002 Progress Payments for Foreign Military Sales Acquisitions (DEC 91)
  - 252-235-7003 Frequency Authorization (DEC 91)
  - 252-242-7000 Post award Conference (DEC 91)
  - 252-242-7003 Application for U.S. Government Shipping Documentation Instructions (DEC 91)
  - 252-243-7001 Pricing of Contract Modifications (DEC 91)
  - 252.243-7002 Requests for Equitable Adjustment (MAR 98)
  - 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (FEB 97)
  - 252.247-7023 Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the simplified acquisition threshold in FAR Part 13. In paragraph (c), “45 days” is changed to 60 days.
  - 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95). “Contracting Officer” and, in the first sentence of paragraph (a), “Contractor” shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.
  - 252-249-7002 Notification of Proposed Program Termination or Reduction (DEC 96)

**SP 8009 (03/02)**

SUBJECT: Contract Flowdowns. Apache Reliability and Safety Program (DAAH23-01-C-0092)

OCCASION FOR USE: AH-64 Support

**SPECIAL PROVISION TEXT:**

The following Special Provisions are incorporated into this contract: SP 8025 (05/02), SP 8036 (05/02). If this contract contains SP 8000 (05/02) it is superseded by SP 800X.

The following FAR and DFAR clauses are applicable to this contract.

**FAR CLAUSES**

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-7 Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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 97). This clause applies only if this contract exceeds 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.
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 97)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 97). This clause applies only if this contract exceeds \$100,000. Subparagraph (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 96) (excluding any reference to the Changes Clause of this contract). This clause applies only if this contract exceeds \$100,000.
- 52.211-5 Material Requirements (AUG 00). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 90)
- 52.215-2 Audit and Records-Negotiation (JUN 99). This clause applies only if this contract exceeds the simplified acquisition threshold 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 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing data is required. In subdivision (3) of paragraph (a), insert "of this contract" after "price or cost". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". In subparagraphs (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".
- 52.215-12 Subcontractor Cost Or Pricing Data (OCT 97)
- 52.215-15 Termination Of Defined Benefit Pension Plans (DEC 98). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits Other Than Pensions (PRB) (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
- 52.215-19 Notification of Ownership Changes (OCT 97)
- 52.219-8 Utilization of Small Business Concerns (OCT 00)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
- 52.222-20 Walsh-Healy Public Contracts Act (DEC 96). This clause applies only if this contract exceeds \$10,000.
- 52.222-26 Equal Opportunity (FEB 99) [subparagraphs (b)(1) through (11)]
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 98). This clause applies only if this contract is for \$10,000 or more.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 98). This clause applies only if this contract exceeds \$10,000.
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99). This clause applies only if this contract is for \$10,000 or more.
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97). This clause applies only if hazardous material will be delivered.
- 52.223-7 Notice of Radioactive Materials (JAN 97). The period for giving notice is 30 days.
- 52.223-11 Ozone-Depleting Substances (JUN 96.) This FAR clause added to SP 8005 on 9/19/00 and is effective for subcontracts issued after September 30, 2000.

- 52.225-8 Duty-Free Entry (FEB 00). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.
- 52.225-13 Restrictions on Certain Foreign Purchases (JUL 00)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
- 52.228-5 Insurance--Work on Government Installation (JAN 97). Seller shall provide and maintain insurance as set forth in this contract.
- 52.230-2 Cost Accounting Standards (APR 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
- 52.230-6 Administration of Cost Accounting Standards (NOV 99). Add "Buyer and the" before "Contracting Officer" in paragraph (e).
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 94).
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.245-17 Special Tooling (DEC 89). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by Seller.
- 52.245-18 Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by Seller. Change "30 days" to "45 days" in paragraphs (b) and (c).
- 52.247-63 Preference for U.S. Flag Air Carries (JAN 97). This clause applies only if this contract may involve international air transportation.
- 52.248-1 Value Engineering (FEB 00) [excluding paragraph (f)]. This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or 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.

**DFARS**

**DFAR CLAUSE**

- 252.203-7001 Special Prohibition on Employment (MAR 99) [excluding paragraph (g)]. This clause applies only if this contract exceeds the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation and is not for commercial items or components.
- 252.204-7000 Disclosure of Information (DEC 91). Seller will submit requests for authorization to release through Buyer.

- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of Commercial items.
- 252.211-7000 Acquisition Streamlining (DEC 91). This clause applies only if this contract exceeds \$1,000,000.
- 252.211-7005 Substitutions for Military or Federal Specifications and Standards (AUG 00)
- 252.215-7000 Pricing Adjustments (DEC 91). This clause applies only if this contract exceeds \$500,000.
- 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives.
- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 98)
- 252.225-7002 Qualifying Country Sources (DEC 91)
- 252.225-7008 Supplies to be Accorded Duty Free Entry (MAR 98).
- 252.225-7009 Duty-Free Entry-Qualifying Country End Products (AUG 00)
- 252.225-7010 Duty-Free Entry--Additional Provisions (AUG 00)
- 252.225-7012 Preference for Certain Domestic Commodities (AUG 00)
- 252.225-7014 Preference for Domestic Specialty Metals. Alternate I (MAR 98). This clause applies only if the goods contain specialty metals.
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 00). This clause applies only if an items contains a ball or roller bearing.
- 252.225-7026 Reporting of Contract Performance Outside the United States (JUN 00). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs),
- 252.225-7032 Waiver of United Kingdom Levies (OCT 92). This clause applies only if this contract exceeds \$1,000,000.
- 252.227-7015 Technical Data – Commercial Items (NOV 95). This clause applies only if the delivery of data is required for commercial items under this contract.
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 95)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 00).

- 252.245-7001 Reports of Government Property (MAY 94).
- 252.247-7023 Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the simplified acquisition threshold in FAR Part 13. In paragraph (c), "45 days" is changed to 60 days.
- 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.

## **SP 8011**

SUBJECT: Equipment Compliance. Safety and Health Act. Williams-Steiger Act.

### **SPECIAL PROVISION TEXT:**

Seller warrants that the equipment to be supplied under this Purchase Order will at the time of delivery, be in full compliance with the Williams-Steiger Occupational Safety and Health Act of 1970.

## **SP 8012**

SUBJECT: Commissions. Unallowable. FMS. FMS – Sales Commissions – Unallowable. Foreign Military Sales – Unallowable Fee. Unallowable Fees.

### **SPECIAL PROVISION TEXT:**

Notwithstanding any other provision of this Purchase Order, any direct or indirect costs of sales commissions or fees for Seller's representative, involved in foreign military sales, shall be considered as an unallowable item of cost under this Purchase Order.

## **SP 8013 (New) 07/03**

SUBJECT: Contract Flowdowns. Apache Long Term Spares Contracting. DAAH23-03-D-0162

### CUSTOMER CONTRACT REQUIREMENTS

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

### **SPECIAL PROVISION TEXT:**

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
- 52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). 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.
- 52.211-5 New Material (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.
- 52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.
- 52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.
- 52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 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."
- 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 "The Boeing Company or any of its wholly owned subsidiaries."
- 52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000 (as defined in FAR Part 2); 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 (DEC 1998). 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) (OCT 1997). 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).
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997). The term "Contracting Officer" shall mean Buyer.
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (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.
- 52.219-8 Utilization of Small Business Concerns (OCT 2000).
- 52.222-1 Notice to Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean Buyer.
- 52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999).
- 52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (DEC 2001). This clause applies only if this contract exceeds \$10,000.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Viet Nam Era (DEC 2001). This clause applies only if this contract exceeds \$25,000.
- 52.223-11 Ozone Depleting Substances (MAR 2001).
- 52.225-8 Duty-free Entry (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.
- 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000).
- 52.227-1 Authorization and Consent (JUL 1995).
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.
- 52.227-6 Royalty Information (APR 1984). "Contracting Officer" shall mean "Buyer."

- 52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H002 is included in Buyer's contract.
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).
- 52.242-15 Stop Work Order (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items (MAY 2002)
- 52.248-1 Value Engineering (excluding subparagraph (f)) (FEB 2000). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated 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.

2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and/or US Army Aviation & Missile Command clauses all of which apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- 52.209-4009 Statement of Work—First Article Inspection and Test Requirements (USAAMCOM) (JUL 96).
- 52.247-4700 Bar Code Markings (USAAMCOM) (FEB 01).
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.
- 252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.
- 252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.
- 252.215-7000 Pricing Adjustments (DEC 1991). This clause applies only if this contract exceeds \$500,000.
- 252.225-7001 Buy American Act and Balance of Payment Program. (MAR 1998)
- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)
- 252.225-7009 Duty-free Entry — Qualifying Country Supplies (End Products and Components) (AUG 2000).
- 252.225-7010 Duty-free Entry — Additional Provisions (AUG 2000). This clause applies in addition to FAR 52.225-10.

ACO

Ms. Mary Jo Beaver

Activity Address	DCMC Phoenix Two Renaissance Square 40 North Central Ave., Suite 400 Phoenix, AZ 85004-4424
Activity Address Number	S0302A
Prime Contractor	McDonnell Douglas Helicopter Co.
Prime Contractor's Address	5000 E. McDowell Road Bldg. M510/A386 Mesa, AZ 85215-9797
Cage Code	8V613
Prime Contract Number	DAAH23-03-D-0162
Prime Contract Dollar Value	\$31,800,737.00

- 252.225-7012 Preference for Certain Domestic Commodities ( FEB 2003).
- 252.225-7014  
& Alternate I, Preference for Domestic Specialty Metals (MAR 1998).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000). 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 (JUN 1997). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.
- 252.225-7026 Reporting of Contract Performance Outside the United States (JUN 2000). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- 252.231-7000 Supplemental Cost Principles (DEC 1991)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000).
- 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 (c), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000 set forth in FAR Part 2, paragraphs (f) and (g) are excluded.
3. If goods or services being procured under this contract are for commercial items as specifically set forth in the contract, 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 (OCT 2000). 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), the 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)) (APR 2002).
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1998). This clause applies only if this contract exceeds \$10,000.
- 52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$2,500.

- 252.225-7014  
Alternate I, Preference for Domestic Specialty Metals (MAR 1998).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000). This clause applies only if this contract exceeds \$100,000 in FAR Part 13 and are a type of supplies described in paragraph (b)(2) of this clause. In paragraph (c), "45 days" is changed to "60 days". In paragraph (g) "Government" means Buyer.
- 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. The following prime contract special provisions apply to this purchase order:

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

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

## SP 8022

SUBJECT: Small Business Subcontracting Plan.

**SPECIAL PROVISION TEXT:**

If the Seller is not a participant in the DoD Comprehensive Test Program, the Seller will submit semi-annual SF294 "Subcontracting Report for Individual Contracts" available at the following Internet address: <http://www.boeing.com/companyoffices/doingbiz/supplier/sdforms.htm> to the Supplier Diversity Program Office [supplierdiversity@boeing.com](mailto:supplierdiversity@boeing.com), for the periods ending March 31 and September 30, on or before April 30 and October 31, respectively, each year during the period of performance of the PC.

If the Seller is a participant in the DoD Comprehensive Test Program, rather than the preceding requirements, copies of the semi-annual SF295 "Summary Subcontract Report" accessible at the following Internet address: <http://www.boeing.com/companyoffices/doingbiz/supplier/sdforms.htm> shall be e-mailed to the Procurement Agent and also to the A&M Supplier Diversity Program Office: [supplierdiversity@boeing.com](mailto:supplierdiversity@boeing.com), concurrently with the filing of such reports with DoD.

## SP 8025

SUBJECT: Available for Conferences. Conferences.

**SPECIAL PROVISION TEXT:**

During the progress of work called for herein, the Seller shall make available for conference(s) with the Government and/or Buyer, any of its personnel or subcontractor personnel engaged in the performance of the work. The Seller shall ensure that all subcontracts provide the Government and/or Buyer with the right to have, through the Seller, access to all subcontractors and their facilities on a continuing basis for any reviews the Government and/or Buyer may desire to accomplish. The Seller or its subcontractor shall make adequate office space and other facilities available for these reviews for a reasonable number of Government and/or Buyer representatives at no change in contract price.

## SP 8036

SUBJECT: Government right to Procure. Off-load.

### SPECIAL PROVISION TEXT:

The parties hereby agree that this clause shall be applicable in its entirety to this contract. Further, the parties hereby agree that a clause no less favorable to the Buyer and/or Government than this clause shall be included in contract related to the item(s) that are subsequently awarded to the Seller. In addition, the Seller agrees to accept, in any such subsequent contract, data clauses, which shall be no less favorable to the Buyer and/or Government than the terms of the data clauses in this clause.

1. Intent. The Government intends to provide for maximum practical breakout or competitive procurement of the aircraft system, including all parts, components, and subsystems (all called "parts" hereinafter in this provision) related to the aircraft. The intent extends to any requirement for such system or parts including but not limited to, foreign military sales and support of Rationalization, Standardization, and Interoperability (RSI). To accomplish this intent, the Government and the Buyer seek to either (1) acquire technical data packages with sufficient rights and technical assistance, if necessary, for competitive procurement or manufacture of such parts worldwide or; (2) provide for multiple qualification of sources of such parts in accordance with (e) below or; (3) acquire parts directly from their manufacturer. Nothing in this clause shall abrogate the Seller's obligation to pursue an aggressive Seller breakout and competitive procurement program in its purchasing and subcontracting activities.
2. Identification of Parts. Parts shall be identified in accordance with this Purchase Order.
3. Acquisition of Additional Technical Data and Computer Software and Rights Thereto and Technical Assistance.
  - (A) The Government, through the Buyer or directly to the Seller, has the right during the term of this Purchase Order or any future contract related to the Aircraft that is subsequently awarded to the Seller, to purchase from time to time "Technical Data Packages" (TDP's) which are to include Engineering Drawings and Associated Lists at Level 3, together with the required rights and/or technical assistance, for the purposes set forth above. Upon written notice of the Buyer's intent to purchase TDP's or technical assistance, the Seller shall within 60 calendar days after receipt of such notice, submit a proposal for the costs of preparation and reproduction of such TDP's, and the amount (separately stated) to be paid as compensation for the data/patent rights to be included in the TDP's and/or the cost of providing technical assistance. Within sixty (60) days after receipt of a proposal, the parties shall undertake to negotiate a firm price and/or royalty arrangement for such TDP's in accordance with a schedule mutually agreed upon.
    - (1) The scope of these Data Rights shall cover all uses of all or any part of the Seller's data. The Government will endeavor to accomplish its purpose with less than unlimited rights, but the Government through the Buyer reserves the right to acquire unlimited rights. The rights to be acquired may be procured on a royalty and/or lump sum basis.
    - (2) The scope of the Patent Rights shall be a license under any applicable U.S. or foreign patent or patent application that the contractor owns or controls. The scope of the license shall be to the extent necessary to cover any use of such patent or patent application when using this data in the manufacture or sale of such parts by or for the U.S. Government and/or foreign Governments for other than commercial purposes.
    - (3) The scope of the Technical Assistance shall be Seller services necessary to transfer "know-how" required to manufacture the part described in the TDP. The scope may include plant access, services of Seller's qualified technical personnel at its facilities, and services of Seller's qualified technical personnel at a third party Seller's facilities. Such services may require personnel qualified in manufacturing, engineering, and requests for review of specifications and quality control. Further, such access and services shall be rendered to the Government, the Buyer, and third part Sellers selected by the Government who have a contract to manufacture the part. This right to technical assistance shall terminate three (3) years after Government and/or the Buyer acceptance of the TDP unless a longer period is negotiated as part of the purchase of the TDP.

(B) The Seller's right to compensation for data rights shall apply only to data which the Seller would be entitled to mark with the limited rights legend in accordance with the Contract clause of this contract titled "Rights in Technical Data Non-Commercial Items ", DFARS 252.227-7013, and "Rights in Noncommercial Computer Software and Noncommercial Software Documents", DFARS 252.227-7014. The Seller's entitlement to mark the data shall be determined as of the time the Seller receives notice of the Government's and/or Buyer's intent to purchase TDPs. The following factors may, among others, be considered in determining a fair and reasonable compensation for such great rights in data:

- (1) The benefit actually received by the Government from its use of the data.
- (2) The private expense incurred by the Seller in developing the data.
- (3) The extent to which the data conferred a competitive advantage (in terms of potential for future business, whether commercial or government) to the Seller at the time of its use by the Government and/or Buyer.
- (4) The extent to which the competitive advantage above was enhanced by virtue of the contract work.
- (5) The extent to which the data was developed by Government funds.
- (6) The nature of the Government's use and the extent to which the Seller's interest is protected during the use.
- (7) Any obligations of the Seller to pay others for the use of the data.
- (8) The terms of any previous sales or offers of sales of the data or products to which the data pertains.
- (9) The extent to which the Seller's competence in the field was brought about by prior Government contracts.
- (10) The degree of originality represented by the data (routine engineering versus high creativity).

(C) If it is deemed necessary by the Government through the Buyer to use data delivered under this contract with limited or restricted rights, with greater rights prior to completion of negotiations for such rights, the Government, through the Buyer, may do so upon giving written notice to the Seller ten (10) days in advance. This notice will specify the data which is to be so used, and will contain a brief explanation of the nature and conditions of the use. Thereafter, the parties shall promptly complete their negotiation for such greater rights. If an agreement is not reached within a reasonable time, the Buyer shall treat the question of compensation for greater rights in data as a disputed fact under the "Disputes" clause of this contract.

4. It is further agreed that all TDP's procured pursuant to this clause will be subject to the Warranty of Data (DFARS 252.246-7001) clause of this contract.
5. Qualification of Additional Vendors. The Government through the Buyer has the right to require the Seller to qualify at least one (1) additional competitive source for all parts, to permit the competitive purchase of the parts by the Government and/or the Buyer. This right may be exercised from time to time for the term of this contract. Upon written notice from the Buyer, the Seller shall, to the extent possible, promptly proceed with, and complete the qualification of parts as required at prices to be negotiated. Negotiated price shall include price of Seller support to qualification effort. In qualifying vendors, the Seller shall use the same basis or standard to the extent possible, in order that no competitive advantage or disadvantage is given to any vendor. When required by the Buyer to qualify an additional source, the additional vendor or source shall be other than the Seller, unless the Buyer specifically approves the Seller as the additional source. The Seller shall not cancel an existing order placed with a qualified vendor or vendors in the expectation of qualifying an alternate vendor without obtaining prior written approval from the Buyer. Any disagreement as to price, terms or enforcement of this clause shall be resolved using the procedures of the clause titled "Disputes".
6. Subcontractors and Vendors.

- (A) The Seller is responsible for securing compliance by its subcontractors and vendors with the requirements of this clause. The Seller shall use diligent efforts to contract only with suppliers who will accept this clause. In cases in which the Seller, after diligent efforts, is unable to persuade a subcontractor or vendor to accept this clause, the Seller shall report the entire circumstances, including alternate approaches to resolving the problem to the Buyer, who after thirty (30) calendar days shall direct the Seller as to action to be taken. The Seller shall follow the course of action directed by the Buyer. Any impact will be evaluated, an equitable adjustment to the contract price will be negotiated, if appropriate, in accordance with the procedure of the clause of this contract titled "Changes". The Seller shall maintain an updated list of all subcontractors/vendors granted a waiver of this provision by the Buyer and make a copy of such list available to the Buyer upon request. The Buyer reserves the right to request identification of substantiating correspondence in the event of waiver disagreements.
- (B) Notification in accordance with the appropriate clause titled "Rights in Technical Data and Computer Software" of any item, component or process for which technical data shall be made available to the Buyer at every other Program Progress Review when requested by the Buyer. Such requests for inclusion of this information into the Program Progress Review shall be submitted to the Seller thirty (30) calendar days prior to the scheduled Program Progress Review.

## **SP 8040**

SUBJECT: Israel.

### **SPECIAL PROVISION TEXT:**

Acceptance and implementation of this PO/Subcontract constitutes:

1. Seller's acknowledgment of notice that U.S. Government financing is funding this PO/Subcontract;
2. A declaration and agreement by the executive officers of Seller that no bribes, rebates, gifts, kickbacks, or gratuities will be directly or indirectly offered or given contrary to U.S. law, to officers, officials, or employees of the Government of Israel, by the Seller;
3. Agreement by the Seller to identify and to consent to the disclosure of the following accounts to (and at the request of) the U.S. Department of Defense, the U.S. Department of Justice, or U.S. Federal grand juries:
  - (A) Accounts wherever located in the name of the Seller and;
  - (B) Accounts located outside of the United States in the name of the principal executive officers of the Seller (or any nominees) who have been personally and substantially involved in a PO/Subcontract awarded under the current contract;
4. Agreement by Seller to identify the full amount of any down payment received as a down payment, and to apply these funds solely to this PO/Subcontract, in its accounting records and provide a clear audit trail of the use of these funds;
5. Seller's agreement that, for a period of three (3) years following Seller's receipt of final payment of this PO/Subcontract by Boeing-Mesa, Boeing-Mesa shall have access to and the right to examine Seller's directly-pertinent records involving transactions related to this PO/Subcontract;
6. Seller's agreement that Boeing-Mesa has a bilateral right, without liability, to suspend financing of this PO/Subcontract on the instruction of the U.S. Government for suspected misrepresentation or violation of any certification or agreement provided by Seller upon acceptance of this PO/Subcontract;
7. Certification that Seller has not employed or retained any agent to solicit or obtain the work required under this PO/Subcontract on a contingent basis, who has been or is to be paid from funds received by Seller from Boeing-Mesa under the contract herein;
8. Certification that funds received by Seller from Boeing-Mesa for this PO/Subcontract will not be used to purchase services from non-U.S. subcontractors, unless expressly authorized by Boeing-Mesa;

9. Agreement that Seller invoices will be prepared in accordance with the below instructions, and will be submitted to Boeing-Mesa for payment as follows:
  - (A) All Seller invoices must: (1) reflect the amount due and payment due date; (2) specify the nature of the payment; (3) itemize materials and/or services delivered; (4) designate the address to which payment should be sent.
  - (B) All Seller invoices must be submitted with certification that Seller acknowledges U.S. Government funds are being used to finance this purchase and that the invoice(s) submitted are free from any material false statements or misrepresentations.
10. Certification that neither Seller nor its employees are suspended or debarred from conducting business with any agency of the U.S. Government.

## **SP 8041**

**SUBJECT:** Foreign Procurements.

### **SPECIAL PROVISION TEXT:**

Acceptance and implementation of this PO/Subcontract constitutes:

1. Seller's acknowledgment of notice that U.S. Government financing is funding this PO/Subcontract;
2. A declaration and agreement by the executive officers of Seller that no bribes, rebates, gifts, kickbacks, or gratuities will be directly or indirectly offered or given contrary to U.S. law, to officers, officials, or employees of any foreign government, by the Seller;
3. Agreement by the Seller to identify and to consent to the disclosure of the following accounts to (and at the request of) the U.S. Department of Defense, the U.S. Department of Justice, or U.S. Federal grand juries:
  - (A) Accounts wherever located in the name of the Seller and;
  - (B) Accounts located outside of the United States in the name of the principal executive officers of the Seller (or any nominees) who have been personally and substantially involved in a PO/Subcontract awarded under the current contract;
4. Agreement by Seller to identify the full amount of any down payment received as a down payment, and to apply these funds solely to this PO/Subcontract, in its accounting records and provide a clear audit trail of the use of these funds;
5. Seller's agreement that, for a period of three (3) years following Seller's receipt of final payment of this PO/Subcontract by Boeing-Mesa, Boeing-Mesa shall have access to and the right to examine Seller's directly-pertinent records involving transactions related to this PO/Subcontract;
6. Seller's agreement that Boeing-Mesa has a bilateral right, without liability, to suspend financing of this PO/Subcontract on the instruction of the U.S. Government for suspected misrepresentation or violation of any certification or agreement provided by Seller upon acceptance of this PO/Subcontract;
7. Certification that Seller has not employed or retained any agent to solicit or obtain the work required under this PO/Subcontract on a contingent basis, who has been or is to be paid from funds received by Seller from Boeing-Mesa under the contract herein;
8. Certification that funds received by Seller from Boeing-Mesa for this PO/Subcontract will not be used to purchase services from non-U.S. subcontractors, unless expressly authorized by Boeing-Mesa;
9. Agreement that Seller invoices will be prepared in accordance with the below instructions, and will be submitted to Boeing-Mesa for payment as follows:
  - (A) All Seller invoices must: (1) reflect the amount due and payment due date; (2) specify the nature of the payment; (3) itemize materials and/or services delivered; (4) designate the address to which payment should be sent.



(B) All Seller invoices must be submitted with certification that Seller acknowledges U.S. Government funds are being used to finance this purchase and that the invoice(s) submitted are free from any material false statements or misrepresentations.

10. Certification that neither Seller nor its employees are suspended or debarred from conducting business with any agency of the U.S. Government.

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SUBJECT: Prime Contract Flowdown Provisions

**SPECIAL PROVISION TEXT:**

This contract may be amended to the extent necessary to incorporate additional provisions required to meet Buyer's obligation under the prime contract to which this contract is charged.