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**PURCHASE CONTRACT PROVISIONS – STANDARD TEXT**

**Defense Priorities and Allocations System**

If this contract is a rated contract issued under the Defense Priorities and Allocations System regulation (15 CFR 700), Seller is required to follow all the provisions of that regulation in filling this contract and in obtaining items needed to fill this contract. Per DPAS regulation 15 CFR 700, if this is a "DX" rated contract over \$50,000, and if Seller rejects this contract, Seller must notify Buyer in writing within ten working days. Per DPAS regulation 15 CFR 700, if this is a "DO" rated contract over \$50,000 and if Seller rejects this contract Seller, must notify Buyer in writing within fifteen working days.

**Financial Information**

If this purchase contract is >\$250,000 and extends for more than 1 year, the following clause applies:

If requested, Seller shall provide financial data, on a quarterly basis, or as requested to the Boeing Credit Office for credit and financial condition reviews. Said data shall include, but not be limited to, Balance Sheets, schedule of accounts payable and receivable, major lines of credit, creditors, Statement of Income (profit and loss), Statements of Cash Flow, firm backlog, and headcount. Copies of such data are to be made available within 72 hours of any written request by Boeing's Corporate Credit Office. All such information shall be treated as confidential.

**FAR/FAR Supplement Clauses (date)**

If no (date) is shown, the FAR and FAR Supplement clauses incorporated in this Contract are those in effect on the date of this Purchase Contract.

**Purchase Contract Provisions and Terms and Conditions (effectivity)**

The effectivity date for the Provisions and Terms and Conditions incorporated in this Purchase Contract (displayed at Buyer's web address) are those with the latest effectivity date on the date of this Purchase Contract.

**Ethical Business Conduct Clause**

When performing work at a Boeing site on a regular basis, Seller shall ensure that its employees performing under this contract comply with Boeing's Ethical Business Conduct Guidelines available at: <http://www.boeing.com/companyoffices/aboutus/ethics/epolicy.htm>

**Specifications**

All articles ordered to Government or Buyer's specifications will comply with such specifications current as of the date of this contract unless otherwise specified by Buyer.

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**RF050 - Export Control Notice**

Seller shall presume that all drawings, specifications, and other technical data or goods provided by Buyer to Seller contain information subject to export control laws. Whether or not specifically identified or marked as such by Buyer. Seller shall not disclose (oral, visual, written or otherwise) or provide such drawings, specifications and other technical data or goods to any foreign person (including but not limited to Seller's employees, Seller's subcontractor's, etc.) or foreign firm or institution, without first obtaining prior authorization from the United States Department of State, and notifying Buyer in advance of its intentions to do so.

A "foreign firm or institution" means those organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes any agency or instrumentality of a foreign government, and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions or individuals. A "foreign person" does not include United States citizens and corporations and permanent resident aliens of the United States.

***Seller shall include the above paragraphs in all its purchase contracts and solicitations.***

Information furnished to Seller under this Purchase Order may contain technical data as defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Seller is advised and hereby acknowledges that such technical data may not be exported, disclosed or transferred to any foreign person, as defined in the ITAR at 22 CFR 120.16, without first complying with all the requirements of the ITAR (22 CFR 120-130) including requirements for obtaining any required export authority. If such technical data is marked as ITAR controlled, Seller shall indemnify and hold Buyer harmless from and against any and all claims, liabilities and expenses resulting from Seller's failure to comply with the export laws and regulations of the United States.

By law, Buyer must control access to export controlled technical data within its facilities. Therefore, Seller shall only assign personnel to perform work in Buyer's facilities who are either U.S. citizens or who have been granted Permanent Resident Alien status in the U.S. Seller's personnel will be required to furnish documentary evidence of citizenship or immigration status to Buyer's Security Badge and ID personnel at the time of badge pick-up. Acceptable documentary evidence of citizenship or immigration status includes U.S. Passport, Certificate of U.S. Citizenship, Certificate of Naturalization, certified copy of U.S. Birth Certificate, U.S. Alien Registration Receipt Card with Photo, unexpired foreign passport with INS-551 stamp or Certificate of Birth Abroad issued by U.S. Department of State.

**Foreign status**

As part of Seller's written solicitation response, Seller shall state in connection with the effort related to the Boeing prospective procurement,

- 1) whether it is a foreign corporation,
- 2) whether it is a Representative of a Foreign Interest (RFI), or
- 3) will employ foreign persons

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Seller shall notify Boeing in writing of any change in status from its written solicitation response.

Unless Seller has notified Buyer of its foreign status, by acceptance of this Purchase Contract, Seller agrees that:

- 1) it is not a foreign corporation,
- 2) it is not a Representative of a Foreign Interest (RFI), and
- 3) it will not employ foreign persons on the effort related to this Boeing procurement

Seller agrees to notify Boeing of any change in status set forth above.

**RF051 - Foreign Supplier Reporting (applies if this purchase contract is >\$500,000)**

A “foreign supplier” means those organized or existing under the laws of a country other than the United States, its territories or possessions.

If Seller intends to or actually does receive a bid from, or subcontract with, a foreign supplier in connection with Buyer’s work, Seller shall, for each such bid, subcontract or subcontract change notice, promptly provide the following information to Buyer:

- The Boeing Company’s RFQ or purchase contract number
- A point of contact within your Company (name and telephone number)
- Name of foreign company
- Foreign company address
- Foreign company point of contact: (name, telephone number, and fax number)
- Quantity and part number or description of product(s) and services to be provided
- Award date (anticipated or actual), including your purchase contract number
- U.S. dollar value (estimated or actual)

In addition, Seller shall submit a quarterly report to Buyer, summarizing the above activity for the previous quarter. Negative reports are required.

**Electronic Submittal of Quality-Related Documentation**

If Seller has access to the S&C Supplier Portal, it shall, prior to shipment and via the S&C Supplier Portal, provide Buyer with contract-required quality-related documentation for Buyer's review and acceptance.

**California State Income Tax Withhold for Non-Residents**

California Revenue and Taxation Code (Code) requires withholding of income tax on certain payments to individuals who are not residents of and perform services in the State of California and to partnerships, corporations, and Limited Liability Companies (LLC) that do not have a permanent place of business in and perform services within California. Withholding is not required unless the income payments to a payee by the same payor do not exceed \$1,500 for the calendar year.

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If you feel that you are exempt from mandatory withholding, you must complete and return the California Form 590 for our records. Until such time as we have your Form 590 on file, we will be required to make the mandatory 7% withholding on all invoices submitted for payment. The form is available from the California Franchise Tax Board at <http://www.ftb.ca.gov>.

If you are not exempt and you perform work in states in addition to California, only payments for work performed in California are subject to withholding. Your invoice must clearly identify the portion of work performed in California.

Withholding is not required on payments made to you for reimbursable expenses separately identified on your invoice.

**R101 - REPRESENTATIONS AND CERTIFICATIONS** (applies only if this Purchase Contract is issued under a Government prime contract or subcontract)

This Article includes representations and certifications that Buyer is required to obtain from Seller in order to comply with various provisions of its Government contracts. They have been stated in such a way as to allow Seller's acceptance of this contract to serve as representations and certifications that will present no bar to Buyer's award of this contract. If, upon receipt of a solicitation that precedes a contract that will incorporate these terms and conditions, Seller believes it is not prepared to make these representations and certifications, it will so notify Buyer as part of its response to the solicitation.

By the acceptance of this order, Seller makes the following representations and certifications:

***(A) Certification of Non-segregated Facilities***

- (i) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (ii) Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (ii) Seller further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will –
  - (a) Obtain identical certifications from proposed subcontractors before the award of contracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (b) Retain the certifications in the files; and

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- (c) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

Notice to Proposed Subcontractors of Requirement for Certifications of Nonsegregated Facilities.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

***(B) Previous Contracts and Compliance Reports***

Seller represents that:

- (i) It has participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114.
- (ii) It has filed all Compliance Reports.
- (iii) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained.

***(C) Affirmative Action Compliance (applicable if Seller has 50 or more employees)***

Seller represents that:

- (i) If required to do so by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), it has developed and has on file a written Affirmative Action Compliance Program at each of its establishments, or
- (ii) In the event such a program does not presently exist, and this contract is for \$50,000 or more, that it will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this contract.

***(D) Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Jul 1995) [applicable to Purchase Contracts >\$25,000]***

FAR 52.209-6 provides that, a Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The proposed first-tier subcontractor has the further obligation to disclose to Contractor, in writing, if it or any of its Principals, is or is not debarred, suspended or proposed for debarment by the Federal Government, as of the time of award of the subcontract. Seller certifies, to the best of its knowledge and belief, that Seller and/or any of its Principals are not presently debarred, suspended, or proposed for debarment by the Federal Government.

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Seller further certifies that it shall provide immediate written notice to Buyer, if, at any time prior to or after contract award, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a continuing material representation of fact upon which reliance will be placed when making award. If it is later determined that Seller knowingly rendered an erroneous certification, in addition to other remedies available to Buyer, Buyer may terminate the contract resulting from this solicitation for default.

Company \_\_\_\_\_

Name \_\_\_\_\_  
(Print or Type)

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

***(E) Clean Air and Water Certification***

- (i) Seller certifies that at the time it submitted its proposal none of the facilities to be used in the performance of this contract were listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- (ii) Seller further certifies that subsequent to submittal of its proposal and prior to award of this contract it has not received any communication from the Administrator, or a designee, of the EPA, indicating that any facility that Seller proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities
- (iii) Seller will include a certification substantially the same as this certification, including this paragraph (iii), in every nonexempt subcontract.

***(F) Certificate of Toxic Chemical Release Reporting (FAR 52.223-13) (Applicable only if FAR 52.223-14 is included in the Buyer's solicitation or Purchase Contract)***

1. Seller certifies that:

- a. Seller is the owner or operator of facilities that will be used in performance of this contract that are subject to the filing and reporting requirements described in Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), and Seller will file and continue to file for such facilities for the life of this contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the EPCRA and sections 6607 of PPA; or

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- b. none of Seller owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
- (i) the facility does not manufacture, processes or otherwise use any toxic chemicals listed under Section 313 (c) of EPCRA, 42 U.S.C. 11023(c);
  - (ii) the facility does not have ten (10) or more full-time employees as specified in section 313 (b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);
  - (iii) the facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 373.27, provided an appropriate certification form has been filed with EPA);
  - (iv) the facility does not fall within Standard Industrial Classification (SIC) Code designations 20 through 39 as set forth in FAR Section 19.102; or
  - (v) the facility is not located within any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
2. Should Seller's status or circumstances change with respect to any of the statements indicated above, Seller will notify Buyer immediately.