

CUSTOMER CONTRACT REQUIREMENTS
MKV Task Order 05
LMSC CONTRACT 810000581 (Letter Contract 6/29/06)
Date CCR Issued: 7-18-06

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. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. 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.

The following FAR and FAR Supplement clauses (including alternates), as modified by Federal Acquisition Circulars and other agency Acquisition Circulars respectively, on the date of and required by the prime contract identified on the face of this order, are hereby incorporated by reference and made a material part hereof. If there is a conflict between or among one or more clauses herein, or an addition to a clause after the effective date of this order, the version of the clause applicable to this order shall be the version of the clause in the prime contract.

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

52.203-7 Anti-Kickback Procedures (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.)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (By signing and returning its solicitation response, Seller is [executing the certification included in](#) this clause. The certification required by this clause applies only if this contract exceeds \$100,000.)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (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 PWR) directly to the PCO for the prime contract. PWR 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. ("Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.)

52.211-5 Material Requirements (Aug 2000). (Any notice will be given to Buyer rather than the Contracting Officer.)

52.215-2 Audit and Records - Negotiation. (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. (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 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.")

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications. (This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer.")

52.215-12 Subcontractor Cost or Pricing Data. (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 "UTC or any of its wholly owned subsidiaries.")

52.215-13 Subcontractor Cost or Pricing Data – Modifications. (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 "UTC or any of its wholly owned subsidiaries".)

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)). (This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.)

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

52.215-19 Notification of Ownership Changes. (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. (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. (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.

52.219-9 Small Business Subcontracting Plan. (In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern.)

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

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation. (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.

52.222-26 Equal Opportunity

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

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

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (This clause applies only if this contract exceeds \$25,000.)

52.223-3 Hazardous Material Identification and Material Safety Data. (This clause applies only if Seller delivers hazardous material under this contract.)

52.223-11 Ozone Depleting Substances.

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

52.225-1 Buy American Act — Balance of Payments - Supplies. (This clause does not apply if this contract is placed under a Department of Defense contract.)

52.225-8 Duty-free Entry. (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)(4) 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.

52.227-1 Authorization and Consent. Alternate I

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (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.)

52.227-9 Refund of Royalties. (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. (This clause applies only if this contract will involve access to classified information.)

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

52.228-3 Workers' Compensation Insurance

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

FAR 52.230-2, Cost Accounting Standards (Apr 1998)

52.230-6 Administration of Cost Accounting Standards. (Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.)

52.234-1 Industrial Resources Developed Under Defense Production Act Title III.

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

52.242-15 Stop Work Order. (Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.)

52.244-6 Subcontracts for Commercial Items.

52.245-18 Special Test Equipment. (Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.)

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

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels. (In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively. This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.)

52.248-1 Value Engineering. (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 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. If there is a conflict between or among one or more clauses herein, or an addition to a clause after the effective date of this order, the version of the clause applicable to this order shall be the version of the clause in the prime contract.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies

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

252.211-7000 Acquisition Streamlining. (This clause applies only if this contract exceeds \$1 million.)

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

252.219-7003 Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts)

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

252.223-7002 Safety Precautions for Ammunition and Explosives. (This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).)

252.223-7003 Change in Place of Performance – Ammunition and Explosives. (This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.)

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

252.225-7001 Buy American Act and Balance of Payment Program. (The term 'end product', as defined in paragraph (a)(3), shall mean the deliverable line items set forth in this contract.)

252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission After Award (JUN 2000).

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Specialty Metals

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

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises – DoD Contracts. (This clause applies if this contract exceeds \$500,000 and does not apply to the acquisition of commercial items/services as defined in FAR 2.101.)

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

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (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.

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

252.227-7026 Deferred Delivery of Technical Data or Computer Software. (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.

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

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

252.231-7000 Supplemental Cost Principles

252.245-7001 Reports of Government Property. (Seller will provide information that the Buyer may require to complete Buyer's annual report.)

252.247-7023 Transportation of Supplies by Sea. (This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.)

252.247-7024 Notification of Transportation of Supplies by Sea.

252.249-7002 Notification of Proposed Program Termination or Reduction. (This clause applies only if this contract is \$500,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.)

3. If goods or services being procured under this contract are for commercial items and [Clause H203](#) is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

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

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

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

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

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (This clause applies only if this contract exceeds \$100,000.)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels. (In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively. This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the

Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.)

252.225-7014, Preference for Domestic Specialty Metals, Alternate I.

252.247-7023 Transportation of Supplies by Sea. (This clause applies only if this contract exceeds \$100,000 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. ("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. Cost Accounting Standards

(1) (Applicable if this contract incorporates clause H001). The version of, incorporated by clause H001 is the version dated [April 1998](#).

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated [April 1996](#).

(3) (Applicable if this contract incorporates clause H003). The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated [August 1992](#)

(4) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated [April 1996](#).