

**CUSTOMER CONTRACT REQUIREMENTS
(HOMELAND SECURITY HARDENING & MITIGATION)
CUSTOMER CONTRACT DTFA03-03-C-00046**

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 Aviation Agency's Management System (FAAMS) and apply to the extent indicated. The FAAMS clauses are accessible at <http://fast.faa.gov/>. (Click on "Toolsets" and then click on "Procurement Toolbox.") In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

3.2.2.3-8 Audit and Records - Negotiation (APR 1996). This clause applies only if this contract exceeds \$1,000,000 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.

3.2.2.3-26 Price Reduction For Defective Cost or Pricing Data - Modifications (APR 1996). This clause applies only if this contract exceeds \$1,000,000. 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."

3.2.2.3-28 Subcontractor Cost or Pricing Data - Modifications (APR 1996). This clause applies only if this contract exceeds \$1,000,000. 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."

3.2.2.3-30 Termination of Defined Benefit Pension Plans (APR 1996). This clause applies only if this contract exceeds \$1,000,000 and cost or pricing data was required.

3.2.2.3-36 Reversion or Adjustment of Plans for Post-Retirement Benefits Other Than Pensions (APR 1996). This clause only applies if this contract exceeds \$1,000,000 and cost or pricing data was required.

3.2.2.3-37 Notification of Ownership Changes (APR 1996). This clause only applies if this contract exceeds \$1,000,000 and cost or pricing data was required.

3.2.3-5 Administration of Cost Accounting Standards (APR 1996). Add "Buyer and the" before "Contracting Officer" in paragraph (f).

3.2.5-5 Anti-Kickback Procedures (OCT 1996)

3.3.2-1 FAA Cost Principles (OCT 1996)

3.5-1 Authorization and Consent (APR 1996), Alternate I (APR 1996)

3.5.2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1996)

3.5-10 Patent Rights – Retention by the Contractor (Short Form) (OCT 1996). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business or nonprofit organization.

3.5-11 Patent Rights – Retention by the Contractor (Long Form) (OCT 1996). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business or nonprofit organization.

3.5.13 Rights In Data - General (OCT 1996), Alternate II (OCT 1996)

3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (APR 1996)

3.6.2-9 Equal Opportunity (AUG 1998)

3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (JAN 1998). This clause applies only if this contract is for \$10,000 or more.

3.6.2-13 Affirmative Action for Workers With Disabilities (APR 2000). This clause applies only if this contract exceeds \$10,000.

3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1998). This clause applies only if this contract is for \$10,000 or more.

3.6.3-2 Clean Air and Water (APR 1996). This clause applies only if this order exceeds \$100,000.

3.6.4-10 Restrictions on Certain Foreign Purchases (APR 1996)

3.10.3-2 Government Property – Basic Clause (DEC 1997)

3.10.3-9 Special Test Equipment (DEC 1997)

3.10.3-10 Management of Government Property in Contractor's Possession (DEC 1997)

2. 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.

B. COST ACCOUNTING STANDARDS

If clause H001 is incorporated in this contract, "FAR 52.230-2, Cost Accounting Standards," is changed to "FAAMS 3.2.3-2, Cost Accounting Standards (APR 1996)."

If clause H002 is incorporated in this contract, "FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices," is changed to "FAAMS 3.2.3-3, Disclosure and Consistency of Cost Accounting Practices (APR 1996)."

C. In orders involving access to classified information, Seller shall comply with the requirements of the Contract Security Classification Specification (DD 254) included in the current edition of the

National Industrial Security Operating Manual (DoD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service.