

**Common Terms and Conditions Guide**  
**Section 5 – Government Contract Requirements**

**Clause Number: 5010**  
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**DASG60-02-C-0058**  
**Grenadier Brat (GB) Program**

**SPECIAL U.S. GOVERNMENT PROVISIONS:**

The following Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses, are incorporated herein by reference. In such clauses, unless otherwise specifically stated, the term "Contractor" means Seller except in the term "prime contractor", "subcontractor" means Seller's subcontractor, "Contract" means this order, except in the term "prime contract" and both "Contracting Officer" and "Government" mean Buyer except in the terms "Government Property", "Government-Owned Property", and "Former Government Surplus Property", or as otherwise indicated.

In the event that a Government clause is incorporated by reference in Form GP1, GP2, GP3, or GP4, such clause's incorporation in this Flowdown Clause Attachment is solely for purposes of identifying the applicable clause's effectivity date.

For purposes of these prime contract terms and conditions, "contract" includes "order, purchase order, purchase contract or subcontract".

EXCEPT AS OTHERWISE NOTED, THE FOLLOWING FAR AND DFAR CLAUSES APPLY TO ALL FIXED-PRICE AND COST-REIMBURSEMENT CONTRACTS ISSUED UNDER THIS PRIME CONTRACT.

**FAR CONTRACT CLAUSES**

**FAR CLAUSES APPLICABLE TO THIS CONTRACT REGARDLESS OF THE AMOUNT OF THE ORDER (Except as noted)**

- 52.203-5 (Apr 84) COVENANT AGAINST CONTINGENT FEES
- 52.203-8 (Jan 97) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. 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 (Jan 97) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. 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.

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- 52.203-11 (Apr 91) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- 52.204-2 (Aug 96) SECURITY REQUIREMENTS *(Applies if access to classified information is required. "Government " and "Contracting Officer" are not changed.)*
- 52.211-15 (Sep 90) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
- 52.222-21 (Feb 99) PROHIBITION OF SEGREGATED FACILITIES
- 52.222-26 (Apr 02) EQUAL OPPORTUNITY (subparagraph (b)(1) through (11) Paragraph (b)(1) is modified by adding the following: "(Note: It shall not be a violation of E.O. 11246 for a contractor to extend a publicly announced preference to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. See 22.807(b)(4).)" The second sentence in paragraph (b)(7) is modified to read as follows: "Seller shall, within 30 days following the award, file Standard Form 100 (EEO-1), or any successor form, unless filed within 12 months preceding the date of award.)
- 52.222-29 (Feb 99) NOTIFICATION OF VISA DENIAL (Applies if Seller is required to perform work in or on behalf of a foreign country.)
- 52.223-4 (Oct 97) RECOVERED MATERIAL CERTIFICATION (Applies in solicitations that are for, or specify the use of, recovered materials.)
- 52.223-5 (Apr 98) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (Applies if the contract provides for performance, in whole or in part, on a Federal facility.)
- 52.225-3 (Feb 00) BUY AMERICAN ACT—NORTH AMERICAN FREE TRADE AGREEMENT –ISRAELI TRADE ACT-BALANCE OF PAYMENTS PROGRAM
- 52.225-13 (Jul 00) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.
- 52.225-15 (Feb 00) SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS (Applies in contracts for supplies valued at less than \$177,000.)
- 52.227- 1 (Jul 95) AUTHORIZATION AND CONSENT
- 52.245-2 (Dec 89) GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) *(Applies if using Government property. "Government" means "Government" throughout except it means "Government or Buyer" the first time it appears in paragraph (f) and "Contracting Officer" means "Contracting Officer" throughout.)*

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52.245-3 (Apr 84) IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY  
( Applies when a fixed-price construction contract for furnishing  
Government property f.o.b. railroad cars at a specified destination  
or f.o.b. truck at the project site.)

**FAR CLAUSES APPLICABLE IF THIS CONTRACT EXCEEDS \$10,000 (Except as noted)**

52.222-20 (Dec 96) WALSH-HEALEY PUBLIC CONTRACTS ACT

52.222-36 (Jun 98) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.225-8 (Feb 00) DUTY-FREE ENTRY. *(Applies if supplies are imported into the customs territory of the U.S. "Contractor" means "Subcontractor". Change "20 days" to "30 days" in paragraph (c)(1), and change "10 days" to "25 days" in paragraph (c)(2). "Government" means "Government" in paragraphs (c), (d) and (e). "Contracting Officer" means "Contracting Officer" except in paragraph (c)(1) where "Contracting Officer" shall mean Buyer's Purchasing Representative.)*

**FAR CLAUSES APPLICABLE IF THIS CONTRACT EXCEEDS \$25,000 (Except as noted)**

52.209-6 (Jul 95) PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED,  
SUSPENDED OR PROPOSED FOR DEBARMENT

52.222-35 (Dec 01) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,  
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE  
VETERANS

52.222-37 (Dec 01) EMPLOYMENT REPORTS ON SPECIAL DISABLED  
VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER  
ELIGIBLE VETERANS

**FAR CLAUSES APPLICABLE IF THIS CONTRACT EXCEEDS \$100,000 (Except as noted)**

52.203-6 (Jul 95) RESTRICTION ON SUBCONTRACTOR SALES TO THE  
GOVERNMENT

52.203-7 (Jul 95) ANTI-KICKBACK PROCEDURES *[excluding subparagraph (c)(1)]*  
*(The following is added to paragraph (c)(2); "Seller shall notify  
Buyer when such action has been taken". In paragraph (c)(4)(i)  
"which in turn may be offset by Buyer under this order" is added  
after "the prime contract".)*

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- 52.203-11 (Apr 91) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- 52.203-12 (Jun 97) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS *(In (c)(1), "Contractor who requests or receives from an agency a Federal contract shall file with that agency" is changed to "The Seller shall file with the Buyer". In (c)(2), "The Contractor shall file" is changed to "The Seller shall file with the Buyer". In (c)(3), "Contractor" is changed to "Seller".)*
- 52.215-2 (Jun 99) AUDITS AND RECORDS--NEGOTIATION *(This clause applies only if it (i) is a cost-reimbursement, incentive, time-and-materials, labor-hour, price-re-determinable 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 this clause.)*
- 52.215-14 (Oct.97) INTEGRITY OF UNIT PRICES (excluding subparagraph (b)). This clause applies except for contracts at or below the simplified acquisition threshold (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.
- 52.219-8 (Oct 00) UTILIZATION OF SMALL BUSINESS CONCERNS
- 52.248-1 (Feb 00) VALUE ENGINEERING (excluding subparagraph (f) .) and ALT 1 (Apr 84) *(Applies if identified as applicable and share percentages are stated elsewhere in this order.)*
- 52.249-2 (Sep 96) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) *(In paragraph (d) change "1 year" to "6 months".)*

**APPLIES TO FIXED-PRICE CONTRACTS ONLY**

**FAR CLAUSES APPLICABLE IF THIS CONTRACT EXCEEDS \$500,000 (Except as noted)**

- 52.215-10 (Oct 97) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA *(Applies if Certified Cost and Pricing Data is required. In subdivision (3) of paragraph (a), insert "of this order" after "price or cost". In paragraph (c), "Contracting Officer" means "Contracting Officer or Buyer". In paragraphs (c)(1), (c)(1)(ii) and (c)(2)(i) "Contracting Officer" means "Contracting Officer or Buyer". In paragraph (c)(2)(i)(A) delete "to the Contracting Officer". In paragraph (C)(2)(ii)(B), "Government" means "Government or Buyer".)*

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- 52.215-11 (Oct 97) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS *(Applies if original order was competitive and Certified Cost and Pricing Data is required for the modification. "Contracting Officer" means "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" means "United States or Buyer".)*
- 52.215-12 (Oct 97) SUBCONTRACTOR COST OR PRICING DATA *(The certificate required by paragraph (b) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".)*
- 52.215-13 (Oct 97) SUBCONTRACT COST OR PRICING DATA--MODIFICATIONS *(Applies if original order was competitive and the certificate required by paragraph (b) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".)*
- 52.215-15 (Dec 98) PENSION ADJUSTMENTS AND ASSET REVERSIONS *(Applies only if under this contract certified cost or pricing data is required or pre-award or post-award cost determinations are subject to FAR part 31. 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.)*
- 52.215-19 (Oct 97) NOTIFICATION OF OWNERSHIP CHANGES
- 52.215-20 (Oct 97) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
- 52.215-21 (Oct 97) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
- 52.219-9 (Jan 02) SMALL BUSINESS SUBCONTRACTING PLAN. This clause applies only if Seller is not a small business concern. In paragraph (c) "Contracting Officer" shall mean Buyer.
- 52.230-6 (Nov 99) ADMINISTRATION OF COST ACCOUNTING STANDARDS *(Applies if Seller is subject to Cost Accounting Standards (CAS). Add "Buyer and the" before "Contracting Officer" in paragraph (e).)*  
Note: The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause 3050 is the version dated April 1998. The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3051 is the version dated April 1998.

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52.242-3 (May 01) PENALTIES FOR UNALLOWABLE COSTS. (*Applies if FAR 52.216-7 applies to the order. Does not apply to fixed-price contracts without cost incentives or any firm-fixed-price orders for the purchase of commercial items. .*)

**THE FOLLOWING SUPPLEMENT THE PREVIOUS FARs AND APPLY ONLY TO COST-REIMBURSEMENT ORDERS ISSUED UNDER DEPARTMENT OF DEFENSE (DoD) CONTRACTS**

**FAR CONTRACT CLAUSES**

**FAR CLAUSES APPLICABLE TO THIS CONTRACT REGARDLESS OF THE AMOUNT OF THE ORDER (Except as noted)**

52.216-7 (Feb 02) ALLOWABLE COST AND PAYMENT (“Government” means “Government” in paragraph (b) 1)(ii)(F); “Government” means Government or Buyer in paragraph (b)(4); “by the Contracting Officer” is deleted from paragraph (g)(1); add “promptly” following “...submitted by the Contractor...” in paragraph (h) (1) and delete “in accordance with paragraph (d) (4) therein; and the following is added to paragraph (a): Concurrently with the submission to Buyer of said invoice (or voucher) and statement, 4 copies thereof shall be forwarded by Seller to the Contracting Officer.” In addition paragraphs (d) and (e) are replaced by the following: “In lieu of the actual indirect costs of performance of this order, Seller will be reimbursed on the basis of the final overhead rates negotiated between Seller and the Government, unless otherwise provided in this order. Such overhead rates, basis of application and the periods for which they shall apply shall be identical to those agreed upon by Seller and the Government in connection with the performance of Seller, at Seller’s operating division where the work is performed, of cost-type contracts currently in force between Seller and the rates, Seller will be provisionally reimbursed hereunder for indirect costs on the basis of such provisional or billing overhead rates”.)

52.216-8 (Mar 97) FIXED FEE (*Applies if identified on the faceplate of this order as a Cost-Plus-Fixed-Fee (CPFF) or Cost-Plus-Award-Fee (CPAF) order. “Schedule” means “order”. If CPAF order, the term “fixed-fee” shall be deemed to mean “fee”.*)

52.232-20 (Apr 84) LIMITATION OF COST (*Applicable when order is fully-funded at commencement of performance*)

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- 52.232-22 (Apr 84) LIMITATION OF FUNDS (*Applicable when order is partially-funded at commencement of performance*). “Schedule” means “order”.)
- 52.245-5 (Jan 86) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (*“Schedule” means “order”. In paragraph (d) “Contracting Office” means “Contracting Officer or Buyer”. In paragraph (e)(3) “Government” means “Government in the terms “assumed by the Government” and “for which the Government is responsible.” In paragraph (f) “Government” means “Government or Buyer”. In the first two sentences of paragraph (g)(6) “Contracting Officer” means “Contracting Officer or Buyer”. In paragraph (g)(9) “Contracting Officer” means “Contracting Officer or Buyer”; and “Government” means “Government and Buyer” except in the term “Government’s expense” where it means “Government or Buyer”. In the fourth sentence of paragraph (h) “Government” means “Government and Buyer”. In paragraph (i) “Government” means “Government or Buyer”. In paragraphs (j) and (j)(1) “Government” means “Government or Buyer”.*)
- 52.246-8 (May 01) INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (*The following is added after the first sentence in paragraph (b): “An inspection system acceptable to the Government shall be deemed acceptable to the Buyer”. “Government” means “Government and Buyer” in paragraphs (b) and (c); “Government” means “Government or Buyer” in paragraph (d). In the first sentence of paragraph (f) “6 months” is changed to “7 months” and “after acceptance...” is changed to “after acceptance by Buyer’s customer of the work in which Seller’s work is incorporated, Buyer may require Seller to replace or correct work not meeting contract requirements”.*)
- 52.249-6 (Sep 96) TERMINATION (COST-REIMBURSEMENT) (*Applies if a cost-reimbursement contract is contemplated.*)

**DFARS CONTRACT CLAUSES**

**DFARS CLAUSES APPLICABLE TO THIS CONTRACT REGARDLESS OF THE AMOUNT OF THE ORDER (Except as noted)**

- 252.219-7004 (Jun 97) SMALL, SMALL-DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) - (Applies if Seller has a comprehensive subcontracting plan approved under the test program described in 219.702(a).)

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252.225-7001 (Mar 98) BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM

252.227-7013 (Nov 95) RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS  
(Applies if the contract requires the delivery of technical data.)

252.227-7014 (Jun 95) RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies if the contract requires the delivery of computer software or computer software documentation.)

252.227-7030 (Mar 00) TECHNICAL DATA – WITHHOLDING OF PAYMENT (“Government” and “Contracting Officer” mean Buyer. This clause applies only if the delivery of data is required by this Contract.)

252.242-7005 (Mar 98) COST/SCHEDULE STATUS REPORT (This clause applies only if the Seller’s subcontract is other than firm-fixed-price, is 12 months or more in duration, and has critical or significant tasks related to the prime contract.)

252.246-7001 (Dec 91) WARRANTY OF DATA

**DFARS CLAUSES APPLICABLE IF THIS CONTRACT EXCEEDS \$100,000 (Except as noted)**

252.225-7012 (Aug 00) PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  
(Applies if the contract equals or exceeds \$100,000.)

**THE FOLLOWING FULL TEXT PROVISIONS APPLY TO THIS PURCHASE CONTRACT:**

**A. THE FOLLOWING "DISPUTES" PROVISION APPLIES ONLY TO THE CLAUSES OF THIS CONTRACT LISTED BELOW:**

- PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
- PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
- COST ACCOUNTING STANDARDS
- DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

1. Any dispute that arises under or is related to this contract concerning the above named clauses that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this



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contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

2. If a decision arising under the prime contract is made by the Contracting Officer and such decision is also related to the above named clauses of this order, said decision, if binding upon Buyer under the prime contract, shall in turn be binding upon Buyer and Seller with respect to such decision insofar as it relates to this order; provided, however, that if Seller is adversely affected by any such decision made by the Contracting Officer, and if Buyer elects not to appeal such decision pursuant to the "Disputes" clause of the prime contract, Buyer shall promptly notify Seller. If Seller thereafter timely requests Buyer to appeal such decision, Buyer shall do so. If Buyer appeals such decision, whether at its election or at Seller's request, any decision upon such an appeal, if binding upon Buyer under the prime contract, shall in turn be binding upon Buyer and Seller under this order with respect to such decision insofar as it relates to this order.
3. If any such appeal is denied or otherwise decided adversely to Seller's interest, or if Seller is otherwise adversely affected by any decision made by any representative of the Government on any decision arising under the prime contract which is also related to this order, from which an appeal under the "Disputes" clause in the prime contract is not available, said decision, if binding upon Buyer under the prime contract, shall in turn be binding upon Buyer and Seller with respect to such decision insofar as it relates to this order; provided, however, that if Seller is adversely affected by any such decision, and if Buyer elects not to bring suit against the Government with respect to such decision, Buyer shall notify Seller with reasonable promptness. If Seller timely requests Buyer to bring suit against the Government, Buyer shall do so. If Buyer brings suit against the Government with respect to any such decision, whether at its election or at Seller's request, a final judgment in any such suit, if binding upon Buyer under the prime contract shall in turn be binding upon Seller and Buyer under this order with respect to the decision insofar as it relates to this order.
4. If necessary for jurisdiction under the Contract Disputes Act, Buyer shall certify Seller's claim and proceed with the appeal only if Buyer is satisfied that the Seller's claim is in good faith, that the supporting data are accurate and complete to the best of its knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Buyer believes the Government is liable. Buyer's position on whether or not it is satisfied shall be reasonable and shall not be used to arbitrarily deny Seller certification. Seller shall indemnify Buyer against any liability incurred as a result of acting hereunder at Seller's request, including furnishing such certification.
5. If any such appeal or suit is taken or brought by Buyer, whether at its election or at Seller's request, Seller shall assist Buyer in its prosecution thereof in

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every reasonable manner and Seller shall be afforded reasonable opportunity to participate in the prosecution thereof to the extent Seller's interest may be affected. To the extent requested by Buyer, Seller shall prosecute for Buyer any appeal or suit taken or brought at Seller's request and, in such event, Buyer shall assist Seller in every reasonable manner. All costs and expenses incurred by Seller and Buyer in prosecuting any appeal or suit taken or brought at Seller's request shall be paid by Seller. Where possible, Buyer shall in good faith consult with Seller concerning the presentation to the Contracting Officer or other cognizant representatives of the Government of the matters referred to in Paragraphs 2. and 3. above to the extent they may affect Seller's interest.

6. If as a result of any decision or judgment which is binding upon Seller and Buyer, as above provided, Buyer is unable to obtain reimbursement from the Government under the prime contract for, or is required to refund or credit to the Government, any amount with respect to any item of cost or fee for which Buyer has reimbursed Seller, Seller shall, on demand, promptly repay such amount to Buyer.
7. The rights and obligations described herein shall survive completion of and final payment under this order.