

Common Terms and Conditions Guide
Section 5 – Government Contract Requirements

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DAABO7-02-C-C403
JTRS, Cluster 1

SPECIAL U.S. GOVERNMENT PROVISIONS:

The following Federal Acquisition Regulations (FAR) and Federal Acquisition Regulation Supplement clauses, as in effect on the date of the Prime Contract 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 SUPPLEMENT CLAUSES APPLY TO ALL PURCHASE CONTRACTS ISSUED UNDER THE PRIME CONTRACT

FAR CLAUSES

FAR CLAUSES APPLICABLE TO THIS ORDER 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.
- 52.204-2 (Aug 96) SECURITY REQUIREMENTS (Applies if access to classified information is required. "Government" is not changed.)
- 52.211-15 (Sep 90) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applies to rated orders certified for national defense use. In such

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event Seller is required to follow all the provisions of the Defense Priorities and Allocations System regulation (15CFR700)).

- 52.222-26 (Apr 02) EQUAL OPPORTUNITY (subparagraph (b)(1) through (11))
- 52.225-13 (Jul 00) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.227-1 (Jul 95) AUTHORIZATION AND CONSENT AND ALT I (Apr 84) - (Alt I applies if the contract is for research and development.)
- 52.227-2 (Aug 96) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
- 52.227-9 (Apr 84) REFUND OF ROYALTIES
- 52.227-11 (Jun 97) PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) – (This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.)
- 52.227-12 (Jan 97) PATENTS RIGHTS – RETENTION by the CONTRACTOR (Long Form)
- 52.234-1 (Dec 94) INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (Excluding subparagraph (e). Clause does not apply to service contracts.)
- 52.244-5 (Dec 96) COMPETITION IN SUBCONTRACTING (Clause does not apply to an FFP contract awarded on the basis of adequate price competition.)
- 52.244-6 (May 02) SUBCONTRACTS FOR COMMERCIAL ITEMS
- 52.245-2 (Dec 89) GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
- 52.245-17 (Dec 89) SPECIAL TOOLING (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 (Feb 93) SPECIAL TEST EQUIPMENT (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).)

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52.245-19 (Apr 84) GOVERNMENT PROPERTY FURNISHED “AS IS” (Apples is Seller receives Government-Furnished Property “As Is” that is accountable to the prime contract.)

FAR CLAUSES APPLICABLE IF THIS ORDER 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

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

52.203-6 (Jul 95) RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT and Alt. I (Oct 95)

52.203-7 (Jul 95) ANTI-KICKBACK PROCEDURES *(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”.)*

52.203- 8 (Jan 97) CANCELLATION, RESCISSION, and RECOVERY of FUNDS for ILLEGAL or IMPROPER ACTIVITY (This clause applies 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

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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 (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 (less paragraph (b) and applicable in accordance with paragraph (c))
- 52.219-8 (Oct 00) UTILIZATION OF SMALL BUSINESS CONCERNS
- 52.222-4 (Jul 95) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (Excluding subparagraph (e). Clause does not apply to the extent this contract is in any of the categories listed in FAR 22.305.)
- 52.248-1 (Feb 00) VALUE ENGINEERING *(Applies if identified as applicable and share percentages are stated elsewhere in this order.)*

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

- 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".)*
- 52.215-13 (Oct 97) SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (Applies if original order was competitive and

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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.*)
- 52.215-18 (Oct 97) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies to contracts that meet the requirements of FAR 15.408(j).)
- 52.215-19 (Oct 97) NOTIFICATION OF OWNERSHIP CHANGES
- 52.219-9 (Jan 02) SMALL BUSINESS SUBCONTRACTING PLAN (Clause does not apply if Seller has an approved plan under DFARS 252.219-7004.)
- 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.
- 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. .*)

FAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$550,000 (Except as noted)

- 52.215-20 (Oct 97) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA

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

FAR CONTRACT CLAUSES

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

- 52.232-20 (Apr 84) LIMITATION OF COST (*Applicable when order is fully-funded at commencement of performance*)
- 52.232-22 (Apr 84) LIMITATION OF FUNDS (*Applicable when order is partially-funded at commencement of performance*). “Schedule” means “order”.)
- 52.242-15 (Aug 89) STOP WORK AND ALT. I (Apr 84) - (Change “90 days” and “30 days” to “100 days” respectively. The Termination for Convenience should refer to the Termination for Convenience clause of this contract. “CO” and Government” shall mean Buyer.)
- 52.245-5 (Jan 86) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)

DFARS CLAUSES

DFAR CLAUSES APPLICABLE TO THIS ORDER REGARDLESS OF THE AMOUNT OF THE ORDER (Except as noted)

- 252.204-7000 (Dec 91) DISCLOSURE OF INFORMATION (In paragraph (c) “Contracting Officer” means “Contracting Officer.”)
- 252.225-7001 252.225-7001 (Mar 98) BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
- 252.225-7002 (Dec 91) QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
- 252.225-7009 (Aug 00) DUTY-FREE ENTRY - Qualifying Country Supplies (End Products and Components).
- 252.225-7010 (Aug 00) DUTY-FREE ENTRY – ADDITIONAL PROVISIONS
- 252.225-7012 (Apr 02) PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES.
- 252.225-7025 (Jun 97) RESTRICTION ON ACQUISITION OF FORGINGS
- 252.227-7013 (Nov 95) 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 (Jun 95) RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE

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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 (Jun 95) RIGHTS IN BID OR PROPOSAL INFORMATION.
- 252.227-7019 (Jun 95) VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE (applies only if DFARS 252.227-7014 applies.)
- 252.227-7027 (Apr 88) DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE. This clause applies only if technical data or computer software may be generated as part of the performance of this contract.
- 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.)
- 252.227-7036 (Jan 97) DECLARATION OF TECHNICAL DATA CONFORMITY. (This clause applies only if the delivery of data is required by this contract.)
- 252.227-7037 (Sep 99) VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (Applies only if DFARS 252.227-7013 applies.)
- 252.234-7001 (Mar 98) EARNED VALUE MANAGEMENT SYSTEM (The Clause applies to Rockwell Collins, BAE Systems, TRW Tactical Systems, Xetron, Harris, ViaSat, NOVA, Shared Spectrum, Agile, BBNT, and Raytheon.)
- 252.235-7003 (Dec 91) FREQUENCY AUTHORIZATION (Applies to all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.)
- 252.246-7001 (Dec 91) WARRANTY OF DATA

DFAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$100,000 (Except as noted)

- 252.203-7001 (Mar 99) PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (This

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clause applies to all first-tier subcontracts over \$100,000, except those for commercial items or components).

252.209-7000 (Nov 95) ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE (INF) TREATY (*Applies if the order is over \$100,000*)

252.247-7023 (Mar 00) TRANSPORTATION OF SUPPLIES BY SEA (*Applicable to orders over \$100,000. "Contract" is not changed in paragraph (a)(6)(i). In the first sentence of paragraph (c) "45 days" is changed to "60 days".*)

252.249-7002 (Dec 96) NOTIFICATION OF ANTICIPATED CONTRACT TERMINATIONS OR REDUCTIONS (Applies to subcontractors with subcontracts of \$100,000 or more.)

DFAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$500,000 (Except as noted)

252.219-7003 (Apr 96) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts). (Clause does not apply if Seller has an approved plan under DFARS 252.219-7004.)

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). The Clause specifically applies to Rockwell Collins, BAE Systems, TRW Tactical Systems, Xetron, Harris, ViaSat, and Raytheon.)

252.225-7026 (Jun 00) REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (*Applicable in all first-tier subcontracts that exceed \$500,000. The prime contract number is on the faceplate of this Order. In paragraph (b) "30 days" is changed to "20 days".*)

252.231-7000 (Dec 91) SUPPLEMENTAL COST PRINCIPLES

DFAR CLAUSES APPLICABLE IF THIS ORDER EXCEEDS \$100,000,000 (Except as noted)

252.211-7000 (Dec 91) ACQUISITION STREAMLINING

THE FOLLOWING PRIME CONTRACT SPECIAL PROVISIONS APPLY TO THIS PURCHASE ORDER:

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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 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

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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 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.