

**GOVERNMENT PROVISIONS  
COMMON MODULAR MISSILE (CMM) SYSTEM  
GOVERNMENT RFP DAAH01-03-R-0051**

**GOVERNMENT 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.

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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995 Version). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (Jul 1995 Version). 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.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997 Version). 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 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997 Version). This clause applies only if this contract exceeds the simplified acquisition threshold. 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.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991 Version). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 1997 Version). 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 Boeing) directly to the PCO for the prime contract. Boeing 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 (Aug 1996 Version). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

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

52.211-15 Defense Priority and Allocation Requirements (Sep 1990 Version). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (Jun 1999 Version). This clause applies only if this contract exceeds the simplified acquisition threshold 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.

52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (Oct 1997 Version). This clause applies only if original order was competitive, and Certified Cost and Pricing Data is required for the modification, and if this contract exceeds \$500,000. "Contracting Officer:" shall mean "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" shall mean "United States or Buyer".

52.215-13 Subcontractor Cost or Pricing Data - Modifications (Oct 1997 Version). This clause applies only if original order was competitive and the certificate required by paragraph (b) is that set forth in FAR 15.804-4, substituting Buyer's name for "Contracting Officer". This clause applies only if this contract exceeds \$500,000.

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997 Version). 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.

52.215-15 Pension Adjustments and Asset Reversions (Dec 1998 Version). 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) (Oct 1997 Version). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (Oct 1997 Version). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997 Version). This clause applies only if this contract exceeds \$500,000. The term "Contracting Officer" shall mean Buyer's Purchasing Representative.

52.219-8 Utilization of Small Business Concerns (Jul 1995 Version) (Oct 2000 Version).

52.219-9 Small Business Subcontracting Plan (Jan 2002 Version). 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.

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (Sep 2000 Version). 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.

52.222-20 Walsh-Healy Public Contracts Act (Dec 1996 Version). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (Feb 1999 Version).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (Apr 2002 Version).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001 Version). This clause applies only if this contract exceeds \$10,000.

52.222-36 Affirmative Action for Handicapped Workers (Jun 1998 Version). This clause applies only if this contract exceeds \$2,500.

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Viet Nam Era (Dec 2001 Version). This clause applies only if this contract exceeds \$10,000.

52.225-8 Duty-free Entry (Feb 2000 Version). 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 (f)(3) 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 (Jul 2000 Version).

52.227-1 Authorization and Consent (Jul 1995 Version) and Alternate I (Apr 1984 Version).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996 Version). 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 the simplified acquisition threshold.

52.227-10 Filing of Patent Applications — Classified Subject Matter (Apr 1984 Version).

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (Jun 1997 Version). 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.

52.242-15 Stop Work Order (Aug 1989 Version) and Alternate I (Apr 1984 Version). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.245-2 Government Property (Apr 1984 Version). "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

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.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (Mar 1999 Version). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

252.204-7000 Disclosure of Information (Dec 1991 Version). Seller will submit requests for authorization to release through Buyer.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (Nov 1995 Version). This clause applies only if this contract exceeds the FAR Part 13 simplified acquisition threshold and does not apply to the purchase of commercial items or commercial components.

252.211-7000 Acquisition Streamlining (Dec 1991 Version). This clause applies only if this contract exceeds \$1 million.

252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994 Version). This clause applies only if Seller delivers ammunition or explosives under this contract.

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993 Version), and Alternate I (Nov 1995 Version). This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

252.225-7001 Buy American Act and Balance of Payment Program. (Mar 1998 Version)

- 252.225-7009 Duty-free Entry — Qualifying Country Supplies (End Products and Components) (Aug 2000 Version).
- 252.225-7010 Duty-free Entry — Additional Provisions (Aug 2000 Version). This clause applies in addition to FAR 52.225-10. The information required to be provided is TBD.
- 252.225-7012 Preference for Certain Domestic Commodities (Apr 2002 Version)
- 252.225-7014 Preference for Domestic Specialty Metals (Mar 1998 Version) and Alternate I (Mar 1998 Version).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Dec 2000 Version). 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.
- 252.225-7025 Restriction on Acquisition of Forgings (Jun 1997 Version).
- 252.225-7026 Reporting of Contract Performance Outside the United States (Jun 2000 Version). This clause applies only if this contract exceeds \$500,000.
- 252.225-7032 Waiver of United Kingdom Levies (Oct 1992 Version). This clause applies if this contract is over \$1,000,000 and is with an United Kingdom firm.
- 252.227-7013 Rights in Technical Data - Noncommercial Items (Nov 1995 Version). 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 (Jun 1995 Version). 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 (Jun 1995 Version).
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 1995 Version). This clause applies only if computer software may be originated, developed, or delivered under this contract.
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988 Version). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.
- 252.227-7030 Technical Data — Withholding of Payment. “Government” and “Contracting Officer” mean Buyer (Mar 2000 Version). This clause applies only if the delivery of data is required by this contract.
- 252.227-7036 Certification of Technical Data Conformity (Jan 1997 Version). This clause applies only if the delivery of data is required by this contract.
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999 Version). This clause applies only if the delivery of data is required by this contract.
- 252.245-7001 Reports of Government Property (May 1995 Version). Seller will provide information that the Buyer may require to complete Buyer's annual report.
- 252.247-7023 Transportation of Supplies by Sea (May 2002 Version). This clause applies only if this contract exceeds the Simplified Acquisition Threshold in FAR Part 13. In paragraph (c), "45 days" is changed to "60 days".
- 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000 Version). “Contracting Officer” and, in the first sentence of paragraph (a), “Contractor” shall mean Buyer. This clause does not apply to the procurement of commercial items or commercial components.

252.249-7002 Notification of Proposed Program Termination or Reduction (Dec 1996 Version). This clause applies only if this contract is for \$500,000 or more. In paragraph (c), "two weeks" is changed to "10 days".

3. The following prime contract special provisions apply to this purchase order:

A. SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on a Government installation, Seller shall (a) conform to the specific safety requirements contained in the Contract, and (b) for those related activities not directly addressed by this Contract, conform to the applicable safety rules prescribed by the Government installation, and (c) take such additional precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof. Buyer may, by written order, direct additional safety and accident standards as may be required under Buyer's Government contract and any adjustments resulting from such direction will be in accordance with the provisions of this Contract entitled "Changes."

B. 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.

C. DEMILITARIZATION

(1) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end-items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies, and assemblies to the extent indicated below) of the type covered by this contract for which the Seller does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specifications, facilities, equipment, or material furnished or specified by Boeing pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it salable as implements of war.

(2) Key points to be demilitarized shall include explosives, pyrotechnics, propellants, propellant fillers, toxic material, incendiary or smoke content, other military design features and features determined hazardous to the general public.

(3) Method and degree of demilitarization shall be as economical as practicable IAW existing environmental standards, safety and operational regulations, to the point of assuming freedom from explosives, pyrotechnics, propellants, propellant fillers, toxic or incendiary materials, smoke content or redesign hazard, as furnished by Boeing.

(4) The Seller agrees that no items demilitarized, as stated above, will be disposed of by the Seller other than as scrap.

(5) Upon completion of production under this contract, the Seller shall certify to the Administrative Contracting Officer, and provide a copy to Boeing, that demilitarization, as prescribed above, has been accomplished.

(6) The Seller further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

D. TECHNICAL DATA AND COMPUTER SOFTWARE BASELINE

(1) The purpose of this section is to simplify or eliminate the need for the Government to challenge any claim that the Contractor might make that deliverable technical data may be submitted with limited rights or computer

software submitted with restricted rights. This is accomplished by requiring the Contractor to submit baseline documentation of the designs of the related items, components, processes, or computer software (ICPS). The baseline documentation submitted under this section shall consist of drawings, specifications, engineering notes, sketches, version description documents (VDD), source code listings, software test plan, software test procedures, software test report, and humanly readable source code, all of which are in sufficient detail to serve as technical identification to be used as a basis for determining the degree of changes made to ICPS designs during the course of the contract. For the purpose of this section, the term "Contractor" means the prime contractor and all subcontractors at any tier.

(2) The Contractor shall furnish, not later than 90 days after contract award, the baseline documentation existing at the time of contract award upon which the Contractor intends to rely to substantiate claims for limited rights or restricted rights in technical data or software related to the contract.

(3) For ICPS which the Contractor selects for the system after contract award, the Contractor shall furnish, not later than 45 days after adoption, baseline technical data existing at the time of adoption upon which the Contractor will rely to substantiate claims for limited rights in data or restricted rights in software related to the contract.

(4) Failure of the Contractor to provide baseline documentation under either paragraphs (2) or (3) above shall establish a presumption that the delivered ICPS is developed under the contract.

(5) This section does not apply to items or components that are commercially available from more than one source or to commercially available software.

(6) Acknowledgement of the Contractor's claim to limited rights or restricted rights does not constitute agreement by the Government of the appropriateness of the claim. The rights of the parties with regard to this issue are set forth in the clauses, DFARS 252.227-7013, Rights in Technical Data Noncommercial Items (NOV 1995) and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995).

(7) The provisions of this section shall be included in all subcontracts at all tiers.

#### E. SEVERABILITY TO DELIVERABLE TECHNICAL DATA

The Seller is not to mix deliverable technical data qualifying for and marked with limited rights legends with form, fit, or function technical data. This is because the Government intends to use form, fit and function technical data as well as other unlimited rights technical data to competitively procure and maintain the common missile system. Paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items (Nov 95) clause requires that the Government have unlimited rights in form, fit, and function technical data even if it pertains to an item, component, or process developed entirely at private expense.