

DATE: August 2004

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
RFP DAAH01-03-R-0213**

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.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995)

52.203-7 Anti-Kickback Procedures (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. Buyer may withhold from 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.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by 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). This clause applies only if this contract exceeds \$100,000. 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 or recover from Seller the amount of the reduction.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). 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 Buyer) directly to the PCO for the prime contract. Buyer 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) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified information is required.

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

52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

52.215-2 Audit and Records -- Negotiation (JUN 1999). 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 (OCT 1997). This clause applies only if this contract exceeds \$550,000. 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."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000. 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."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward 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 under this clause. "Contracting Officer" shall mean Buyer.

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. 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 under this clause. "Contracting Officer" shall mean Buyer.

52.215-19 Notification of Ownership Changes (OCT 1997). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. 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 under this clause. "Contracting Officer" shall mean Buyer.

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -Modifications (OCT 1997). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in subparagraph (a).

52.219-8 Utilization of Small Business Concerns (OCT 2000)

52.219-9 Small Business Subcontracting Plan (JAN 2002). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 2000). 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-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b) (1) through (11)]

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). 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 (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)

52.227-1 Authorization and Consent (JUL 1995)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.

52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer" in paragraph (f).

52.242-15 Stop-Work Order (AUG 1989)

52.244-5 Competition in Subcontracting (DEC 1996)

2. DoD Contracts. 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 (MAR 1999). This clause applies only if this contract exceeds \$100,000 and is not for commercial items or components.

252.209-7000 Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate- Range Nuclear Forces (INF) Treaty (NOV 1995). This clause applies only if this contract exceeds \$100,000 and is not for commercial items.

252.215-7000 Pricing Adjustments (DEC 1991)

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003)

252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003)

252.225-7004 Reporting of Contract Performance Outside of the United States (APR 2003)

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003)

252.225-7013 Duty-Free Entry (APR 2003). This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause.

ACO	William R. Ammons
Activity Address	DCMA Huntsville – Boeing 950 Explorer Blvd.Rm 12A10 Huntsville, AL 35806
Activity Address Number	S0107A
Prime Contractor	The Boeing Company – MDS
Prime Contractor/s Address	P.O.Box 240002; M/S JW-15 499 Boeing Boulevard Huntsville, AL 35824-6402
Cage Code	21794
Solicitation Number	DAAH01-03-R-0213

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) – ALT I (APR 2003).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003). 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 Forging (APR 2003). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the reference clause.

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (MAR 2000)

252.246-7001 Warranty of Data (DEC 1991). In this clause, "Government" and "Contracting Officer" shall mean Buyer. The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data.

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies only if this contract exceeds \$100,000 and 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.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "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.

252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 1996). 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. Cost Accounting Standards

(1) The version of FAR 52.230-2, Cost Accounting Standards, incorporated is dated April 1998.

(2) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated is dated April 1998.

(3) The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated is dated August 1992.

(4) The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated is dated April 1998.

4. The following special provisions apply to this solicitation:

A. 52.204-4702 SECURITY REQUIREMENTS (CONTRACTOR CONFIDENTIAL FACILITY CLEARANCE) AUG/2001 (USAAMCOM) (S: C-1)

a. This contractual document is UNCLASSIFIED. However, performance of work under this proposal will require the contractor to have a confidential facility clearance. The contractor therefore, shall comply with the requirements of the National Industrial Security Program Operating Manual (DoD 5220.22M) for Safeguarding Classified Information.

b. The security requirement for this proposal shall be in accordance with DD Form 254, dated 6 JUN 03.

c. All personnel assigned to performance of this proposal shall have security clearances for access to classified information or areas in accordance with the DD Form 254.

d. Supplies delivered under this proposal will be packed for the appropriate level of classification so as to be properly concealed to avoid suspicion as to the contents and to reach the destination in satisfactory condition. The security classification will be clearly indicated by internal marking or on internal packaging. NO REFERENCE TO THE SECURITY CLASSIFICATION WILL APPEAR IN EXTERNAL MARKINGS.

e. No information shall be released to public information media without prior written approval. The contractor shall follow the procedure for preparing information for release as set forth in AR 360-1. The contractor shall submit the material in six

legible copies to Boeing for transmission to the Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal, Alabama, 35898, together with an information copy for the Chief of Information, Department of the Army, ATTN: Civil Liaison Division, Washington, D.C.

B. 52.209-4716 ELECTRONIC FABRICATION: REQUIREMENTS FOR SOLDERED ELECTRICAL AND ELECTRONIC ASSEMBLIES JUN/1997 (USAAMCOM) (S: C-2)

Notwithstanding any other provision contained in any part of this proposal to the contrary, the minimum requirements/standards for soldering electrical and electronic assemblies shall be the non-military joint industry standard, ANSI/J-STD-001, Class 3.

The revision of ANSI/J-STD-001 in effect on the effective date of this solicitation shall govern the hardware produced hereunder.

A copy of ANSI/J-STD-001 may be obtained from the Institute for Interconnecting and Packaging Electronic Circuits (IPC), 2215 Sanders Road, Northbrook, IL, 60062-6135, telephone number (847) 509-9700, fax number (847) 509-9798.

C. 52.208-4700 REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) JUN/1997 (S: D-1)

If packaging requirements of this proposal specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

D. 52.247-4700 BAR CODE MARKINGS (USAAMCOM) JUN/1997 (S: D-2)

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129, and ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

E. 52.211-4702 ACCELERATED DELIVERY (USAAMCOM) JUN/1997 (S: F-9)

Accelerated delivery of the items required herein is acceptable and desirable at no additional cost to Boeing.

F. DFARS 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY JAN/1997 (S: I-87)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____