

Date: August 20, 2004

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT [DTFAWA-04-C-00030](#)**

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller; and "Government" shall mean Government and/or Buyer. The full text of FAA contract clauses may be obtained via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox"). Government clauses cited elsewhere in the contract shall be those in effect in **TBD**.

<u>FAA Reference</u>	<u>Title</u>
3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
3.2.4-5	Allowable Cost and Payment (April 2001)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
3.6.1-3	Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (September 2001)
3.5.2-16	Notice to the Government of Labor Disputes (April 1996)
3.10.1-3	Penalties for Unallowable Costs (October 1996)
3.10.1-24	Notice of Delay (November 1997)
3.10.2-6	Subcontracts for Commercial Items and Commercial Components (April 1996)
3.10.3-2/Alt II	Government Property - Basic Clause (April 2004)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.14-2	Contractor Personnel Suitability Requirements (April 2004)
3.14-3	Foreign Nationals as Contractor Employees (July 2002)
3.14-4	Government-Issued Keys, Identification Badges, and Vehicle Decals (July 2002)

The following clauses also apply if the contract price exceeds \$10,000:

3.6.2-5	Certification of Nonsegregated Facilities (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)

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The following clauses also apply if the contract price exceeds \$100,000:

- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.6.3-1 Clean Air and Water Certification (April 2000)
- 3.6.3-2 Clean Air and Clean Water (April 1996)

The following clauses also apply if the contract price exceeds \$1,000,000:

- 3.2.2.3-8 Audit and Records (April 2004)

The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:

- 3.5-13 Rights in Data - General (October 1996)
- 3.5-13 Alt. I Rights in Data - General (October 1996)
- 3.5-13 Alt. II Rights in Data - General (October 1996)
- 3.5-13 Alt. III Rights in Data - General (October 1996)
- 3.5-11 Patent Rights - Retention by the Contractor (Long Form) (October 1996)
- 3.5-15 Additional Data Requirements (April 1996)

Additional Provisions:

- 3.11-34 F.O.B. Destination (April 1999) [If seller will be delivering directly to the government]

SPECIAL CONTRACT REQUIREMENTS:

H.2 CONFIDENTIALITY OF DATA AND INFORMATION

- a. The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subContractor(s) agree to abide by any restrictive use conditions on such data and not to:
 - 1. Knowingly disclose such data or information to others without written authorization from the CO, unless that data or information has otherwise become available to the public through no action or fault of the Contractor.
 - 2. Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault by the Contractor.
- b. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government.

Two copies of such company-to-company agreements shall be furnished promptly to the CO for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.
- c. Through formal training in company policy and procedures, the Contractor shall make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. These agreements must be made available when requested by the Government. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during

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his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls into the public domain through no action or fault of the Contractor or employee.

- d. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the quality of effort, and (3) the Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.
- e. [Deleted]
- f. Except as the CO specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptation, or combination thereof, to the CO. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company.
- g. The Contractor shall further certify in writing to the CO that all copies, modification adaptations or combinations of such data or information, which cannot reasonably be returned to the CO (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractors or subcontractors right to use and disclose any data and information obtained from other sources without restriction.

H.3 RESTRICTIONS AGAINST DISCLOSURE

- a. The Contractor agrees, in the performance of this Contract, to keep all information furnished to it by the Government or gathered or analyzed by it in the course of the Contract in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, not to authorize or permit others to do so. The Contractor shall take all reasonable measures necessary to prohibit access to such information by any such person other than those Contractor employees needing such information to perform the work. i.e., on a "need-to-know" basis. The Contractor shall immediately notify the COTR in the event it is determined or has reason to suspect a breach of this requirement.
- b. The Contract shall require that all employees, consultants, or subcontractor personnel sign a confidentiality and nondisclosure affidavit agreeing to safeguard the confidentiality of all information gathered or provided to them hereunder as an integral condition of their employment.
- c. The Contractor shall provide the COTR with plans and procedures to ensure the confidentiality and physical security of information gathered or provided hereunder. The Government reserves the right to review and approve all security safeguards instituted to comply with the requirements of the clause.

H.4 USE AND DISSEMINATION OF CONTRACT DATA AND INFORMATION

Without the prior written consent of the Contracting Officer, the Contractor shall not use or disseminate any data, information or results acquired as a result of performing work under this contract for purposes other than accomplishing this contract. Contractor requests to use or disseminate such data, information or results for purposes other than performing work under this contract, shall be submitted directly to the Contracting Officer and include 2 copies of all material (data or information) being proposed for other use or dissemination. The Contracting Officer shall make a decision on the Contractor's request to use or disseminate the data or information, in written form within 30 days, oral form within 15 days and for Congressional purposes within 10 days.

H.5 RELEASE OF INFORMATION

Work performed under this Contract may involve access to information, including specification, cost estimates

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and other sensitive data. Consequently, the Contractor and subContractor(s) (including individual employees thereof) shall not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this Contract, whether orally or in writing, to any person except:

- a. FAA personnel with a "need to know" who have signed a non-disclosure form or
- b. Employees of the Contractor with a "need to know" who have signed a nondisclosure form or;
- c. Such other person as may be designated in writing by the CO and who have signed a non-disclosure form.

H.6 FAA INTERNAL REVIEWS OF CONTRACTOR PERFORMANCE

Notwithstanding the requirement that price must always be assessed, by the Contracting Officer, as being reasonable, the FAA places a high value on the Contractor providing a high level of quality support in performing this contract. This FAA emphasis, on the importance of quality performance, initiated in awarding this contract, will be ongoing during the duration of this contract. Accordingly, the FAA may periodically, as subsequently scheduled by the Contracting Officer, conduct formal internal reviews focused on assessing the quality of the Contractor's performance. The Contracting Officer will share the summary results of these ongoing reviews with the Contractor as a means of providing ongoing feedback on the FAA's perception of Contractor performance. Should these reviews disclose a pattern of poor performance, lack of adherence to contractual requirements, negligence or other unfavorable FAA INTERNAL REVIEWS OF CONTRACTOR PERFORMANCE trends, the FAA may terminate or, not exercise options in, this contract. Additionally, completed FAA internal review reports of Contractor performance will be maintained in the FAA's past performance database, which may be used by other Federal, State and local Government personnel in future procurements.

H.7 CONTRACTOR WORK AND MANAGEMENT

All work under this contract shall be performed and managed in a skillful, efficient, and professional manner. The Contractor shall ensure that the requisite labor categories and skill levels are appropriate for this effort. It is the sole responsibility of the Contractor to phase, schedule, and plan work under this contract in order to meet all requirements within the Statement of Work.

H.14 SUBCONTRACTORS/CONSULTANTS

Before employment of any subcontractor/consultant under this contract, the Contractor shall obtain the agreement of the Contracting Officer. The advance notification for consent to subcontract shall be submitted, in writing, to the Contracting Officer. In requesting such agreements, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, but not be limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of reimbursement. The Contracting Officer has sole responsibility for approving subcontracts and consultant agreements.

The Contractor is authorized to use the following subcontractors or consultants in the performance of this effort:

SUBCONTRACTORS/CONSULTANT'S NAME AND ADDRESS

TBD

H.16 GOVERNMENT SUPPORT/LIAISON AGREEMENTS

The Government may contract for support services to assist in technical reviews of the Contractor's efforts and products under this Contract. Government contracted support services personnel assisting in technical review of Contractor efforts may attend meetings between the Contractor and the Government, observe and participate with Government personnel in function and performance tests, and have access to the Contractor's facilities as related to any effort under this Contract; however, no Government contracted support services personnel providing above assistance have the authority to issue directions to the Contractor or effect changes to the Contract.

The Contractor agrees to cooperate with the Government support personnel by engaging in technical discussions, and permitting access to information and data relating to technical and schedule matters concerning

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this contract to the same degree such access is accorded Government project personnel. Listed below are the initial names of Government support providers. The Government reserves the right to add or delete providers from this list. In such event, the LAAS Contractor will be notified by the Government.

A = ADDED
D = DELETED
R = REVISED