

Date: \_\_\_\_\_

**EXHIBIT A****GOVERNMENT PROVISIONS  
APPLICABLE TO  
PRIME CONTRACT (RFP) F33657-02-R-0001**

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. Government clauses cited elsewhere in the contract shall be those in effect on 5/01/02.

**FAR/DFARS  
Reference****Title**

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|---------------|--|
| [ ] 52.204-2  | Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.) |
| [ ] 52.208-1  | Required Source for Jewel Bearings and Related Items (Applies only if items to be delivered contain such items.)<br><b>[Pre 1/97]</b>                |
| [ ] 52.208-8  | Helium Requirement Forecast and Required Sources for Helium (JUN 97) (Applicable only if helium is required for contract performance.)               |
| [ ] 52.211-5  | Material Requirements (AUG 00) ("Contracting Officer" means Buyer.)  |
| [ ] 52.211-5  | New Material ("Contracting Officer" means Buyer.) <b>[Pre 10/97]</b>   |
| [ ] 52.211-7  | Other Than New Material, Residual Inventory and Former Government Surplus Property ("Contracting Officer" means Buyer.) <b>[Pre 10/97]</b>           |
| [ ] 52.211-15 | Defense Priority and Allocation Requirements (SEP 90)  |
| [X] 52.212-5  | Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (FEB 2000)                                       |

The following clauses apply:

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| [ ] 52.215-15 | Pension Adjustments and Asset Reversions (DEC 98) ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if contract is other than firm-fixed-price or if certified cost or pricing data was provided.)               |
| [ ] 52.215-18 | Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other than Pensions (OCT 97) (Applicable only if the contract is other than firm-fixed price or if certified cost or pricing data was provided.)                            |
| [ ] 52.215-19 | Notification of Ownership Changes (OCT 97)  |
| [ ] 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 97). [Contracting Officer shall mean Buyer in subparagraph (a).]  |
| [ ] 52.215-26 | Integrity of Unit Prices (Excluding paragraph (c)) <b>[Pre 2/97]</b>  |
| [ ] 52.215-27 | Termination of Defined Benefit Pension Plans ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if contract is other than firm-fixed-price or if certified cost or pricing data was provided.) <b>[Pre 10/97]</b> |
| [ ] 52.215-40 | Notification of Ownership Changes <b>[Pre 10/97]</b>  |

- 52.219-8 Utilization of Small Business Concerns (OCT 99)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
- 52.222-21 Prohibition of Segregated Facilities (FEB 99) (Certification required. The clause is to be included in every subcontract or purchase order subject to the equal opportunity clause.)
- 52.222-26 Equal Opportunity (FEB 99) [Subparagraphs (b)(1) through (11)]
- 52.222-29 Notification of Visa Denial (FEB 99)
- 52.222-41 Service Contract Act of 1965, as amended (MAY 89) (If your supplier will be performing work covered by the Service Contract Act.)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97) (Applies only if hazardous material will be delivered)
- 52.223-7 Notice of Radioactive Materials (JAN 97) (In paragraph (1) insert "sixty (60)" before "days".)
- 52.223-11 Ozone Depleting Substances (JUN 96)
- 52.224-1 Privacy Act Notification (APR 84) (Applies only if the contract involves the design, development or operation of a system of records on individuals.)
- 52.224-2 Privacy Act (APR 84) (Applies only if the contract involves the design, development or operation of a system of records on individuals.)
- 52.225-8 Duty-Free Entry (FEB 00)
- 52.225-10 Duty-Free Entry (APR 84)
- 52.225-11 Restrictions on Certain Foreign Purchases (AUG 98) ("Contracting Officer" means Buyer.)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 00) ("Contracting Officer" means Buyer.)
- 52.227-1 Authorization and Consent (JUL 95)
- 52.227-1, Alt. I Authorization and Consent (JUL 95, APR 84)
- 52.227-3 Patent Indemnity (APR 84)
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84) (Applies only if contract will involve access to classified information)
- 52.227-11 Patent Rights - Retention by Contractor (Short Form) (JUN 97) (Applies only if Special Provision F.1 is included and Seller is a small business or non-profit organization.)
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97) [Applies only if Special Provision F.1 is included. If Seller is a small business or nonprofit organization, include FAR 52.227-11, Patent Rights - Retention by the Contractor (Short Form), in such subcontract or purchase order instead of this clause.]
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (OCT 88) (Applies only if work will be performed in New Mexico. The contract is cost reimbursement and involves acquisition of tangible personal property.)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 94)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements" (APR 84) (Applies if work will be performed on a military installation. "Contracting Officer" means Buyer.)

- 52.236-13 Accident Prevention (NOV 91) ("Contracting Officer" means Buyer.)
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation  
(APR 84) (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
- 52.242-15 Stop Work Order (AUG 89) ("Contracting Officer" means Buyer)
- 52.243-1 Changes - Fixed Price (AUG 87) - Alternate I (APR 84), Alternate III (APR 84)
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 98)
- 52.246-23 Limitation of Liability (FEB 97) (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
- 52.246-25 Limitation of Liability -- Services (FEB 97) (This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97)
- 252.204-7000 Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91)
- 252.215-7000 Pricing Adjustments (DEC 91)
- 252.223-7001 Hazard Warning Labels (DEC 91)
- 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 94)  
(Applies only if contract involves ammunition or explosives.)
- 252.223-7003 Change in Place of Performance -- Ammunition and Explosives  
(DEC 91) (Applies only if DFARS 252.223-7002 applies.)
- 252.223-7005 Hazardous Waste Liability (OCT 92) (Applies only if work will be performed on a Government installation.) **[Pre 2000]**
- 252.223-7006, Alt. I Prohibition on Storage and Disposition of Toxic and Hazardous Materials (APR 93)
- 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 91)
- 252.225-7009 Duty-Free Entry--Qualifying Country Supplies (End Products and Components) (AUG 00)
- 252.225-7010 Duty-Free Entry--Additional Provisions (AUG 00)
- 252.225-7012 Preference for Certain Domestic Commodities (AUG 00)
- 252.225-7014 Preference for Domestic Specialty Metals, Alt. I (MAR 98) (Applies only if contract item contains specialty metals.)
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 91) (Applies only if hand or measuring tools will be delivered.)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (AUG 98) (Applies only if contract item contains ball or roller bearings.)

- 252.225-7016 Restriction on Acquisition of Anti-Friction Bearings **[Pre 3/96]**
- 252.225-7017 Prohibition on Award to Companies Owned by the People's Republic of China (FEB 99)
- 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (JUN 97) ("Contracting Officer" means Buyer. Applies only if a contract item contains such carbon fiber.)
- 252.225-7023 Restriction on Acquisition of Carbonyl Iron Powders **[Pre 2/94]**
- 252.225-7024 Restrictions on Acquisition of Night Vision Image Intensifier Tubes and Devices (DEC 91)
- 252.225-7025 Foreign Source Restrictions **[Pre 6/97]**
- 252.225-7025 Restriction on Acquisition of Forgings (JUN 97) (Applies only if delivered items could contain forging items)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments  
(DEC 91)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate (OCT 92)
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 98)
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (DEC 91)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.243-7001 Pricing of Contract Modifications (DEC 91)
- 252.243-7002 Requests for Equitable Adjustment (MAR 98)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (MAR 00)
- 252.235-7003 Frequency Authorization (DEC 91) (Applies only if contract involves developing, producing, testing or operating a device requiring radio frequency authorization.)
- 252.239-7000 Protection Against Compromising Emanations (DEC 91)  
(Applies only if classified information will be processed.)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 91). This clause applies only if this contract requires securing telecommunications.
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (FEB 97)
- 252.245-7001 Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.
- 252.246-7000 Material Inspection and Receiving Report (DEC 91)
- 18-52.216-89 Allowable Cost and Payment **[Pre 10/96]**
- 18-52.219-74 Use of Rural Area Small Businesses (SEP 90)

- 18-52.223-70 Safety and Health (MAR 97) (Applies if contract involves use of hazardous materials or operations, or if it exceeds \$1,000,000.)
- 18-52.223-71 Frequency Authorization (DEC 88) (Applies only if the contract involves the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.)
- 18-52.227-70 New Technology (NOV 98) (Applies only if the contract involves experimental, developmental or research work.)
- 18-52.228-72 Cross Waiver of Liability for Space Shuttle Services (SEP 93)
- 18-52.228-76 Cross Waiver of Liability for Space Station Operations (DEC 94)
- 18-52.228-78 Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (SEP 93)
- 18-52.243-72 Equitable Adjustments (APR 98) ("Government" means Buyer.)
- 18-52.245-70 Contractor Requests for Government-Owned Equipment (JUL 97) ("Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.
- 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property **[Pre 9/96]**
- 18-52.245-73 Financial Reporting of NASA Property in the Custody of Contractors  
(SEP 96)
- 18-52.246-73 Human Space Flight Item (MAR 97)
- 18-52.247-71 Protection of the Florida Manatee (MAR 89) (Applies only if work will be performed in Florida.)

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

- 52.222-20 Walsh-Healey Public Contracts Act (DEC 96)
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 98)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 99)

**The following clause also applies if the contract price exceeds \$25,000:**

- 52.246-25 Limitation of Liability - Services **[Pre 2/97]**

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91) (Seller's signed proposal provided the required certification.)

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 97) (The disclosures of Seller and its lower tier subcontractors required by paragraph (c) shall be submitted to Buyer's Material Representative.)
- 52.215-2 Audit and Records-Negotiation (JUN 99) (Applies only if contract is other than Firm-Fixed-Price, if cost or pricing data was required or if cost, funding or performance reports will be furnished.)
- 52.215-14 Integrity of Unit Prices (OCT 97) (Excluding paragraph (b)). (Not applicable if only services will be provided.)
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 00)
- 52.223-2 Clean Air and Water (APR 84) (Also applicable if Seller's facility has been the subject of a conviction under the Clean Air Act or Federal Water Pollution Control Act.)
- 52.223-14 Toxic Chemical Release Reporting (OCT 96) (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) means Buyer.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96) (This clause applies only if this contract exceeds the simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)
- 52.246-24 Limitation of Liability -- High-Value Items (Feb 1997) (This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer. This clause can be used only at the request of the supplier and with the advance written consent of the Contracting Officer.)
- 52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels  
(JUN 97)
- 52.248-1 Value Engineering (FEB 00) [excluding subparagraph (f)]. (This clause applies only if this contract is for \$100,000 or more. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 99) (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.)
- 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INT) Treaty (NOV 95)
- 252.247-7023 Transportation of Supplies by Sea (MAR 00) (In paragraph (d) "45 days" is changed to 60 days.)
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 00) "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer.
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (DEC 96) In paragraph (e), "two weeks" is changed to 10 days.)
- 18-52.244-70 Geographic Participation in the Aerospace Program (APR 85)

**The following clauses also apply if the contract price exceeds \$500,000:**

- 52.215-39 Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions. (Applicable only if certified cost or pricing data is provided.) **[Pre 10/97]**
- 52.219-9 Small Business Subcontracting Plan (OCT 99) (Applies only if Seller is not a small business. "Contracting Officer" in paragraph (c) means Buyer.)
- 52.230-2 Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000. Per 52.230-6(e)(1), self-deleting clauses shall not be used.)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000. In paragraph (c), "Government" shall mean Government.
- 52.230-6 Administration of Cost Accounting Standards (NOV 99) (Add "Buyer and "before "Contracting Officer" in paragraph (e).) (This clause applies only if FAR 52.230-2 or -3 is contained in the prime contract.)
- 252.225-7026 Reporting of Contract Performance Outside the United States" (MAR 98) (not applicable if only commercial products are involved.) (This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.)
- 252.249-7001 Notification of Substantial Impact on Employment **[Pre 12/96]**
- 18-52.219-75 Small Business Subcontracting Reporting (MAY 99)
- 18-52.219-76 NASA 8 Percent Goal (JUL 97)

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

- 252.210-7003 Acquisition Streamlining **[Pre 12/91]**
- 252.211-7000 Acquisition Streamlining (DEC 91)
- 252.225-7032 Waiver of United Kingdom Levies (OCT 92)

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

- 52.227-14 Rights in Data - General (JUN 87)
- 52.227-16 Additional Data Requirements (JUN 87)
- 252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95)
- 252.227-7016 Rights in Bid or Proposal Information (JUN 95)
- 252.227-7018 Restrictive Markings on Technical Data **[Pre 6/95]**
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 95)
- 252.227-7026 Deferred Delivery of Technical Data (APR 88)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 88)
- 252.227-7029 Identification of Technical Data **[Pre 6/95]**

- 252.227-7030 Technical Data - Withholding of Payment (MAR 00) (This clause applies only if the delivery of data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)
- 252.227-7036 Certification of Technical Data Conformity **[Pre 1/97]**
- 252.227-7036 Declaration of Technical Data Conformity (JAN 97)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 99)
- 252.246-7001 Warranty of Data (DEC 91) ("Contracting Officer" means Buyer.)
- 18-52.227-11 Patent Rights - Retention by the Contractor (short form) (Applies only if the contract involves experimental, developmental or research work and Seller is a small business or nonprofit organization.)
- 18-52.227-14 Rights in Data -- General (Undated)
- 18-52.227-71 Requests for Waiver of Rights to Inventions (APR 84)

**The following Air Force FAR Supplement clauses are applicable as indicated:**

- 5352.204-9000 Notification of Government Security Activity (MAY 96) (Applies only if work will be performed on a Government installation.)
- 5352.223-9001 Safety and Accident Prevention (Applies only if work will be performed on a Government installation.) **[Pre 6/97]**
- 5352.223-9001 Health and Safety on Government Installations (JUN 97) (Applies only if work will be performed on a Government installation.)

**Additional Provisions:**

- PRICING OF ADJUSTMENTS. **[do not check if DFARS 252.243-7001 is checked above]** When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, or when the allowability of costs under this contract are to be determined, determination of such costs shall be in accordance with FAR Part 31.
- DEFENSE PRIORITY RATING. If a defense priority rating is identified on the face of this contract, this is a rated order certified for national defense use and the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700). Including accepting or rejecting this contract in writing within ten working days after receipt of DO rated or five days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.
- ANTI-KICKBACK PROCEDURES. Seller agrees to abide by the Anti-Kickback Act of 1986 (41 U.S.C. 51 through 58) and FAR 52.203-7, "Anti-Kickback Procedures" which is incorporated herein by reference, except that subparagraph (c)(1) of FAR 52.203-7 shall not apply to Seller, and further that in subparagraphs (c)(2), (c)(3), and (c)(5), the term "Contractor" shall mean Seller, and in subparagraph (c)(4) the term "Prime Contractor" shall mean Buyer and the term "Subcontractor" shall mean Seller. In addition to reporting possible violations of the Anti-Kickback Act to the Government pursuant to 41 U.S.C. §57(c), Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the Division Counsel of the Boeing division or subsidiary issuing this contract. Seller agrees to hold Buyer harmless from, defend Buyer against, and indemnify Buyer for all costs, expenses, and offsets Buyer may incur as a consequence of violations of this clause by Seller or by Seller's subcontractors or suppliers. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of, this order.
- TRUTH IN NEGOTIATIONS ACT. (Applicable if certified cost or pricing data was provided.) Seller shall comply with the provisions of FAR 52.215-10 and 52.215-12 which are incorporated herein by reference to the extent such clauses are or become applicable to this contract. In the absence of other instructions, Seller shall submit cost or pricing data for changes which exceed the established threshold consistent with the cost or pricing data instructions applicable to the proposal for this contract. Seller shall reimburse the Buyer any amount by which this contract is determined by the Government to have been overpriced because of Seller's or Seller's subcontractor's failure to comply with such provisions plus any interest, fines or other penalties imposed upon the Buyer as a result of the Seller's or the Seller's subcontractor's defective pricing.

- [ ] TRUTH IN NEGOTIATIONS ACT - Modifications. (Applies if certified cost or pricing data was not provided.) Seller shall comply with the provisions of FAR 52.215-11 and 52.215-13 which are incorporated herein by reference to the extent such clauses are or become applicable to this contract. In the absence of other instructions, Seller shall submit cost or pricing data for changes which exceed the established threshold consistent with the cost or pricing data instructions applicable to the proposal for this contract. Seller shall reimburse the Buyer any amount by which this contract is determined by the Government to have been overpriced because of Seller's or Seller's subcontractor's failure to comply with such provisions plus any interest, fines or other penalties imposed upon the Buyer as a result of the Seller's or the Seller's subcontractor's defective pricing.

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A = ADDED

D = DELETED

R = REVISED