

Date: March 1999**EXHIBIT A**

**GOVERNMENT PROVISIONS
 APPLICABLE TO
 PRIME CONTRACT F61521-99-C-5001**

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 in October 1998.

<u>FAR/DFARS Reference</u>	<u>Title</u>
52.204-2	Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.215-15	Pension Adjustments and Asset Reversions (OCT 97) ("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)
52.222-1	Notice of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-29	Notification of Visa Denial (APR 84)
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.)
52.225-11	Restrictions on Certain Foreign Purchases (AUG 98) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (JUL 95)

- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 84)
(Applies only if work is performed outside the United States.)
- 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)
- 52.244-5 Competition in Subcontracting (DEC 96)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 98)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 97)
- 252.204-7000 Disclosure of Information (DEC 91)
- 252.215-7000 Pricing Adjustments (DEC 91)
- 252.225-7012 Preference for Certain Domestic Commodities (SEP 97)
- 252.231-7000 Supplemental Cost Principles (DEC 91)
- 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 95)

The following clause also applies if the contract price exceeds \$2,500:

- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98)

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

- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 98)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 98)

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

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 52.215-2 Audit and Records-Negotiation (AUG 96) (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.)

- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96) ("Contracting Officer" means Buyer.)
- 252.203-7001 Special Prohibition on Employment (JUN 97)
- 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 (NOV 95)

The following clause also applies if the contract price exceeds \$500,000:

- 252.225-7026 "Reporting of Contract Performance Outside the United States.

(MAR 98) (Not applicable if only commercial products are involved.)

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 Health and Safety on Government Installations (JUN 97) (Applies only if work will be performed on a Government installation.)
- 5352.242.9000 Contractor Access to Air Force Installations (MAY 96)

The following USAFE FAR Supplement clauses apply if work will be performed in Europe:

- 5352.204-9100 Communications Security Review (JUL 84)

All communications with Department of Defense (DOD) organizations are subject to communication security (COMSEC) review. Seller personnel are advised that telecommunication networks are continually subject to intercept by unfriendly intelligence organizations. The United States Air Force (USAF) is authorized to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, USAF organizations. Therefore, civilian contractor personnel are advised that at any time they place a call to, or receive a call from, any USAF organization, they are subject to COMSEC procedures. The Seller will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official information.

- 5352.215-9103 Continued Performance During War or States of Emergency - Services and Construction (MAR 96)

For the purposes of this clause, the country designations are Germany, England, and Italy.

5352.225-9101 Relations with Host Country (JAN 89)

In the interest of assuring and maintaining the highest order of foreign and diplomatic relations in the host country, the contractor is enjoined from having any direct or indirect negotiations, dealings, agreements, business or entreaties with officials of the host government which would have a direct effect upon accomplishing or performing this contract, and which could be construed by the host government or host country citizens as having been officially or unofficially sanctioned, approved or constructively condoned by the US government. Contacts by the Seller relating to the above shall be through appropriate US government channels as prescribed by the contracting officer. Specifically excluded from the prohibition herein set forth are incidental daily contacts of the contractor or his employees which they may reasonably be expected to have in the normal course of travel, daily work, labor disputes, customs, clearances and passport control.

5352.225-9103 Logistics Support (JAN 97)

(a) The categories of logistics support listed in paragraph (b) will be provided to authorized contractor employees and their dependents to the extent these services are available at the location where the contract is to be performed and as authorized by current applicable Air Force and European theater regulations, by current applicable international agreements and arrangements, by current policies, and the local installation commander. Lack of availability of any of these services shall not serve as a basis for claims by a contractor against the Government for increased cost of contract performance.

(1) Authorized Contractor Employees for countries other than Germany. An authorized contractor employees is defined as an employee who: (i) has been hired as a consequence of this contract; (ii) is employed at least 40 hours per week on this contract; (iii) employed in the United Kingdom or Italy; and (iv) a national citizen of or an ordinary resident of the United States, provided that the employee is not also a British or Italian resident (i.e., a dual citizen); or (v) a United States citizen or a citizen of a NATO country other than the United Kingdom or Italy and provided that the employee is not an ordinary resident of the United Kingdom or Italy. The determination of an employee's status with respect to being an "ordinary resident" will be made by the contracting officer, in conjunction with their servicing legal division.

(2) Authorized Contractor Employees in Germany. An authorized contractor employee in Germany is defined as an employee who: (i) has been hired as a consequence of this contract serving the US Forces exclusively and (ii) qualifies as a technical expert pursuant to Article 73 of the North Atlantic Treaty Organization (NATO) Status of Forces Supplementary Agreement. Determination of Article 73 Technical Expert status is made solely by HQ USAFE, only after completion of the pre-award consultation process provided in the following paragraphs. Contracting officers are not authorized to make these determinations.

(b) Pre-Solicitation Action. Contracting organizations contemplating the utilization of Article 73 Technical Experts will, as soon as possible in the

contract formation process but in no case later than the date the proposed procurement appears in the Commerce Business Daily, furnish the information required in (1) through (7) to HQ USAFE.

(1) A short, easily understood description of the nature and scope of the work to be performed under the contract, avoiding the use of acronyms, for translation into German and transmittal to German authorities.

(2) Places of performance.

(3) Anticipated contract award date.

(4) Anticipated period of performance.

(5) Estimated total number of contractor employees (all nationalities).

(6) Estimated total number of Article 73 Technical Experts.

(7) A short, easily understood description of the type of work to be performed by technical experts, avoiding the use of acronyms, for translation and transmittal to German authorities.

(8) The contracting officer must allow for thirty days prior to final award for HQ USAFE coordination with German authorities on the utilization of Article 73 Technical Experts. This could result in a determination by HQ USAFE that the proposed contract will not support any or some of the Article 73 Technical Expert positions anticipated. If any negative determination is received, the solicitation shall be amended to specify that technical expert status will not be granted.

(9) The contracting officer will ensure the solicitation requires that the offeror include specific information in the offer regarding the anticipated number of Article 73 Technical Experts and the duties to be performed by each. The solicitation will also specify that job descriptions for proposed Article 73 Technical Experts will be required before contract award if not submitted with the offer.

(c) Pre-Award Action. Before contract award or issuance of intent to exercise an annual option, contracting officers will forward the information in (c)(1) to:

HQ USAFE/LGC Unit 3050, Box 110, APO AE 09094-0110

Fax Number: DSN 480-2025/9875; Commercial 011-49-6371-47-2025/9875

e-mail: usafe.lgc.tes@ramstein.af.mil

Who will, in consultation with the German authorities, determine whether individuals proposed for Article 73 Technical Expert status qualify as

such. The information in previous paragraphs (A)(1) through (A)(7) shall be included, if not previously submitted for pre-solicitation consideration. Until this determination is made and communicated to the contracting officer, award will not be made. HQ USAFE will make every effort to complete the review within thirty days. If this determination cannot be made within thirty days, HQ USAFE will consult with the contracting activity regarding options.

(1) Required Information:

(i) Name of contractor (for apparent successful bidder-offerer).

(ii) Contract number and expiration date (update after award if necessary).

(iii) Full names of proposed technical experts, citizenship, social security and passport numbers, the number of family members if individual logistic support of family members is authorized in the contract, anticipated or actual arrival date in Germany, and specific geographic location.

(iv) Period of accreditation required (the granting of technical expert status is done initially for one year and renewed annually thereafter).

(v) The specific package of logistical support included in the contract, a copy of the front page of the contract (SF 26, Award/Contract, or other cover sheet), a copy of that portion of the contract that addresses individual logistical support and privileges.

(vi) APO address of the sponsoring activity to which the accreditation letter would be forwarded. This will be the military organization to which the contractor will be attached for administrative and operational control.

(vii) Job title, security clearance required, a detailed job description, and the salary range for the position each individual will fill.

(viii) A resume or curriculum vitae setting forth the education and job-related training and experience for each employee designated to fill a technical expert position.

(ix) A statement of whether or not the proposed technical experts have ever held a work permit in the Federal Republic of Germany.

(x) A statement of whether the proposed technical experts have ever been present in Germany for more than ninety days and if so in what capacity.

(d) Because technical experts are accredited to a specific position, contracts must also require contractors to notify the cognizant administrative contracting officer (ACO) when any reportable change occurs in a technical expert's status. A "reportable change" occurs when an accredited technical expert leaves the position in which he is accredited, even if he moves to another position under the same

contract. ACOs will transmit reportable changes to HQ USAFE/LGC who will in turn notify the German authorities.

(e) The following listed services will be made available, to the extent possible, to authorized contractor's employees and authorized dependents of a contractor employee.

(1) Commissary (includes rationed items).

(2) AAFES facilities (includes military exchange, theater, food concessions, etc.).

(3) Class Six (alcoholic beverages, includes rationed items).

(4) Customs exemptions and duty-free importation of household goods in accordance with (insert applicable country) custom clearance regulations covering personal property of US contractor personnel.

(5) Local government transportation for official government business (non-tactical vehicle).

(6) Local Services (morale, welfare, and recreation).

(7) Military banking services, accounting and finance services, credit union.

(8) Military Postal Services. DoD 4523.6-M, Volume I, DoD Postal Manual, specifically outlines procedures required prior to approval of military postal service privileges for US contractors. In addition to contracting agencies limiting the extent of postal support to that which meets the approval of the appropriate major overseas command, the military departments concerned, and the MPSA, the provisions for postal support in contracts must be reviewed and approved by USAFE Air Postal Squadron (USAFE AIRPS/CC) and MPSA prior to the signing of the contract. When approved, a copy of the contract must be provided to the military post office by the contracting officer or a designated representative.

(9) Mortuary Service. In the event of death of such employee or authorized dependents, the US government shall provide such assistance as is necessary, including, but not limited to, embalming preparation of remains for shipment, and furnishing of transfer care of the expeditious handling of such remains. The cost incurred through the assist rendered by the US government in handling of such remains shall be reimbursed to the US government by the contractor in accordance with applicable regulations and directives.

(10) Officer and non-commissioned officer clubs.

(11) Privately owned vehicle (POV) license.

(12) POV registration.

(13) Purchase of petroleum and oil (POL) products.

(14) Transient billets. NOTE: Transient billets may be authorized on a space-available basis after all other eligible personnel have been billed.

(15) Messing facilities at remote sites (only on a reimbursable basis).

(16) Army continuing education services.

(17) Chapel services.

(18) Dependent schools (On a space-available, tuition-paying basis).
NOTE: Dependent schools are not authorized on a space-required basis for contractor personnel.

(19) Emergency medical and dental services on a reimbursable basis.

(i) Transportation incidental to medical and dental treatment may be provided by the US Air Force under the following conditions:

(ii) In emergencies, transportation in US government ambulances may be furnished by the US government at no cost.

(iii) Transportation by air for medical reasons may be furnished by the US government. The cost of such transportation to the contractor will be at the rate provided in the international rate book if the service is on a regular (routine flight schedule). The contractor will not be reimbursed by this contract for this transportation. This paragraph shall also apply in the event of the death of a US employee or dependent and where transport of remains will be involved.

(20) PET/Firearm registration and control.

(21) Law enforcement (limited to accident investigation and on-scene interpreters, if required).

(f) Abuse of Privileges. The contractor will include a provision in his employment agreement with his employees to provide for disciplinary action, or discharge for cause, of the employee for any abuse of privileges authorized to herein. The US government retains the right to withdraw privileges as a result of contractor employee abuse at no additional cost to the US government. This provision in no way will prohibit disciplinary action or legal prosecution by either the US government or the host country government. Services or privileges may be denied on an individual basis at the discretion of the installation commander.

(g) The contractor shall assure that upon termination or transfer of any employee who is granted services identified above, action is taken simultaneous with the termination of employment to assure that said employee ceases to have access to the above services. The contractor shall assure that identification passes or other documents pertinent to or

peculiar to the contract or privileges thereunder are turned over to the issuing office upon termination or transfer of any employee. The contractor shall require a written receipt of such return and shall immediately forward a copy to the contracting officer.

A = ADDED

D = DELETED

R = REVISED