

Date: November 2001

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT DTFA03-01-C-00032**

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 September 25, 2001.

<u>FAA Reference</u>	<u>Title</u>
3.5-1, Alt. I	Authorization and Consent (April 1996)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-6	Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-12	Notice of Employment of Former United States Government Employees (Service Contracts) (November 1997)
3.6.2-5	Certification of Nonsegregated Facilities (April 1996)
3.6.2-6	Previous Contracts and Compliance Reports (April 1996)
3.6.2-8	Affirmative Action Compliance (April 1996)
3.6.3-1	Clean Air and Water Certification (April 2000)
3.6.4-15	Buy American Act Certificate (July 1996)
3.2.2.3-29	Integrity of Unit Prices (April 1996)
3.10.1-9	Stop Work Order (October 1996)

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

3.6.2-4	Walsh-Healy Public Contracts Act (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)

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)
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3.6.1-4 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
(April 2000)

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

3.2.2.3-8 Audit and Records (April 1996)
3.2.2.3-37 Notice of Ownership Changes (April 1996)

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

3.5-11 Patent Rights - Retention by the Contractor (Long Form) (October 1996)
3.5-13 Rights in Data - General (October 1996)
3.5-15 Additional Data Requirements (April 1996)
3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)

Additional Provisions:

PRICING OF ADJUSTMENTS. 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.

SPECIAL CONTRACT REQUIREMENTS:

3.8.2-21 Key- Badge Requirements (August 1998)

The FAA may issue keys and badges to Seller personnel that require regular access to designated FAA work areas to perform contract work. The Seller shall assure that its personnel do not duplicate keys or use the keys and badges for other than the intended purpose which would be a violation of security procedures. Upon (1) contract completion, (2) contract termination, or (3) discontinuation of individual Seller personnel under the contract, the Seller shall immediately return the FAA badges and keys. The Seller shall return these items to the designated COTR. In the event the Seller fails to return all keys and badges, the FAA may withhold \$50 for each badge or key not returned. If the Seller does not return the badges or keys within thirty (30) days from the date the withholding action was initiated, the Seller shall forfeit the withheld amount.

3.13-6 Contractor Personnel Suitability Requirements (July 2000)

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the requirements and exceptions listed in Appendix 9, paragraph 8 of FAA Order 1600.1D pertain.

(c) Consistent with Appendices 3 and 9 of FAA Order 1600.1D, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position Risk Level

NONE IDENTIFIED

(d) Not later than [CO to insert information here] days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in Appendix 9 of FAA Order 1600.1D. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 7 of FAA Order 1600.1D, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

The Seller shall submit the required information with a transmittal letter referencing the contract number and this request to the Boeing Buyer.

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The Contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the

Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No Contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval of the forms. However, if this provision is added by modification to an existing contract, Contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within [CO to insert information] days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

(State any SSE conditions such as restricted access to sensitive information or facilities. Specify information or facilities. If the SSE imposes no conditions, state "None").

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)).

(h) The Contractor shall notify the Buyer and CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the Appendix 9, paragraph 8 requirements and exceptions do not apply.

3.13-7 Qualifications of Employees (July 2000)

The Seller will provide notice to the Buyer when any Seller employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Seller shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The Seller agrees to insert the terms that conform substantially to the language of this clause in all subcontracts under this contract.

3.13-8 Foreign Nationals as Contractor Employees (January 2000)

Each employee of the Seller shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

A = ADDED

D = DELETED

R = REVISED