

Because most Government solicitations have frequent changes to them, buyers should expect the requirements set forth in this PCS to change prior to the award of a prime contract under this program.

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT FA8106-05-R-0004**

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 December 17, 2004

FAR/DFARS

<u>Reference</u>	<u>Title</u>
52.215-15	Pension Adjustments and Asset Reversions (OCT 04) ("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)
52.219-8	Utilization of Small Business Concerns (MAY 04)
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 (APR 02) [Subparagraphs (b)(1) through (11)]
52.225-13	Restrictions on Certain Foreign Purchases (MAR 05) ("Contracting Officer" means Buyer.)
52.227-1	Authorization and Consent (JUL 95)
52.243-1	Changes - Fixed Price (AUG 87), Alt II (APR 84)
52.244-6	Subcontracts for Commercial Items and Commercial Components (DEC 04)
52.245-2	Government Property (Fixed Price Contracts) (DEVIATION) (MAY 04), Alternate I (DEVIATION) (APR 84)
52.246-23	Limitation of Liability (FEB 97)
52.246-25	Limitation of Liability -- Services (FEB 97)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 04)
252.215-7000	Pricing Adjustments (DEC 91)
252.225-7002	Qualifying Country Sources as Subcontractors (APR 03)
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)

Date: 8/19/05

252.245-7001 Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.

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 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)

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

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)

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 03) (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 if the contract is cost reimbursement, incentive, time-and-materials, labor hour, or price redeterminable type or any combination of these; if cost or pricing data was required; or if cost funding or performance reports will be furnished.)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). (A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)

52.228-5 Insurance - Work on Government Installation (JAN 97) (This clause applies only if work is to be done on a Government installation.)

52.246-24 Limitation of Liability -- High-Value Items (Feb 1997) ["Government's" shall mean Government's or Buyer's in paragraph (e).

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (DEC 04) (This clause 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.)

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (SEP 04). (Should be flowed down in DoD contracts to subcontractors when contract is for "other than commercial items" and exceeds \$100,000.)

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

52.230-2 Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to Cost Accounting Standards (CAS).

52.230-6 Administration of Cost Accounting Standards (APR 05) (Add "Buyer and "before "Contracting Officer" in paragraph (e).)

252.219-7004 Small, Small Disadvantaged and Women-Owned Business Small Business Subcontracting Plan (Test Program) (JUN 97)

252.225-7004 Reporting of Contact Performance Outside the United States. (APR 03)

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

252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95)

Date: 8/19/05

- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95)
- 252.227-7015 Technical Data--Commercial Items (NOV 95). This clause applies only if the delivery of data is required for commercial items under this contract.)

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

- 5352.204-9000 Notification of Government Security Activity (APR 03) (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.)

Additional Provisions:

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 fifteen (15) working days after receipt of DO rated or ten (10) 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.

A = ADDED
D = DELETED
R = REVISED