

Date: November 1999

EXHIBIT A

**GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT F19628-00-C-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 October 28, 1999.

<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.)
52.211-5	Material Requirements (OCT 97) ("Contracting Officer" means Buyer.)
52.211-15	Defense Priority and Allocation Requirements (SEP 90)
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)
52.219-8	Utilization of Small Business Concerns (JUN 99)
52.222-1	Notice of Labor Disputes (FEB 97) ("Contracting Officer" means Buyer.)
52.222-26	Equal Opportunity (FEB 99) [Subparagraphs (b)(1) through (11)]
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97) (Applies only if hazardous material will be delivered) (Paragraph (b), Material Identification No.: "None").

- 52.225-10 Duty-Free Entry (APR 84)
- 52.225-11 Restrictions on Certain Foreign Purchases (AUG 98) ("Contracting Officer" means Buyer.)
- 52.227-1, Alt. I Authorization and Consent (JUL 95, APR 84)
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84)
(Applies only if contract will involve access to classified information)
- 52.227-12 Patent Rights - Retention by Contractor (Long Form) (JAN 97) (Applies only if Special Provision F.1 is included and Seller is not a small business or non-profit organization.) (Paragraph (1), insert agency instructions for communications "See Section G Clause G014".)
- 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)
- 252.204-7000 Disclosure of Information (DEC 91) (Seller will submit requests for authorization through Buyer.)
- 252.215-7000 Pricing Adjustments (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.)
- 252.223-7006, 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) (MAR 98)
- 252.225-7010 Duty-Free Entry--Additional Provisions (MAR 98)

- 252.225-7012 Preference for Certain Domestic Commodities (MAY 99)
- 252.225-7014 Preference for Domestic Specialty Metals, Alt. I (MAR 98) (Applies only if contract item contains specialty metals.)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (AUG 98) (Applies only if contract item contains ball or roller bearings.)
- 252.225-7043 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)

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

- 52.222-20 Walsh-Healy 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 clauses also apply if the contract price exceeds \$100,000:

- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 95)
- 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.)

- 52.223-2 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.)
- 52.227-2 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.)
- 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)
- 252.225-7026 Reporting of Contract Performance Outside the United States (not applicable if only commercial products are involved.) (MAR 98) (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.)
- 252.249-7002 Notification of Proposed Program Termination or Reduction (DEC 96) In paragraph (e), "two weeks" is changed to 10 days.)

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) and if this contract exceeds \$500,000. Per 52.230-6(e)(1), self-deleting clauses shall not be used.)

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

- 252.211-7000 Acquisition Streamlining (DEC 91)

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)
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)
252.227-7019	Validation of Asserted Restrictions - Computer Software (JUN 95)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 88)
252.227-7030	Technical Data - Withholding of Payment (OCT 88) (This clause applies only if the delivery of data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)
252.227-7036	Declaration of Technical Data Conformity (JAN 97)
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 95)
252.246-7001	Warranty of Data (DEC 91) ("Contracting Officer" means Buyer.)

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.)
5352.237-9001	Contractor Identification (JUL 97)

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.

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.

Special Contract Requirements

ESC-H029 Pass Through Warranty (SEP 1999)

All commercial warranties purchased in support of this effort will be written in the name of the Government and the term of each warranty will commence upon delivery to the Government.

ESC-H030 Task Order (SEP 1999) (for T&M work)

(f) The Seller shall maintain sufficient accounting records for verification of the number of hours and categories of labor actually expended in performing work under this contract. It is further understood and agreed that these accounting records shall be available for Government review during the performance of the contract and until three (3) years after final payment under the contract. In the event that subcontract labor is included in the work, the provisions of this subparagraph shall be included in all applicable subcontracts.

ESC-H033**Use of Existing Government-Owned Special Tooling and Special Test Equipment (SEP 99)**

A. In the performance of this contract, the Seller is hereby authorized on a no charge basis, to use any special tools, jigs, fixtures, molds, dies, special test equipment and support tools heretofore acquired by Seller and accountable under, and/or authorized for use, on the following prime contracts, and presently in Seller's possession:

F19628-94-C-0047

F19628-95-C-0241

F19628-95-C-0041

F19628-97-C-0112

F34601-99-C-0003

F34601-97-C-0001

B. If the property provided to the Seller hereunder for performance of this contract is increased or decreased or does not remain available during the performance of this contract, or if any change is made in the terms and conditions under which they are made available, such equitable adjustments as may be appropriate will be made under the terms of this contract, unless such increase or decrease was contemplated in the establishment of the price of this contract.

C. The use of such property shall not interfere with the proper performance of the contracts for which the use of such property has been authorized. Further, the price of this contract shall not include the cost of such property or any allowance or charge to cover any depreciation or amortization of such equipment. The above list of prime contracts may be revised from time to time by administrative change. Any amendments to the list and or modification to the authorization for use herein shall be made in accordance with the provisions of the appropriate accountable contract. This contract shall bear the risk of loss, damage, or destruction of all the property in use in the performance of this contract.

5352.215-9008**Enabling Clause Between Prime Contractors and Service Contractors (JUL 97)**

(c) In the performance of this contract, the Seller agrees to cooperate with ABACUS TECHNOLOGY CORPORATION, DYNAMICS RESEARCH CORPORATION, HORIZONS TECHNOLOGY INCORPORATED, SUMARIA SYSTEMS INCORPORATED, WINDMILL INTERNATIONAL INCORPORATED, SENCOM CORPORATION, MCR FEDERAL INCORPORATED (MANAGEMENT, CONSULTING, AND RESEARCH FEDERAL INCORPORATED), EDSI INCORPORATED (ENGINEERING/DOCUMENTATION SYSTEMS INCORPORATED), AND MEI TECHNOLOGY CORPORATION by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Seller's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to

Seller's facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support contractor technical personnel.

(d) The Seller is required to comply with the response and access provisions of paragraph (c) above, subject to coordination with the Buyer. This provision is not intended to establish privity of contract between the Government or the service contractor(s) and the Seller.

A = ADDED

D = DELETED

R = REVISED