



**SPECIAL U.S. GOVERNMENT PROVISIONS**

**Program Description:**

**Prime Contract Number: N00019-09-C-0026**

**Prime Award Date: 12/31/2008**

**Prime Contract Mod:**

**Priority Rating: D0-A2**

**Prime RFP Number:**

**Prime Contract Type: FPIF**

Clause	Rev Date	Title / Clause Text / Comment	Applicability
52.202-1	7/14/2004	Definitions.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.203-3	4/1/1984	Gratuities.	This Order.
52.203-5	4/1/1984	Covenant Against Contingent Fees.	This Order.
52.203-6	9/1/2006	Restrictions on Subcontractor Sales to the Government.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.203-7	7/14/1995	Anti-Kickback Procedures.  Delete paragraph (c) (1). By acceptance of this Order, Seller certifies that it is in full compliance with the provisions of the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and Seller represents that it has not directly or indirectly provided, attempted to provide, or offered to provide, solicited, accepted, or attempted any kickback; i.e., money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind to/from any prime contractor or prime contractor employee for the purpose of improperly obtaining favorable treatment in connection with a proposed or awarded subcontract relating to a prime contract. In addition to any other remedies provided by law under this order, if Buyer is subjected to any liability as a result of Seller's or its lower tier subcontractors' failure to comply with the requirements of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (except profit) resulting from such failure.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.203-8	1/1/1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	This Order.
52.203-10	1/1/1997	Price or Fee Adjustment for Illegal or Improper Activity.	This Order.
52.203-12	9/1/2007	Limitation on Payments to Influence Certain Federal Transactions.  Seller shall obtain disclosure forms when applicable from subcontractors at all tiers. Seller shall forward its disclosure form and lower tier subcontractor's disclosure to Buyer ten (10) days prior to the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed.	This Order and Orders at all tiers if over \$100,000.
52.203-13	2/18/2008	Contractor Code of Business Ethics and Conduct  All disclosures of violation of the Civil False Claims Act or of Federal Criminal Law shall be directed to the Agency Office of the Inspector General, with a copy to the buyer. Contact buyer if assistance is required establishing ethics awareness and compliance program.	All orders over \$5M and a performance period of more than 120 days except for commercial items or foreign orders.

Clause	Rev Date	Title / Clause Text / Comment	Applicability
52.203-14	12/1/2007	Display of Hotline Poster(s).	All orders over \$5M except for commercial items or foreign orders.
52.204-2	8/1/1996	Security Requirements.	This Order and Orders at all tiers that involve access to classified information (except for commercial items).
52.204-7	4/1/2008	Central Contractor Registration.	This Order.
52.204-9	9/1/2007	Personal Identity Verification of Contractor Personnel.	All orders requiring routine physical access to a Federally-controlled facility or information system.
52.208-8	4/1/2002	Required Sources for Helium and Helium Usage Data.	This Order and Orders at all tiers that involve furnishing of a major helium requirement.
52.209-6	9/1/2006	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.  By acceptance of this Order, Seller certifies to the best of its knowledge and belief that Seller is not presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any Federal agency. Seller agrees to provide immediate notification to Buyer of any future ineligibility to receive Federal contracts after placement of this Order.	This Order if over \$30,000.
52.211-5	8/1/2000	Material Requirements.	This Order.
52.211-15	4/1/2008	Defense Priority and Allocation Requirements.	This Order if performed in the U.S., its possessions, or territories and a rated order.
52.215-21 Alt III	10/1/1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997)	This Order.
52.215-2	6/1/1999	Audit and Records – Negotiation.	This Order and Orders at all tiers if over \$100,000 and (1) if cost reimbursement, incentive, time and material, labor hour, or price-redeterminable type or combination of these; (2) for which cost or pricing data are required; or (3) that require the Seller to furnish reports as discussed in paragraph (c)

Clause	Rev Date	Title / Clause Text / Comment	Applicability
			of this clause (except for commercial items).
52.215-10	10/1/1997	Price Reduction for Defective Cost or Pricing Data.  This clause is applicable when certified cost or pricing data is required pursuant to FAR 15-403. The obligations which FAR clause 52.215-12 requires of subcontractors are required of Seller. Seller shall indemnify and hold Buyer harmless from any loss, damage, and/or expense, including burden and profit; incurred by Buyer as a result of Seller or its subcontractor's failure to comply with the requirements of FAR 52.215-12 and this clause including failure, upon reasonable notice from Buyer, to provide accurate, complete and current updated cost or pricing data as of all dates specified by Buyer. The price or cost and fee of this Order shall be reduced by the loss, damage, and/or expense, including burden and profit, incurred by Buyer and the Order shall be modified in writing as may be necessary to reflect such reduction. Seller shall immediately repay to Buyer any sums previously paid by Buyer which are in excess of the unit or total order price as reduced hereunder.	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified.
52.215-11	10/1/1997	Price Reduction for Defective Cost or Pricing Data – Modifications.  The provisions of this clause shall apply only if this Order is placed under a Government Prime or higher tiered subcontract. This clause is applicable when certified cost or pricing data is required for Order modification and FAR 52.215-10 is not applicable; the obligations which shall indemnify and hold Buyer harmless from any loss, damage and/or expense, including burden and profit, incurred by Buyer as a result of Seller or its subcontractor's failure to comply with the requirements of FAR 52.215-13 and this clause, including failure, upon reasonable notice from Buyer, to provide accurate, complete and current updated cost or pricing data as of all dates specified by Buyer. The price or cost and fee of this Order shall be reduced by the loss, damage, and/or expense including burden and profit, incurred by Buyer and the contract shall be modified in writing as may be necessary to reflect such reduction. Seller shall immediately repay to Buyer any such sums previously paid by Buyer which are in excess of the unit or total order price as reduced hereunder.	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified.
52.215-12	10/1/1997	Subcontractor Cost or Pricing Data.  The certificate required by paragraph (b) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified (except for commercial items).
52.215-13	10/1/1997	Subcontractor Cost or Pricing Data – Modifications.  The certificate required by paragraph (c) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer."	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified (except for commercial items).
52.215-15	10/1/2004	Pension Adjustments and Asset Reversions.	This Order if Seller submits cost or pricing data which is thereafter certified or which any

Clause	Rev Date	Title / Clause Text / Comment	Applicability
			preaward or post award cost determinations will be subject to FAR Part 31 (except for commercial items).
52.215-16	6/1/2003	Facilities Capital Cost of Money.	Applicable only if this Order is subject to the cost principles at FAR Subpart 31.2
52.215-18	7/14/2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	This Order and Orders and modifications at all tiers where Seller or Seller's subcontractors submit cost or pricing data which is thereafter certified or for which any preaward or postaward cost determinations will be subject fo FAR Part 31.
52.215-19	10/1/1997	Notification of Ownership Changes.	This Order if Seller submits cost or pricing data which is thereafter certified or which any preaward or postaward cost determinations will be subject to FAR Subpart 31.2 (except for commercial items).
52.215-20	10/1/1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.	This Order.
52.215-21	10/1/1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications.	This Order.
52.216-16	10/1/1997	Incentive Price Revision -- Firm Target.  Paragraphs (g) and (h) only.	This Order and Orders at all tiers if cost-type or fixed price incentive.
52.219-9 Alt II	10/1/2001	Small Business Subcontracting Plan.	This Order if over \$550,000 (\$1,000,000 for construction of any public facility) and performed in the U.S., its territories and possessions, District of Columbia, and the Commonwealth of Puerto Rico, including Orders with foreign suppliers manufacturing product back into such locations. (Small business concerns and commercial items are exempt).
52.219-8	5/1/2004	Utilization of Small Business Concerns.	This Order if over \$100,000 and performed in

Clause	Rev Date	Title / Clause Text / Comment	Applicability
			the U.S., its territories and possessions, District of Columbia, and the Commonwealth of Puerto Rico.
52.219-9	4/1/2008	Small Business Subcontracting Plan.	This Order if over \$550,000 (or \$1,000,000 for construction) unless supplier is a Small Business.
52.222-1	2/1/1997	Notice to the Government of Labor Disputes.	This Order and Orders at all tiers.
52.222-3	6/1/2003	Convict Labor.	This Order.
52.222-4	7/1/2005	Contract Work Hours and Safety Standards Act -- Overtime Compensation.  Seller shall indemnify and reimburse Buyer for any sum withheld from Buyer by the Contracting Officer because of the Seller's or its subcontractor's failure to comply with this clause.	This Order and Orders at all tiers over \$100,000 if performed in the U.S., its territories and possessions, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands, American Samoa, Guam, Wake Island and Johnston Island (except for commercial items).
52.222-21	2/1/1999	Prohibition of Segregated Facilities.	This Order if over \$10,000 (except for commercial items).
52.222-26	3/1/2007	Equal Opportunity.  Paragraphs (c)(1) through (c)(11) only.	This Order and Orders at all tiers over \$10,000 if performed in the U.S.
52.222-29	6/1/2003	Notification of Visa Denial.	This Order if over \$10,000.
52.222-35	9/1/2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era; all Orders of \$100,000 or more.
52.222-36	6/1/1998	Affirmative Action for Workers With Disabilities.	This Order if over \$10,000.

Clause	Rev Date	Title / Clause Text / Comment	Applicability
52.222-37	9/1/2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	This Order if \$100,000 or more (except for commercial items).
52.222-39	12/1/2004	Notification of Employee Rights Concerning Payment of Union Dues or Fees.	This Order and Orders at all tiers over \$100,000.
52.222-50	8/1/2007	Combating Trafficking in Persons.	This Order and Orders at all tiers involving the acquisition of services.
52.223-3	1/1/1997	Hazardous Material Identification and Material Safety Data.	This Order and Orders at all tiers involving hazardous material.
52.223-11	5/1/2001	Ozone-Depleting Substances.	This Order and Orders at all tiers involving supplies containing or manufactured with Class I or Class II ozone-depleting substances for containers of Class I or Class II ozone-depleting substances.
52.223-14	8/1/2003	Toxic Chemical Release Reporting.  Delete paragraph (e).	This Order if over \$100,000 (including all options) involving SIC designations of Major Groups 20 through 39 at FAR 19.102 (except for commercial items).
52.224-2	4/1/1984	Privacy Act.	This Order and Orders at all tiers requiring the design, development, or operation of a system of records on individuals (except for commercial items).
52.225-1	6/1/2003	Buy American Act—Supplies.	This Order.
52.225-5	1/1/2005	Trade Agreements.	This Order if greater than \$25,000.
52.225-8	2/1/2000	Duty-Free Entry.  U.S. Sellers are required to notify Buyer's contracting officer upon Seller's award of any Order to a foreign supplier involving	This Order and Orders at all tiers if over \$10,000 (except for commercial items).

Clause	Rev Date	Title / Clause Text / Comment	Applicability
		supplies eligible for duty-free entry. Such notification shall include the information required by the above clause and be directed to the buyer. Contact buyer for the total dollar value of the prime contract and the prime contract expiration data. NOTE: If U.S. Seller has been awarded a fixed-price Order based on providing a domestic end product or component, U.S. Seller cannot subsequently furnish a foreign end product or component (including a qualifying country end product or component) and receive a duty-free certificate without an appropriate reduction in Seller's Order price.	
52.225-13	6/1/2008	Restrictions on Certain Foreign Purchases.	This Order and Orders at all tiers (except for commercial items).
52.227-1	12/1/2007	Authorization and Consent.	This Order and Orders at all tiers if over \$100,000 except for when complete performance and delivery are outside the United States.
52.227-2	12/1/2007	Notice and Assistance Regarding Patent and Copyright Infringement.	This Order and Orders at all tiers if over \$100,000 (except for commercial items).
52.227-10	12/1/2007	Filing of Patent Applications--Classified Subject Matter.	This Order and Orders at all tiers that cover or are likely to cover classified subject matter (except for commercial items).
52.229-3	4/1/2003	Federal, State, and Local Taxes.	This Order.
52.230-2	4/1/1998	Cost Accounting Standards.  The certificate required by paragraph (b) is that set forth in FAR 15.406-2, substituting Buyer's name for "Contracting Officer".	This Order and Orders and modifications at all tiers where CAS is applicable (except for commercial items).
52.230-6	3/1/2008	Administration of Cost Accounting Standards.	This Order if subject to the clauses at FAR 52.230-2, 52.230-3, or 52.2305.
52.232-11	4/1/1984	Extras.	This Order.
52.232-16	4/1/2003	Progress Payments.	This Order except for commercial items.
52.232-17	6/1/1996	Interest.	This Order.

Clause	Rev Date	Title / Clause Text / Comment	Applicability
52.233-3	8/1/1996	Protest After Award.	This Order if fixed price.
52.233-4	10/1/2004	Applicable Law for Breach of Contract Claim.	This Order.
52.234-1	12/1/1994	Industrial Resources Developed Under Defense Production Act Title III.	This Order and Orders at all tiers for major systems and items of supply (except for commercial items).
52.234-4	7/1/2006	Earned Value Management System.	This Order if EVMS is a requirement.
52.242-1	4/1/1984	Notice of Intent to Disallow Costs.	This Order if cost-type or fixed price incentive.
52.242-2	4/1/1991	Production Progress Reports.	This Order.
52.242-13	7/1/1995	Bankruptcy.	This Order.
52.242-17	4/1/1984	Government Delay of Work.	This Order.
52.243-1	8/1/1987	Changes -- Fixed-Price.	This Order if fixed price.
52.243-6	4/1/1984	Change Order Accounting.	This Order if estimated cost of a change or series of related changes exceeds \$100,000.
52.243-7	4/1/1984	Notification of Changes. In paragraph (b), the time period = fifteen (15) days and in paragraph (d), the time period = fifteen (15) days.	This Order if over \$1,000,000.
52.244-2	6/1/2007	Subcontracts.	This Order and Orders at all tiers if: Cost-Reimbursement; or Letter Contract which exceeds \$100,000; or Fixed-Price which exceeds \$100,000 under unpriced contract actions (including unpriced

Clause	Rev Date	Title / Clause Text / Comment	Applicability
			modifications or unpriced delivery orders); or Time-and-Materials which exceeds \$100,000; or Labor-Hour which exceeds \$100,000.
52.244-6	3/1/2007	Subcontracts for Commercial Items.	This Order and Orders at all tiers for supplies or services other than commercial items.
52.245-9	6/1/2007	Use and Charges.	This Order if fixed price and seller utilizes Government property on other than a rent-free basis.
52.246-2 ALT 1	7/1/1985	Alternate I (Jul 1985). -- Inspection of Supplies -- Fixed-Price	This Order if fixed price and for supplies or services that involve the furnishing of supplies.
52.246-2	8/1/1996	Inspection of Supplies -- Fixed-Price.	This Order if fixed price and for supplies or services that involve the furnishing of supplies.
52.246-15	4/1/1984	Certificate of Conformance.	This Order if seller delivers directly to the government and a certificate of conformance is required.
52.246-16	4/1/1984	Responsibility for Supplies.	This Order.
52.246-24	2/1/1997	Limitation of Liability -- High-Value Items.	This Order.
52.246-25	2/1/1997	Limitation of Liability -- Services.	This Order.
52.247-30	4/1/1984	F.o.b. -- Origin, Contractors Facility.	If subcontractor performs move on behalf of prime.
52.247-55	6/1/2003	F.o.b. -- Point for Delivery of Government-Furnished Property.	This Order if Government-furnished property is furnished directly to the subcontractor.

Clause	Rev Date	Title / Clause Text / Comment	Applicability
52.247-63	6/1/2003	Preference for U.S.-Flag Air Carriers.  In the event that Seller selects a carrier other than a U.S. flag air carrier for international air transportation, Seller shall submit a certification to Buyer along with Seller's invoice certifying as follows: "I hereby certify that international air transportation of persons (and their personal effects) or property by U.S. flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons: (state reasons--see FAR section 47.403)."	This Order and Orders at all tiers involving international air transportation (except for commercial items).
52.247-68	2/1/2006	Report of Shipment (REPSHIP).	This Order if seller dropships Classified, Sensitive or Hazardous materials or ships a truckload/carload shipment of supplies weighing 20,000 pounds or more to a domestic government facility.
52.248-1	2/1/2000	Value Engineering.	This Order if \$100,000 or more (except for commercial items).
52.249-2	5/1/2004	Termination for Convenience of the Government (Fixed-Price).  "Sellers grant ATK the same rights as afforded the Government under this clause, substituting buyer's name for "Contracting Officer".	This Order.
52.249-8	4/1/1984	Default (Fixed-Price Supply and Service).  "Sellers grant ATK the same rights as afforded the Government under this clause, substituting buyer's name for "Contracting Officer".	This Order.
52.252-2	2/1/1998	Clauses Incorporated by Reference.	This Order.
252.203-7001	12/1/2004	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	This Order and Orders at all tiers over \$100,000 (except for commercial items).
252.204-7000	12/1/1991	Disclosure of Information.	This Order.
252.204-7004 Alt A	9/1/2007	Central Contractor Registration-Alt A	This Order.
252.209-7001	10/1/2006	Disclosure of Ownership or Control by the Government of a Terrorist Country.	This Order.

Clause	Rev Date	Title / Clause Text / Comment	Applicability
252.209-7002	6/1/2005	Disclosure of Ownership or Control by a Foreign Government.	This Order.
252.209-7004	12/1/2006	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country.	This Order if over \$25,000.
252.211-7000	12/1/1991	Acquisition Streamlining.	This Order and Orders at all tiers if over \$1,000,000 (except for commercial items).
252.211-7003	6/1/2005	Item Identification and Valuation.	If paragraph (c )(1) of this clause applies, the contractor shall include this clause in all subcontracts (at all tiers) issued under the contract.
252.225-7013	10/1/2006	Duty-Free Entry.	This Order and all tiers.
252.225-7014 Alt 1	4/1/2003	Preference for Domestic Specialty Metals (Deviation 2008-O0002)	This Order and Orders at all tiers containing specialty metals.
252.227-7013	11/1/1995	Rights in Technical Data--Noncommercial Items.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data or computer software.
252.227-7014	6/1/1995	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	This Order and Orders at all tiers requiring the delivery of noncommercial computer software or computer software documentation (except for commercial items).
252.227-7016	6/1/1995	Rights in Bid or Proposal Information.	This Order and Orders at all tiers (except for commercial items).
252.227-7017	6/1/1995	Identification and Assertion of Use, Release, or Disclosure Restrictions.	This Order.
252.227-7018	6/1/1995	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of noncommercial technical data or computer

Clause	Rev Date	Title / Clause Text / Comment	Applicability
			software (except for commercial items).
252.227-7019	6/1/1995	Validation of Asserted Restrictions--Computer Software.	This Order and Orders at all tiers requiring the furnishing of computer software (except for commercial items).
252.227-7025	6/1/1995	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data or computer software.
252.227-7028	6/1/1995	Technical Data or Computer Software Previously Delivered to the Government.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data or computer software or computer software documentation.
252.227-7030	3/1/2000	Technical Data--Withholding of Payment.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data.
252.227-7037	9/1/1999	Validation of Restrictive Markings on Technical Data.	This Order and Orders at all tiers requiring the development, acquisition, or delivery of technical data (except for commercial items).
252.229-7003	1/1/2002	Tax Exemptions (Italy).	This Order and Orders at all tiers.
252.232-7004	10/1/2001	DoD Progress Payment Rates.	No flowdown.
5252.2049504	1/1/2007	DISCLOSURE OF CONTRACT INFORMATION (JAN 2007) (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release. (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.	