

CUSTOMER CONTRACT REQUIREMENTS
MEMS LIDAR SYSTEM
CUSTOMER CONTRACT 1498577

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.219-9 Small-Business Subcontracting Plan (APR 2008). This clause applies only if this contract exceeds \$550,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (SEP 2010). This clause applies if this contract is \$100,000 or more.

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (MAY 2012). In paragraphs (c) and (d), the environmental point of contact is Buyer's Authorized Procurement Representative, and "Contracting Officer" is deleted. In subparagraph (c) (2) (i), October 31 is September 30. Add paragraph (e) as follows: Seller's acceptance of this contract signifies Seller's certification to the requirements of FAR 52.223-1.

52.223-3 Hazardous Material Identification and Material Safety Data Basic (JAN 1997), Alternate I (JUL 1995) . This clause applies only if Seller delivers hazardous material under this contract.

52.223-7 Notice of Radioactive Materials (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

52.223-15 Energy Efficiency In Energy-Consuming Products (DEC 2007).

52.225-1 Buy American Act- Supplies (FEB 2009). This clause applies if the Work contains other than domestic components. The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c).

52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies to contracts that requires work on a Government installation. In paragraph (b) and (b)2, "Contracting Officer" shall mean "Buyer". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". Seller shall provide and maintain insurance as set forth in this contract.

2. NASA FAR Supplement Clauses NASA Contracts. The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

1852.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies if FAR 52.219-9 is included in this contract.

1852.225-70 Export Licenses Basic (FEB 2000), Alternate I (FEB 2000) .

1852.227-86 Commercial Computer Software--Licensing (DEC 1987). This clause applies only if Seller's software will be delivered to NASA under licensing.

3. Commercial Items If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.222-26 Equal Opportunity (MAR 2007).

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52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

4. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

NEW MATERIAL

[CIS – 09/04]

(a) Definitions

(1) "Material," as used in this clause, includes, but is not limited to, raw material, parts, items, components, and end products.

(2) "New," as used in this clause, means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.

(3) "Other than new", as used in this clause, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned.

(b) Unless this Subcontract specifies otherwise, the Subcontractor represents that the supplies, are new and are not of such age or so deteriorated as to impair their usefulness or safety.

(c) If the Subcontractor believes that furnishing other than new material will be in Customer's interest, the Subcontractor shall so notify the Buyer in writing and request authority to use such material. The Subcontractor's notice shall include the reasons for the request along with a proposal for any consideration due Buyer if Buyer authorizes the use of other than new material.

DATA REMOVAL FROM COMPUTERS AND ELECTRONIC DEVICES

[CT, FP-NR&D, FP-R&D, CIS, LH/T&M, T&MC, FPC, CREI, A-E, RSA – 02/09] [NPR 2810.1A – 05/06]

The Seller shall archive all data required to be retained pursuant to the terms of this Contract. The Seller shall completely sanitize (e.g., overwrite, degauss or destroy) all media containing data in all computers and other electronic devices and permanently delete all non-transferable licensed software before such computers or other electronic devices leave the control of Seller by transfer or disposal. All data, including computer software, provided by JPL, derived from JPL data, or owned by the Government or JPL pursuant to this Contract shall be permanently deleted from Seller controlled computers or electronic devices before leaving the control of Seller. Seller shall submit to Buyer a written certification that the above sanitization requirements have been satisfied and the date of such action.