

CUSTOMER CONTRACT REQUIREMENTS
Tracking and Data Relay Satellite (TDRS) K
CUSTOMER CONTRACT 40-0175

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.

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006).

This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (JUL 1995). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000, has a period of performance of more than 120 days, and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.203-14 Display of Hotline Poster(s) (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.204-2 Security Requirements (AUG 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or

routine access to a Federally-controlled information system.

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (MAR 2009). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-11 Price Reduction for Defective Cost or Pricing Data -- Modifications (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

52.215-13 Subcontractor Cost or Pricing Data -- Modification (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-14 Integrity of Unit Prices (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Termination of Defined Benefit Pension Plans (OCT 1997). This clause applies only if this contract meets the applicability requirement of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (MAY 2004).

52.219-9 Small-Business Subcontracting Plan (NOV 2007).

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 and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance.

52.219-9 Small-Business Subcontracting Plan (OCT 2001). This clause applies only if this contract exceeds \$500,000 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 and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance.

52.222-1 Notice to the Government of Labor Disputes (FEB 1997). Contracting Officer shall mean Buyer.

52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

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

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006). This clause applies only if this contract exceeds \$100,000.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). 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."

52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

52.223-14 Toxic Chemical Release Reporting (AUG 2003). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.225-1 Buy American Act- Supplies (FEB 2009). This clause does not apply if this contract is placed under a Department of Defense contract.

52.225-8 Duty-Free Entry (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-13 Restriction on Certain Foreign Purchases (FEB 2006).

52.227-1 Authorization and Consent (DEC 2007).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer.

52.227-11 Patent Rights - Ownership by the Contractor (Dec 2007) as modified by NASA FAR Supplement 1852.227-11 (DEC

1899). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business concern or nonprofit organization.

52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

52.227-17 Rights in Data-Special Works (JUN 1987).

52.227-21 Technical Data Declaration, Revision, and Withholding of Payments-Major Systems (DEC 2007).

52.228-5 Insurance - Work on a Government Installation (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.

52.230-6 Administration of Cost Accounting Standards (APR 2005). Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, or H004 is included in this contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).

52.242-15 Stop-Work Order (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-5 Competition in Subcontracting (DEC 1996).

52.244-6 Subcontracts for Commercial Items (MAR 2007).

52.245-1 Government Property Alternate I (JUN 2007).

This clause applies only if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer. If the contract incorporates Boeing General Provision GP4, the Government-Owned Property article in GP4 is hereby deleted.

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause applies only if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

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.

1852.204-76 Security Requirements for Unclassified Information Technology Resources (MAY 2007). This clause applies if this contract meets the requirements of paragraph a. of this clause.

1852.208-81 Restrictions on Printing and Duplicating (NOV 2004).

1852.211-70 Packaging, Handling, and Transportation (SEP 2005).

1852.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.

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

1852.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business.

1852.223-70 Safety and Health Plan (APR 2002). This clause applies only if this contract exceeds \$1,000,000 or construction, repairs or alteration in excess of \$100,000, or it involve the use of hazardous materials or operations.

1852.223-74 Drug-and Alcohol-Free Workforce (MAR 1996). This clause applies to Seller if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

1852.225-70 Export Licenses (FEB 2000).

1852.227-70 New Technology (MAY 2002). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization..

1852.227-71 Requests for Waiver of Rights to Inventions (APR 1984).

1852.227-72 Designation of New Technology Representative and Patent Representative (JUL 1997). The new technology representative (if any) will be designated in this contract. This is applicable to this contract if it includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

1852.237-72 Access to Sensitive Information (JUN 2005).

1852.237-73 Release of Sensitive Information (JUN 2005). This clause applies only if Seller may be required to furnish sensitive information in performance of this contract. Throughout the referenced clause, "this proposal" means Seller's proposal, and "this contract" means the contract between Buyer and Seller.

1852.242-72 Observance of Legal Holidays (AUG 1992). This clause applies only if this contract requires work on a Government installation.

1852.242-73 NASA Contractor Financial Management Reporting (NOV 2004). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.

1852.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (JAN 2011). Seller will submit annual reports to Buyer no later than October 15th.

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:

52.219-8 Utilization of Small Business Concerns (MAY 2004).

This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds \$550,000 (\$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006). This clause applies only if this contract exceeds \$100,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004). This clause applies only if this contract exceeds \$100,000.

4. Cost Accounting Standards

52.230-2 Cost Accounting Standards (APR 1998). (1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998). (2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

5. Prime Contract Special Provisions

The following prime contract special provisions apply to this purchase order

40-0175 Special Provisions

CCR – 40-0175 Special Provisions 4/30/2008

Note: As used herein and throughout this document, the term Contractor shall mean “Seller” or “Supplier”, and Government or Contracting Officer shall mean “Buyer” or “Boeing”

A. **Duty-free Entry Supplies** (Dec 1988). This clause is incorporated by reference.

NOTE: The following supplies will be given Duty – Free Entry: (ALL SPACE FLIGHT HARDWARE)

B. **52.227-14 -- Rights in Data – General.** (Dec 2007) As modified by NASA FAR Supplement 1852.227-14 Alt II (Dec 2007) and Alt III (Dec 2007)

This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

C. **Applicability of Rights in Data – Special Works**

The “Rights in Data – Special Works” clause of this contract applies to the following aspects (or items):

All ground Segment documents/data, Space/Ground Interface documents/data, all payload design and test data/documents, and all operations products delivered to, or updated for, WSC. The only exception to the above shall be Commercial-Off-the-Shelf hardware or software. All other data requirements are subject to Clause 52.227-14, RIGHTS IN DATA – GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14.

D. **52.245-2 -- Government Property Installation Operation Services** (June 2007)

This Clause is incorporated by reference.

Note: Applies to Ground Subcontractors Only

E. 1852.234-2 Earned Value Management System (Nov 2006)

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that has been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines specified in the American National Standards Institute (ANSI) / Electronic Industries Alliance (EIA) – 748 Standard, Industry Guidelines for Earned Value Management Systems (current version at the time of award) to manage this contract; and

(2) Earned Value Management procedures that provide for generation of timely, accurate, reliable, and traceable information for the Contract Performance Report (CPR) required by the contract.

(b) If, at the time of award, the Contractor's EVMS has not been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines, or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in the ANSI/EIA-748 Standard (current version at the time of award), the Contractor shall apply the system to the contract and shall take timely action to implement its plan to obtain compliance/validation. The Contractor shall follow and implement the approved compliance/validation plan in a timely fashion. The Government will conduct a Compliance Review to assess the contractor's compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Contracting Officer may take remedial action, that may include, but is not limited to, a reduction in fee.

(c) The Government will conduct Integrated Baseline Reviews (IBRs). Such reviews shall be scheduled and conducted as early as practicable, and if a pre-award IBR has not been conducted, a post-award IBR should be conducted within 180 calendar days after contract award, or the exercise of significant contract options, or within 60 calendar days after distribution of a supplemental agreement that implements a significant funding realignment or effects a significant change in contractual requirements (e.g., incorporation of major modifications). The objective of IBRs is for the Government and the Contractor to jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(d) Unless a waiver is granted by the Cognizant Federal Agency, Contractor proposed EVMS changes require approval of the Cognizant Federal Agency prior to implementation. The Cognizant Federal Agency shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the Cognizant Federal Agency, the Contractor shall disclose EVMS changes to the Cognizant Federal Agency at least 14 calendar days prior to the effective date of implementation.

(e) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative. Access is to permit Government surveillance to ensure that the Contractor's EVMS complies, and continues to comply, with the EVMS guidelines referenced in paragraph (a) of this clause, and to demonstrate—

(1) Proper implementation of the procedures generating the cost and schedule information being used to satisfy the contract data requirements;

(2) Continuing application of the accepted company procedures in satisfying the CPR required by the contract through recurring program/project and contract surveillance; and

(3) Implementation of any corrective actions identified during the surveillance process.

(f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:

(1) For subcontracts with an estimated dollar value of \$50M or more, the following subcontractors shall comply with the requirements of this clause.

Offerors shall list all proposed major and critical subcontracts of \$50M or more.

Critical Subcontracts: Any subcontracts for the following are designated as critical subcontracts (WBS items down to level 3, if applicable): entire payload and/or any payload subsystem(s) (SOW and WBS 5.0), entire spacecraft and/or any spacecraft subsystems (SOW and WBS 6.0), the Spacecraft Emulator (SOW 6.13 and WBS 6.13), Real-Time Command and Telemetry System (SOW 9.9 and WBS 9.9), and/or KA-Band End-to-End Test System (SOW 9.10 and WBS 9.10). Any subcontracts for ground modifications (regardless of tier) with a cumulative value of \$5M or more are designated as critical subcontracts. Any subcontracts (regardless of tier or dollar value) single access antenna reflectors, and/or COMSEC work are also designated as critical subcontracts.

Major Subcontracts: Any subcontract that equals or exceeds 10 percent of the target cost of each priced CLIN (10 percent of the target cost for the basic contract or 10 percent of each option).

General Dynamics C4 Systems

(2) For subcontracts with an estimated dollar value of less than \$50M, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

Offerors shall list all proposed major and critical subcontracts less than \$50M.

Critical Subcontracts: Any subcontracts for the following are designated as critical subcontracts (WBS items down to level 3, if applicable): entire payload and/or any payload subsystem(s) (SOW and WBS 5.0), entire spacecraft and/or any spacecraft subsystems (SOW and WBS 6.0), the Spacecraft Emulator (SOW 6.13 and WBS 6.13), Real-Time Command and Telemetry System (SOW 9.9 and WBS 9.9), and/or KA-Band End-to-End Test System (SOW 9.10 and WBS 9.10). Any subcontracts for ground modifications (regardless of tier) with a cumulative value of \$5M or more are designated as critical subcontracts. Any subcontracts, (regardless of tier or dollar value) single access antenna reflectors, and/or COMSEC work are also designated as critical subcontracts.

Major Subcontracts: Any subcontract that equals or exceeds 10 percent of the target cost of each priced CLIN (10 percent of the target cost for the basic contract or 10 percent of each option).

General Dynamics Advanced Information Systems

Lockheed Martin Information Systems and Global Services

(g) If the Contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline (OTB) or Over Target Schedule (OTS), the Contractor shall submit to the Contracting Officer a request for approval to begin implementation of an OTB or OTS. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the reprogramming adjustment. The Government will approve or deny the request within 30 calendar days after receipt of the request. Failure of the Government to respond within this 30-day period constitutes approval of the request. Approval of the deviation request does not constitute a change, or the basis for a change, to the negotiated cost or price of this contract, or the estimated cost of any undefinitized contract actions.

F. CONTRACTING OFFICER'S VISITS

(a) Access to Facilities:

The Buyer, the Buyer's customer representatives, and the Buyer's consultants shall be afforded the right to verify at the Supplier's facilities and the sub-tier suppliers' facilities that the product conforms to specified requirements. The work activities, operations, and documentation performed by the supplier and his sub-tier suppliers, and vendors are subject to evaluation, review, audit, and inspection by government-designated representatives from

GSFC, the Government Inspection Agency (GIA), or an Independent Assurance Contractor (IAC).

Additionally, supplier and his sub-tier suppliers, and vendors shall grant access to National Aeronautics and Space Administration (NASA) and NASA representatives for conducting an assessment or survey upon notice. The supplier shall provide resources, including acceptable work area within the facility, to assist with the assessment or survey with minimal disruption to work activities.

(b) Flow Down to Sub-tier Suppliers:

The Supplier shall flow down the requirements of this specification to sub-tier suppliers/vendors and verify compliance.

(c) Access to Sub-tier Suppliers:

The Supplier shall provide the Buyer, the Buyer’s customer representatives the Buyer’s consultants and, if applicable, Buyer-furnished equipment suppliers access to those activities, reviews and documentation at sub-tier suppliers.

G. DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

| <u>Title</u> | <u>Office Code</u> | <u>Address (including zip code)</u> | |
|--------------------------------------|---------------------|-------------------------------------|------|
| New Technology Representative 504 | Greenbelt, MD 20771 | Goddard Space Flight Center | |
| Patent Representative 140.1 | Greenbelt, MD 20771 | Goddard Space Flight Center | Code |

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above named representatives are set forth in 1827.305 370 of the NASA FAR Supplement.

I. METRICATION

Seller shall comply with all requirements of NASA metrication policy in accordance with NASA Policy Directive (NPD) 8010.2D, "Use of SI (Metric) System of Measurement in NASA Programs," dated May 14, 2004. As permitted by this policy and approved by NASA, the following waivers have been granted:

Allow both English and metric units

J. NFS 1852.242-78 Emergency Medical Services and Evacuation (Apr 2001)

This Clause is incorporated by reference.

NOTE: This clause applies to the Ground Subcontract Only

K. MINIMUM INSURANCE COVERAGE (1852.228 75) (OCT 1988)

This clause is incorporated by reference.

NOTE: This clause applies to the Ground Subcontract Only

L. NFS 1852.245-71 Installation - Accountable Government Property (Sep 2007) (Deviation)

INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (SEP 2007) (Deviation)(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located

Identify Government property equipment that is no longer considered necessary for performance of the contract.

Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.

Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property

control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment L*.

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: Launch Services**.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

*Note: All property will be provided "as is". The Government assumes no liability regarding the condition or usability of the property.

** Note: The Government and a launch service provider normally provide full mission support starting approximately 30 months prior to launch.

(End of clause)

NOTE: This clause applies to the Ground Subcontract Only

M. NFS 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (Sep 2007) (Deviation)

N. LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1852.245-76) (Sep 2007)

For performance of work under this contract, the Government will make available Government property identified in Attachment AA, List of Government Furnished Property on a no-charge-for-use basis. The Contractor shall use this property in the performance of this

contract at the Contractor's and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

NOTE - This clause applies to the Ground Subcontract Only

O. Safety and Health Plan-Additional Requirements (GSFC 52.223-91) (Nov 2005)

P. SAFETY AND HEALTH PLAN – ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (Nov 2005)

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 18 52.223 70, the Contractor shall comply with the following:

Monthly health and safety report using NASA Incident Reporting Information System (IRIS). Specify incidents, disabling injuries, lost workdays incident rate, days lost, property damage cost, man-hours worked/month, and total employees. Access forms available at <ftp://ftp.hq.nasa.gov/forms/pdf/nhq224.pdf>. Until access is approved use template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail to Lisa.L.Cutler@nasa.gov. On an annual basis provide to Code 250 Safety Office a safety and health report that shall include: self-assessment survey of safety and health program, current EMR, RIR, and TRIR rates provided directly from the insurance carrier.

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Division, Code 250, Tel 301-286-6296 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of provision)

NOTE: This provision applies to the Ground Subcontract Only

Q. NFS 1852.245-70 Contractor Requests for Government-Provided Property (Sep 2007)

R. CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (Sep 2007) (Deviation)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of clause)

Note: This clause applies to the Ground Subcontractor only.

S. CONTRACTOR PERSONNEL-IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (Sep 2006)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 6 described in Attachment M, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards (badges) for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall proceed with Step 7 of Attachment M for PIV credentials for all onsite contract personnel with PIV cards. In addition, upon future written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment M for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: Locator and Information Tracking System (LISTS) Manager, and the Contracting Officer’s Technical Representative (COTR) of the Contractor’s designated LIST representative within 15 calendar days after award of this contract. The GSFC maintained LISTS contains work and home location and contact information for personnel that have permanent NASA/GSFC PIV cards. The Contractor may contact the LISTS Manager, Tel 301-286-2306 for assistance regarding LISTS.

(c) For each contract employee, the Contractor must complete and submit a GSFC Form 24 27, “LISTS Form. The form is available from GSFC Stores Stock or online via NASA and GSFC systems <http://gdms.gsfc.nasa.gov/gdmsnew/home.jsp>. The GSFC Form 24-27 must be signed by the COTR or the Contracting Officer. The COTR will resolve any housing or access issues, review the forms for accuracy and completeness, and return the signed forms to the Contractor. The Contractor shall forward the form(s) to the GSFC Security Division, Code 240, for subsequent data entry into the LISTS.

(d) The Contractor shall submit an annotated LISTS Report each month. The GSFC LISTS Manager will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

(1) Draw a line through the names of employees who are no longer employed by the Contractor or that no longer work onsite under the contract, and;

(2) Make handwritten changes to any other incorrect data.

The annotated LISTS Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: LISTS Manager, and to the COTR by the 10th calendar day of the month.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employ or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish

appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

NOTE: This clause applies to the Ground Subcontract Only

T. GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95)
(July 2007)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

(1) Coordinated Harassment/Discrimination Inquiry Guidelines

<http://internal.gsfc.nasa.gov/directives/security.html>

(2) GSFC Workplace Violence Announcement

http://gdms.gsfc.nasa.gov/gdmsnew/srv/GDMSNEWDatabaseObject?document_id=7727

(3) GMI 1152.9, Facilities Coordination Committee

(4) GPR 1600.1, GSFC Security Manual

(5) GPR 1700.1, Occupational Safety Program

(6) GPR 1700.2, Chemical Hygiene Plan

(7) GPR 1800.1, GSFC Smoking Guidelines

(8) GPR 1800.2, Occupational Health Program

(9) GPR 1860.1, Ionizing Radiation Protection

(10) GPR 1860.2, Laser Radiation Protection

(11) GPR 1860.3, Radio Frequency Radiation Safety

(12) GPR 1860.4, Ultraviolet and High Intensity Light Radiation
Protection

(13) GPR 2570.1, Radio Frequency Equipment Licensing

(14) GPD 8500.1, Environmental Program Management

(15) GPR 8710.2, Emergency Preparedness Program for Greenbelt

(16) GPD 8715.1, GSFC Safety Policy

(17) GPR 8715.1, Processing of NASA Safety Reporting System
(NSRS) Incident Reports

Copies of the current issuances may be obtained at <<http://gdms.gsfc.nasa.gov>> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

NOTE: This clause applies to the Ground Subcontract Only

U. PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78) (Sep 2007) (Deviation)

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory --

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

(i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

- (ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall --

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of --

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

V. OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (Sep 2007) (DEVIATION)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

NOTE: This clause applies to the Ground Subcontract Only

W. INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246 100) (July 2000)

In performance of this contract, the Contractor shall impose inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the

delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

X. SOFTWARE SOURCE AND EXECUTABLE CODE

Excluding source code of commercial software, source and executable code shall be delivered for the following systems:

1. The spacecraft flight software, for all items defined as software in the SOW. An initial delivery shall be made to support NASA's Independent Verification and Validation activity, per SOW 6.11.5. The final delivery shall be made 6 months prior to launch of the first spacecraft.
2. All modified or added ground software and firmware. The code shall be delivered and installed into the modified ground equipment. Formal software delivery on appropriate media shall be made on or before the time of Ground Terminal Provisional Acceptance.
3. All code associated with the TDRS K Program Spacecraft Emulator, the TDRS K Program Real-Time Command and Telemetry System, and the TDRS K Program Ka Band End-to-End Test System. Final delivery shall be made with the delivery of the systems 6 months prior to launch of the first spacecraft. The code shall be delivered installed in the systems and on appropriate media.

All code first developed under the contract by the Contractor or their subcontractors to satisfy requirements of end-items under this contract shall be delivered with unlimited data rights. All deliveries shall include memory maps, Version Description Documents, Updated Design Documentation, updated User's Manuals, and any procedures or instructions required to install the software. It shall also include any/all procedures, models, scripts, stubs, and parameters used to test, compile, or load the software. Any modifications made after final delivery date shall require re-delivery.

(End of text)

Y. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (Sep 2007) (Deviation)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook ([NASA-HDBK](#) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format: -

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:

Goddard Space Flight Center
Building 16W, Code 279
Greenbelt, MD 20771
Or Other Locations TBD

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

Z. PROPERTY MANAGEMENT CHANGES (1852.245-75) (Sep 2007) (Deviation)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

Gary Morris, Industrial Property Officer
Code 273, Building 16W, Room S61
8800 Greenbelt Road
Greenbelt, Maryland 20771

(End of clause)

AA. INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY

(a) The Contractor shall ensure that flight qualified assemblies and parts that are residual inventory under this contract are properly stored in a secure area that is certified for electrostatic discharge (ESD) handling. The parts shall be handled in accordance with electrostatic discharge (ESD) standards and procedures. The Contractor shall also maintain a system to ensure that the associated heritage, test, and qualification documentation is available and traceable to such individual items of inventory.

(b) In accordance with FAR Subpart 45.6 and FAR Clause 52.245-1, the Contractor shall identify any hardware, components or parts suitable for space flight or at any time such inventory is excess to the needs of this contract.

(c) Compliance with this clause is required until:

(1) The Government exercises its right under the Government Property clause of this contract and under FAR 45.6 to require delivery of any such inventory or the transfer of such inventory to another Government contract. [Flight qualified assemblies or parts remaining in residual inventory shall remain subject to this clause]; or

(2) The Contractor and the Government agree to, partly or completely, discontinue the requirements of this clause for specific items of flight qualified assemblies and parts; or.

(3) The period stated in this contract for the Contractor to maintain inspection records under the Inspection clause of this contract has expired.

(d) In the event of (c)(1) above, the delivered or transferred flight qualified inventory shall be accompanied by all data and records regarding the flight certification of each of item(s) comprising the flight qualified inventory for which the Government's right is exercised.

(e) When flight qualified inventory is no longer subject to this clause because of (c)(1), (c)(2) or (c)(3) of this clause, the designated flight qualified inventory item(s), shall subsequently be managed no more stringently than other Government property in accordance with FAR 52.245 Government property clauses.

(End of text)

BB. MAJOR/CRITICAL SUBCONTRACT—DESIGNATION AND MANAGEMENT

(a) For the purposes of this clause, "Major/Critical Subcontracts" are those subcontracts the failure of which would seriously jeopardize the successful completion of the TDRS K contract within the schedule and/or technical performance specifications. A "subcontract" is any contract, purchase order, material order, inter-organizational transfer, etc. that is a direct cost to the contract.

(b) Unless otherwise provided within this contract, the Contractor will be responsible for selecting subcontractors and effectively managing the subcontracts required in the performance of work hereunder. The Contractor will apply special management emphasis in surveillance of major/critical subcontractors' performance to provide reasonable assurance that contractual requirements will be met. In discharging this responsibility, the Contractor will establish, maintain, and use in the performance of this contract a subcontract management system that conforms to the minimum criteria set forth below. Specifically, the Contractor shall:

(1) Identify all major/critical subcontracts (as defined in paragraph (a) above) and notify the Contracting Officer of this identification in writing, indicating the areas and degree of risk involved. This notification shall be provided as soon as the Contractor identifies a major/critical subcontract.

(2) Require the major/critical subcontractors to identify at monthly time intervals existing and potential technical, quality, cost (when appropriate), and schedule problems and to propose solutions for their resolution. The Contractor will promptly notify the Contracting Officer of the problems and proposed solutions.

(3) Wherever feasible, encourage subcontractors to use commercial off the shelf hardware and software to meet a contractual requirement instead of development.

(3) Provide prompt notification to the Contracting Officer when a problem that is likely to have a significant adverse impact on technical, quality, cost or schedule performance develops on a major/critical subcontract.

(5) Within the Contractor's responsibility for the technical performance of subcontracts, provide technical assistance to major/critical subcontracts for problem solving when required.

(6) Establish a requirement for program reviews with major/critical subcontractors and invite the Contracting Officer and authorized representatives to attend these reviews. The Contractor shall also invite the Contracting Officer and authorized representatives to attend design reviews and problem solving meetings as observers.

(7) Include a provision in all subcontracts authorizing the Contracting Officer or authorized representative to visit the subcontractor facilities to review progress, and witness testing pertaining to the requirements of the subcontract.

(8) Provide any information requested by the Contracting Officer or authorized representative on subcontract performance.

- (9) Submit status information for major/critical subcontracts in program progress reporting that is specified in other provisions of this contract.
- (c) The Contractor's management of the subcontract effort will be continually reviewed by the Contracting Officer or authorized representative.
- (d) The following subcontracts/classes of subcontracts have been designated by the Contracting Officer as major/critical subcontracts:

Critical Subcontracts: Any subcontracts for the following are designated as critical subcontracts (WBS items down to level 3, if applicable): entire payload and/or any payload subsystem(s) (SOW and WBS 5.0), entire spacecraft and/or any spacecraft subsystems (SOW and WBS 6.0), the Spacecraft Emulator (SOW 6.13 and WBS 6.13), Real-Time Command and Telemetry System (SOW 9.9 and WBS 9.9), and/or KA-Band End-to-End Test System (SOW 9.10 and WBS 9.10). Any subcontracts for ground modifications (regardless of tier) with a cumulative value of \$5M or more are designated as critical subcontracts. Any subcontracts (regardless of tier or dollar value) for single access antenna reflectors, and/or COMSEC work are also designated as critical subcontracts.

Major Subcontracts: Any subcontract that equals or exceeds 10 percent of the target cost of each priced CLIN (10 percent of the target cost for the basic contract or 10 percent of each option).

- (e) The Contracting Officer may unilaterally designate additional subcontracts as "critical" or "major" without such action constituting a basis for adjustment to any other terms of the contract. Subcontractors may be removed, with the concurrence of the Contracting Officer, from the special management emphasis category when they are no longer viewed as critical.
- (f) Government oversight of the performance of major/critical subcontractors does not relieve the Contractor of any responsibility to manage the subcontracts effectively and efficiently. This surveillance is not intended to establish privity of contract between the Government and such subcontractors.

(End of text)

CC. NFS 1852.245-77 List of Installation - Accountable Property and Services (Jul 1997)

DD. LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77) (Jul 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
- (1) Equipment to be made available is listed in Attachment L. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.

- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Launch Services*
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

*The offeror shall identify required deliverables from the launch service provider with a schedule. Note: The Government and a launch service provider normally provide full mission support starting approximately 30 months prior to launch.

(End of clause)

NOTE: This clause applies to the Ground Subcontract Only

EE. SECURITY CLASSIFICATION REQUIREMENTS (1852.204-75) (Sep 1990)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment H.

(End of clause)

NOTE: This clause applies to the Ground Subcontract Only

FF. SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS

(This clause applies only if Seller is required to adopt a small business subcontracting plan similar to the plan agreed to between Buyer and the Government, i.e., it does not apply if Seller is authorized to, and chooses to, adopt a commercial plan.)

(a) Individual Subcontract Reports (ISRs)

Seller shall prepare and submit its Individual Subcontracting Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

(b) Summary Subcontract Reports (SSRs)

Seller shall prepare and submit Summary Subcontract Reports (SSRs) (formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

(c) Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that Seller submit ISR and SSR reports under the terms of the clause. These reports must be submitted as required by paragraphs (a) and (b) above. The reports may be submitted through Buyer or submitted directly.