

CUSTOMER CONTRACT REQUIREMENTS
GOES-R
CUSTOMER CONTRACT 4101184472

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.

52.203-7 Anti-Kickback Procedures (MAY 2014). 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, excluding subparagraph (c)(1), applies only if this contract exceeds \$150,000.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). This clause applies only if this contract exceeds \$150,000. 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 (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

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. (JAN 2011). 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.

52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (AUG 2012). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government CCR database in accordance with 52.204-7. The required information of 52.204-10 will be made public."

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.219-8 Utilization of Small Business Concerns (JAN 2011).

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.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-41 Service Contract Act of 1965 (NOV 2007). This clause applies only if this contract is subject to the Act.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-54 Employment Eligibility Verification (JUL 2012).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.223-11 Ozone Depleting Substances (MAY 2001).

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).

52.225-5 Trade Agreements (MAY 2012).

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.227-19 Commercial Computer Software License (DEC 2007).

52.244-6 Subcontracts for Commercial Items (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012) Alternate I (APR 2012). This clause applies 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.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a

construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller 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.

1852.219-76 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).

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) 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 work days incident rate, days lost, property damage cost, manhours worked/month, and total employees. Access form available at <ftp://ftp.hq.nasa.gov/forms/pdf/nhq224.pdf>. Until access is approved, use template available at <http://safety1st.gsfc.nasa.gov/forms/pdf/nhq224.pdf>.

(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.

1852.223-71 Frequency Authorization (DEC 1988). This clause applies only if this contract requires the development, production, construction, testing or operation of a device for which a radio frequency authorization is required.

1852.225-70 Export Licenses (FEB 2000).

1852.227-19 Commercial Computer Software- Restricted Rights (JAN 1980).

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.

GSFC New Technology Representative Code 504 Greenbelt, MD 20771

GSFC Patent Representative Code 140.1 Greenbelt, MD 20771

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

1852.228-76 Cross-Waiver of Liability for International Space Station Activities (OCT 2012).

1852.228-78 Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station (OCT 2012).

1852.237-71 Pension Portability (JAN 1997). This clause only applies if the criteria set forth in paragraph (b) of this clause have been met.

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.

1852.245-72 Liability for Government Property Furnished for Repair or Other Services (JAN 2011).

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.

1852.245-74 Identification and Marking of Government Equipment (JAN 2011). In paragraph (a), "Government" means Government or Buyer and "NASA Industrial Property Office" means Buyer or NASA Industrial Property Office if Seller delivered the equipment directly to the Government. Delete paragraph (d), and insert the following in lieu thereof: The data required in paragraph (c) and (d) of this clause should be delivered to Buyer, and to the NASA Center where Seller delivered equipment, if applicable.

(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

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

1852.246-73 Human Space Flight Item (MAR 1997).

1852.247-71 Protection of the Florida Manatee (MAR 1989). This clause applies only if this contract requires deliveries, vessel operations, dockside work, or disassembly functions that will involve use of waterways inhabited by manatees.

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:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (JAN 2011).

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.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-41 Service Contract Act of 1965 (NOV 2007). This clause applies only if this contract is subject to the Act.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-54 Employment Eligibility Verification (JUL 2012).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.244-6 Subcontracts for Commercial Items (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

52.245-1 Government Property (APR 2012) Alternate I (APR 2012). This clause applies 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.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller 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.

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

H. 21 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE (Applicable if your purchase order/subcontract is \$100,000 or more.)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractor's (1) are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) do not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) The contractor agrees that it shall make an immediate and full disclosure in writing to the NASA Contracting Officer and to the NOAA Contracting Officer, if both agencies are involved or if only one agency is involved then to the relevant agency, of any potential or actual organizational conflicts of interest that may cause a reasonably prudent person to question the contractor's impartiality because of bias or an unfair competitive advantage. Such disclosure shall include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Government may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(d) In the event the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, the Contracting Officer may terminate this contract for default.

(e) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid, neutralize, or mitigate such conflicts. Such prompt and full description shall be required for each actual or potential OCI.

(f) Subcontracts. (1) The contractor shall include a clause substantially similar to this clause, including paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(g) The contractor shall obtain from its subcontractor or consultants the disclosure required in FAR Part 9.5.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified by the subcontractor, the subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the prime contractor. If the subcontractor's

organizational conflict cannot be avoided, neutralized, or mitigated then the prime contractor must obtain the written approval of the contracting officer prior to entering into the subcontract.

(h) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof.

H.27 RELEASE OF DATA TO NOAA, NOAA's SUPPORT CONTRACTORS AND NOAA's CONTRACTORS FOR THE GROUND SYSTEM (Applicable for all purchase orders/subcontracts. "Contractor" means "Subcontractor" and "Contracting Officer" means "The Boeing Company.")

To accomplish GOES R series system requirements, NASA will provide data deliverable under this contract to the National Atmospheric and Oceanic Administration (NOAA), NOAA support contractors and NOAA's contractors for the Acquisition and Operations (A&O) phase of the GOES R Series Ground System..

NASA intends to provide NOAA, NOAA's support contractors and NOAA's A&O contractors with all requirements documents and other data submitted by the Contractor or otherwise produced under the contract. NOAA, NOAA's support contractors, and NOAA's A&O contractors will also attend reviews of the Contractor.

- (a) By submitting this proposal or performing this contract, the Contractor agrees that NASA may release the following data to NOAA, NOAA's support contractors and the NOAA A&O contractors under appropriate protected measures in furtherance of GOES R series system objectives:
 - (i) Deliverable data that includes information or data identified by the Contractor as not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information or other information or data that that may be sensitive or privileged, or otherwise marked as the Contractor's proprietary information.
 - (ii) Deliverable data that includes data identified as Limited Rights Data in accordance with FAR 52.227-14, Rights in Data –General—Alternate II.
- (b) The Contractor shall establish non-disclosure agreements (NDAs) with the NOAA support contractors and the A&O contractors regarding the handling of any data identified in paragraph (a).
- (c) The Contracting Officer will provide a list of the current NOAA support contractors and their subcontractors that are supporting NOAA GOES R series activities. The Contracting Officer will provide changes to this list as necessary.
- (d) The Contractor shall insert this clause, including this paragraph, suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of data as set forth in paragraph (a).