

**CUSTOMER CONTRACT REQUIREMENTS**  
**Basic and Applied Aerospace Research Technology (BAART)**  
**CUSTOMER CONTRACT NNL16AA04B**

**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 (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.

**52.203-7 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.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (MAY 2014). 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** (MAY 2014). 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. 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.

**52.203-11 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.

**52.203-14 Display of Hotline Poster(s)** (DEC 2007). This clause applies only if this contract exceeds \$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). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.

**52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards** (JUL 2013). 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."

**52.204-13 System for Award Management Maintenance** (JUL 2013).

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (AUG 2013). 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.

**52.215-2 Audit and Records - Negotiation** (OCT 2010). This clause applies only if this contract exceeds \$150,000 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. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

**52.215-2 Audit and Records - Negotiation Alternate II** (APR 1998). 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 Certified Cost or Pricing Data -- Modifications** (AUG 2011). 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 Certified Cost or Pricing Data -- Modifications** (OCT 2010). 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 2010). This clause applies except for contracts at or below \$150,000; 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 Pension Adjustments and Asset Reversions** (OCT 2010). This clause applies to this contract if it meets the requirements 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 Requirements for Certified Cost or Pricing Data and Data other than Certified Cost or Pricing Data-Modifications (Oct 2010) Alternate I** (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."

**52.215-23 Limitations on Pass-Through Charges.** (OCT 2009). This clause applies to all cost-reimbursement subcontracts that 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. If the contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (OCT 2014).

**52.219-9 Small-Business Subcontracting Plan** (OCT 2014). This clause applies only if this contract exceeds \$650,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10), the following information is provided: (1) The prime contract number is NNL16AA04B (2) Buyer's DUNS number is 622382401 and (3) Buyer's official responsible for acknowledging or rejecting the ISRs is (contact Buyer's authorized procurement representative.)

**52.219-9 Small-Business Subcontracting Plan Alternate II** (OCT 2001). (DEVIATION). 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 Business Subcontracting Plan Certificate of Compliance.

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

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26 Equal Opportunity** (APR 2015).

**52.222-35 Equal Opportunity for Veterans.** (JUL 2014). This clause applies only if this contract is \$100,000 or more.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUL 2014). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (JUL 2014). This clause applies if this contract is \$100,000 or more.

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

**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** (AUG 2013).

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.

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (AUG 2011).

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

**52.227-1 Authorization and Consent (Dec 2007) Alternate I** (APR 1984).

**52.227-11 Patent Rights -- Ownership by the Contractor** (MAY 2014). [As Modified by NASA FAR SUPPLEMENT 1852.227-11]. This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

**52.227-14 Rights in Data--General** (MAY 2014). ALT II (Dec 2007). ALT III (May 2014). [As modified by NFS 1852.227-14 Rights in Data- General) ALT IV (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.

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

**52.230-6 Administration of Cost Accounting Standards** (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

**52.232-39 Unenforceability of Unauthorized Obligations** (JUN 2013).

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors.** (DEC 2013). (DEVIATION). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

**52.244-6 Subcontracts for Commercial Items** (APR 2015). 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). 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.

**52.245-1 Government Property (Apr 2012) Alternate II** (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. Applicable to non-profit and educational institutions.)

**52.253-1 Computer Generated Forms** (JAN 1991).

**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.

**1852.203-71 Requirement to Inform Employees of Whistleblower Rights** (AUG 2014).

**1852.204-76 Security Requirements for Unclassified Information Technology Resources** (JAN 2011). This clause applies if this contract meets the requirements of paragraph b. of this clause.

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

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

**1852.223-72 Safety and Health (Short Form)** (APR 2002). This clause applies only if this contract exceeds \$3,000.

**1852.223-75 Major Breach of Safety or Security** (FEB 2002). This clause applies if this contract exceeds \$500,000. "Government" shall mean "Government or Buyer". "Contracting Officer" shall mean "Buyer".

**1852.225-70 Export Licenses** (FEB 2000).

**1852.225-71 Restriction on Funding Activity with China** (FEB 2012). In (c) "Contracting Officer" means Buyer.

**1852.227-70 New Technology - Other than a Small Business Firm or Nonprofit Organization** (APR 2015). 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..

**1852.227-72 Designation of New Technology Representative and Patent Representative** (APR 2015). This clause applies if this contract includes a "New Technology" clause or a " Patents Rights -- Retention by the Contract (Short Form)" clause.

**1852.227-86 Commercial Computer Software--License** (APR 2015). This clause applies only if Seller's software will be delivered to NASA under licensing.

**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.

**1852.242-73 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.

**1852.245-70 Contractor Requests for Government-Provided Equipment** (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.

**1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1** (JAN 2011).

**1852.245-78 Physical Inventory of Capital Personal Property** (JAN 2011).

**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 Section 1 above are deleted and the following FAR 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** (AUG 2013). 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** (OCT 2014).

**52.222-21 Prohibition of Segregated Facilities** (APR 2015).

**52.222-26 Equal Opportunity** (APR 2015).

**52.222-35 Equal Opportunity for Veterans.** (JUL 2014). This clause applies only if this contract is \$100,000 or more.

**52.222-36 Equal Opportunity for Workers with Disabilities** (JUL 2014). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (JUL 2014). This clause applies if this contract is \$100,000 or more.

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

**52.222-50 Combating Trafficking in Persons** (MAR 2015). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-50 Combating Trafficking in Persons Alternate I** (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

**52.222-54 Employment Eligibility Verification** (AUG 2013).

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.

**52.222-55 Minimum Wages Under Executive Order 13658** (DEC 2014). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

**52.225-26 Contractors Performing Private Security Functions Outside the the United States** (JUL 2013).

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors.** (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

**52.244-6 Subcontracts for Commercial Items** (APR 2015). 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). 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.

**52.245-1 Government Property (Apr 2012) Alternate II** (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

**A. LaRC 52.204-91 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (APRIL 2014)**

1. Applicable Definitions:

**Foreign National:** Any person who is not a U.S. citizen and who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a) (20) or any person who is not a protected individual as defined by 8 U.S.C. 1324b(a) (3). This also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

**Lawful Permanent Resident (LPR):** A non-U.S. citizen legally permitted to reside and work within the U.S. and issued a Resident Alien Identification (also known as a Green Card). LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4) LPRs are not prohibited from accessing export controlled commodities, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term "Permanent Resident Alien" (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

2. Requirements for Center Access for Foreign Nationals who are not LPRs: Access to the NASA Langley Research Center by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4, "Identity and Credential Management" and Interim Policy Regarding Foreign National Access Management, dated April 2, 2014. Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Foreign nationals who are not LPRs must be escorted by a NASA Civil Servant or permanently badged contractor employee at all times while on Center unless otherwise approved in writing by the International Visitors Coordinator (IVC).

3. Requirements for Center Access for LPRs:

a. Visit requests should be submitted directly to the Badge and Pass Office (BPO) using an LF-103. LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Seller employee LPRs are generally expected to be sponsored by the employing contractor.

- b. LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.
- c. LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.
- d. Seller management is responsible for ensuring credentials issued to LPRs sponsored by Seller are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for Seller.
- e. No Security Transfer Technology Control Plan (STTCP) is required for LPRs.
- f. LPRs on a work related, "need-to-know" basis are allowed access to export controlled commodities. It is incumbent on the Branch Head or Program Manager to appropriately determine who should have access to export controlled information. The Security Services Branch and the Center Export Administrator are available for guidance.
- g. LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.
- h. LPRs and non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times.

4. Violation of security policies by Seller personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against Seller. Additionally, violations may be criminal in nature and are subject to criminal prosecution.

#### **B. NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)**

1. The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.
2. The nature of this conflict may be in one or more of the following areas:
  - a. Conflicting roles that may bias Seller's judgment,
  - b. Unfair competitive advantage over other competitors, and
  - c. Unequal access to Government information in addition to other conflicts that may arise from the requirements in individual task orders issued against the contract.
3. The restrictions upon future contracting are as follows:
  - a. If Seller, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, Seller shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and Seller, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require Seller to prepare such specifications or statements of work under this contract.
  - b. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

#### **C. LaRC 52.227-96 ORGANIZATIONAL CONFLICTS OF INTEREST (JUNE 2012)**

1. For purposes of this clause, the term "Seller" shall include the prime contracting entity's parent, subsidiaries, divisions, and all affiliated companies that are under common control with such entity. In addition, Seller shall flow down this clause to all subcontractors.
2. Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest (OCI) early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award and task order award.
3. During the performance of this contract, Seller may encounter Organizational Conflicts of Interest addressed in FAR 9.5. More specifically, the Contracting Officer has determined and identified the following potential conflicts that Seller may encounter during performance of this contract. Seller may: set the ground rules for future competition; obtain access to information providing it with a competitive advantage; or be required to use subjective judgment/perform assessments of its own products or services or those of competitors.
4. Seller's Response to Proposed Task Orders: Within two working days of receipt of an RFP/PC causing a conflict to arise, Seller shall notify Buyer and provide a report of a potential conflict detailing:



- a. The nature of the conflict
- b. Plan for avoiding, neutralizing or mitigating the conflict
- c. The benefits and risks associated with acceptance of the plan

5. Government Response to a Report of a Potential Conflict: The Contracting Officer, through Buyer, will review the report and determine which of the following approaches is in the best interest of the Government and shall so advise Seller:

- a. Seller shall perform consistent with the contract
- b. Seller shall not perform the contract
- c. Buyer will modify the Contract to remove the identified conflict

6. Additional requirements: Any limitations on future contracting resulting from Seller's or its Subcontractor's performance of the contract requirements are identified in NFS 1852.209-71, Limitation of Future Contracting.

#### **D. IDENTIFICATION OF LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE**

The data required to be provided under this contract includes data that Seller may deliver with limited rights or restricted rights in accordance with Alternate II (paragraph (g)(2)) and/or Alternate III (paragraph (g)(3)(i)), to the Rights in Data-General clause of this contract. The deliverable data to which these Alternate(s) apply are as follows:

As specified in individual task orders

All other data required to be delivered under this contract are not subject to Alternates II and III of the Rights in Data-General clause.

#### **E. LaRC 52.246-99 ISO 9001: CERTIFICATION/REGISTRATION REQUIREMENTS QUALITY MANAGEMENT SYSTEM (CERTIFIED AT PROPOSAL SUBMISSION) (MARCH 2012)**

APPLIES TO ALL TECHNICAL TRACKS (Note: AS9100 certification meets this requirement.)

1. Seller's quality system shall be certified/registered to the current International Standard ISO 9001, Quality Management Systems Requirements.
2. Seller's quality system shall remain certified/registered to the ISO 9001 standard during the term of the contract. Seller shall notify Buyer within ten working days of any change in its ISO 9001 certification/registration status. Seller shall submit a copy of any updated ISO 9001 certificates to Buyer during the life of the contract. The Government and/or Buyer reserve the right to audit the Contractor's quality system at any time.
3. "Certified/Registered" as used in this clause means that Seller has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that have been audited by a 3rd party ISO 9001 Registrar and found to meet the requirements given in the above-cited International Standard.

#### **F. LaRC 52.246-103 AS9100 QUALITY MANAGEMENT SYSTEM CERTIFICATION/REGISTRATION REQUIREMENTS**

Performance of some task orders may require AS9100 certification. Any Seller that does not possess AS9100 certification at the time of task order solicitation issuance will not be eligible to compete for that particular task order performance.

1. Seller's quality system shall be certified/registered to the current SAE AS9100 standard, Quality Management Systems Requirements.
2. Seller's quality system shall remain certified/registered to the AS9100 standard during the term of the contract. Seller shall notify Buyer within ten working days of any change in its AS9100 certification/registration status. Seller shall submit a copy of any updated AS9100 certificates to the Buyer during the life of the contract. The Government and Buyer reserves the right to audit the Contractor's quality system at any time.
3. "Certified/Registered" as used in this clause means that Seller has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that have been audited by a 3rd party AS9100 Registrar and found to meet the requirements given in the above-cited Aerospace Standard.

#### **G. LaRC 52.246.105 CAPABILITY MATURITY MODEL INTEGRATION (CMMI) REQUIREMENTS (MARCH 2012)**

This clause applies if Seller will be performing software engineering.

1. Seller (including subcontractors) that will be performing software engineering shall have a non-expired rating at CMMI for Development (CMMI-DEV) Maturity Level 2 or higher for software, or Capability Level 2 or higher as measured by a Software Engineering Institute (SEI) authorized lead appraiser from an external organization in the following Process Areas:

- Requirements Management

- Configuration Management
- Process and Product Quality Assurance
- Measurement and Analysis
- Project Planning
- Project Monitoring and Control Supplier Agreement Management

2. Seller shall successfully complete a Standard CMMI Appraisal Method for Process Improvement (SCAMPI A) appraisal at Maturity Level 2 or higher for software, or Capability Level 2 or higher against the CMMI-DEV model and submit the appraisal results certifying a Level 2 rating for review and acceptance by Buyer within 9 months of contract effective date.

3. Seller shall maintain or upgrade its CMMI rating for the term of the contract and shall perform software engineering in accordance with the appraised process areas.

4. The Government and Seller reserve the right to audit Seller's CMMI processes at any time.

#### **H. LARC 52.223-95 USE OF HUMANS AS EXPERIMENT TEST SUBJECTS (MARCH 2015)**

This clause applies if Seller will be performing contract requirements that involve research utilizing human subjects.

1. Seller shall comply with the following Federal and NASA policy documents in order to accept and perform contract requirements involving research utilizing human subjects:

- a. 14 CFR 1230, "Protection of Human Research Subjects"
- b. NPD 7100.8, "Protection of Human Research Subjects"
- c. NPR 7100.1, "Protection of Human Research Subjects"
- d. LPR 7100.10, "Protection of Human Research Subjects"
- e. LAPD 1150.2, "Councils, Boards, Panels, Committees, Teams, and Groups"

2. Seller shall ensure that all human test subjects used in the conduct of experimental or research work (whether reimbursed or not for their participation) under this contract shall be covered by insurance or any other equivalent means of compensation against injury, illness, disease, loss or death as a direct result of the experimental or research work in which the test subjects participate.

#### **I. 19 LARC 52.204-92 REQUIREMENTS FOR ACCESS TO NASA LANGLEY RESEARCH CENTER (AUG 2014)**

1. Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13, requirements can be found at: <http://www.dhs.gov/real-id-public-faqs>. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at [LaRC-RealId@mail.nasa.gov](mailto:LaRC-RealId@mail.nasa.gov)

2. A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center. A list of non-compliant forms of state identification can be found in the PDF document titled "REAL ID Enforcement in Brief" located at: <http://www.dhs.gov/publication/real-id-enforcement-brief>

3. The following alternate forms of identification are accepted for NASA LaRC access:

- a. Federal employee badges,
- b. Passports,
- c. Military identification cards,
- d. Enhanced Driver's Licenses,
- e. U.S. Coast Guard Merchant Mariner Card,
- f. Native American tribal document,
- g. School identification accompanied by an item from List C (Documents that Establish Employment Authorization) from the "List of the Acceptable Documents" on Form I-9, which can be found at: <http://www.uscis.gov/i-9-central/complete-correct-form-i-9>.

4. Visitors without acceptable identity documents require an escort at all times while on the NASA Langley Research Center.

