

**CUSTOMER CONTRACT REQUIREMENTS**  
**GOES-R Program Definition Risk Reduction (PDRR)**  
**CUSTOMER CONTRACT 40-0165**  
**SOLICITATION NO. DG133E-05-RP-1034**

**CUSTOMER CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. 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 (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold 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.

52.203-10 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.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). By signing and returning its solicitation response, Seller is executing the certification included in this clause. The certification required by this clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) 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.

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

52.215-2 Audit and Records - Negotiation (JUN 1999). 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 \$550,000 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 – Modifications (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) 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 "The Boeing Company or any of its wholly owned subsidiaries".

52.215-15 Pension Adjustments and Asset Reversions (JAN 2004). 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 Postretirement Benefits Other Than Pensions (PRB) (OCT 1997). 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 Cost or Pricing Data or Information Other Than Cost or 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 (JAN 2002). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern.

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

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

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

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

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.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (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).

52.225-13 Restrictions on Certain Foreign Purchases (DEC 2003).

52.227-1 Authorization and Consent (JUL 1995).

52.227-1 Alternate I (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984). This clause applies only if this contract will involve access to classified information.

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

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.

52.227-14 Rights in Data — General (JUN 1987), ALT. III (JUN 1987). This clause applies only if data will be produced, furnished or acquired under this contract.

52.230-6 Administration of Cost Accounting Standards (APR 2005). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.

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

52.244-6 Subcontracts for Commercial Items (DEC 2004)

52.245-2 Government Property (Fixed Price Contracts) (MAY 2004). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

2. Department of Commerce Contracts. If this contract is placed under a National Oceanic and Atmospheric Administration (NOAA) contract, the following contract clauses are incorporated by reference from the Department of Commerce Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

The Commercial Acquisition Regulations website can be found at:

[http://oam.ocs.doc.gov/CAPPS\\_car.html](http://oam.ocs.doc.gov/CAPPS_car.html).

Department of Commerce Local Clauses can be found at:

[http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf).

1352.209-71 Organizational Conflict of Interest (MAR 2000).

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information and instituted a plan that mitigates the OCI.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential

conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

1352.233-70 Harmless From Liability (MAR 2000). In this clause, "Government" means "Government and/or Buyer".

1352.237-71 Security Processing Requirements For Contractor/ Subcontractor Personnel Working on a Department of Commerce Site (High Risk Contracts) (MAR 2000).

3. If goods or services being procured under this contract are for 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). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (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.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively. This clause only applies 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.

**4. Cost Accounting Standards**

(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.

(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.

(3) (Applicable if this contract incorporates clause H003). The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated August 1992.

(4) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated April 1996.

**5. The following prime contract special provisions apply to this purchase order:****A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this Contract.

**B. GOVERNMENT DIRECTION & INSIGHT**

(a) During performance of this contract, Government personnel (and its support contractors) may frequently be present at Seller's plant and have other contacts with Seller personnel. Additionally, Seller will be required to interact and cooperate with persons supporting various Government working groups. These Government personnel (and its support contractors) will advise Seller, review designs, and provide insight or clarifications from time to time; however, these personnel will not approve or disapprove designs and Seller shall not construe any insight or clarifications provided by these persons as direction.

(b) The presence and participation of Government officials at a review or other forum does not indicate Government acceptance or concurrence on any matter discussed at that setting, and does not in any way relieve Seller of responsibility for performance under this contract.

(c) Buyer shall be the only individual authorized to direct or redirect the effort or in any way modify any terms of this contract. Seller shall not rely on any direction or instruction from any other Government team member that is contrary to the contract or that increases or decreases the scope or price of the contract. Insight, clarification, and information provided to Seller by other members of the Government team is provided for Seller's benefit and use as it sees fit to accomplish its responsibilities under this contract.

**C. ENABLING CLAUSE FOR SELLER**

(a) The Government has entered into contracts with The Aerospace Corp., BAE Systems Information Technology, Mitre Corp., Integrity Applications Inc. (IAI), General Dynamics Advanced Information Systems, MIT Lincoln Laboratory, Tecolote Research Corporation, Mitretek Systems, Swales Aerospace, Chesapeake Aerospace, QSS Group Inc., Hammers Co., Honeywell Technology Solutions Inc, SGT Inc, and Muniz Engineering Inc. (MEI) for acquisition support services and general systems engineering and integration.

(b) General systems engineering and integration deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the Sellers' technical performance, through meeting with Seller and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk,

providing comments and recommendations in writing to the Government System Program Director as an independent technical assessment for consideration for modifying the program or redirecting the Seller's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) In the performance of this contract, Seller agrees to cooperate with the Government support contractors by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced from and excluding financial data; by delivering data as specified in the Contract Data Requirements List (CDRL); by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate personnel. Government support contractor personnel supporting this acquisition are authorized access to any technical information pertaining to this contract.

(d) Seller further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with Seller. This agreement does not relieve Seller of its responsibility to manage its subcontracts effectively and efficiently nor is it intended to establish privity of contract between Seller or its subcontractors and the Government or its support contractors.

(e) Government support contractor personnel are not authorized to direct Seller in any manner.

#### D. HANDLING OF DATA

(a) In the performance of this contract, it is anticipated that Seller may have access to, be furnished, or use data in the following categories (which may be technical data, computer software, administrative data, management information, or financial data (incl. cost or pricing data)):

- (1) Data of third parties which Buyer or the Government has agreed to handle under protective arrangements; and
- (2) Government data, the use or dissemination of which the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors, and licensees of such data, Seller agrees, with respect to any such third party or Government data whether or not marked with a restrictive legend, specifically identified in this contract, or otherwise identified by Buyer as being subject to this clause, to—

- (1) use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) allow access to such data only to those of its employees that require access for their performance under this contract; and
- (3) return or dispose of such data, as Buyer may direct, when the data is no longer needed for contract performance.

(c) Seller shall ensure its subcontracts include a data protection clause before releasing information to its subcontractors pursuant to (b)(1) above.

(d) In the event that data includes a legend that Seller deems ambiguous, inappropriate, or incorrect, Seller shall treat such data as indicated above unless otherwise directed after obtaining clarification from Buyer.

(e) Notwithstanding the above, Seller shall not be restricted in the use, disclosure, and reproduction of any data that—

- (1) is, or becomes, generally available or public knowledge without breach of this clause;

- (2) is known to, in the possession of, or developed by Seller independently of data made available under this contract;
  - (3) is rightfully received by Seller from a third party without restriction; or
  - (4) is required to be produced by Seller pursuant to a court order or other Government action.
- (f) If Seller believes that any of the events or conditions in (d) above remove restriction on the use, disclosure, or reproduction of data, Seller shall promptly notify Buyer of such belief before acting on such belief.

#### E. DATA ON GOES-R INSTRUMENTS

(a) The Government, through the National Aeronautics and Space Administration (NASA), has or likely will enter into contracts for the early development of the five GOES-R baseline instruments; viz., Advanced Baseline Imager (ABI), Hyperspectral Environmental Suite (HES), Solar Imaging Suite (SIS), Space Environment In Situ Suite (SEISS), and Geostationary Lightning Mapper (GLM). To the degree the following information becomes available during PDRR contract performance, the Government contemplates that it will make these data available to Buyer—

- all Government requirements documents Unique Instrument Interface Document (UIID) & Performance and Operations Documents (PORDs)
- instrument resource requirements (mass, power, volume, pointing, jitter, etc...)
- instrument interfaces (requirements & details - mechanical, thermal, electrical)
- instrument disturbances
- instrument modes
- instrument mounting concepts
- instrument operational concepts
- instrument approaches to modeling, simulation, and algorithms
- instrument contract / procurement details (project guidelines, levels of support, etc...)
- instrument schedule details
- instrument risk areas
- instrument models (finite element, thermal, solid)

b) As it deems practicable, the Government will permit and facilitate PDRR contractor interaction with the instrument vendors to support PDRR contract activities as follows:

1. Each PDRR contractor may be afforded up to two meetings for the PDRR base period and each option period (total = 6) with each instrument contractor for those instruments that are in formulation phase.
2. For instruments in implementation phase or that enter implementation phase during PDRR, one additional meeting with such instrument vendor(s) per contract period will be permitted.
3. Meetings will not exceed one day in length.
4. Meetings with instrument contractors are not transferable from one instrument contractor to another.
5. While the meeting format will be one-on-one meetings between the PDRR and instrument contractors, the Government will act as moderator or chair for all meetings to ensure that inappropriate discussions are not pursued.

6. The Government will determine the location of all meetings and may stipulate specific scheduling to minimize disruption and logistics.
  7. PDRR contractors will provide the desired agenda topics and specific questions to Buyer for submission to the Government two weeks in advance of each meeting for review and approval.
  8. The Government will have final approval of any actions generated during such meetings.
  9. The Government, at its sole discretion, will make non-proprietary or non-competition sensitive information resulting from the meetings available to all interested PDRR contractors.
  10. The purpose for the meetings is to support PDRR contract activities. Should the need arise to utilize these meetings to provide the instrument contractors necessary insight or information regarding PDRR activities, meeting time may be added, or separately scheduled, for that purpose and conducted in accordance with this clause.
- (c) No data provided under paragraph (a) above and none of the information obtained under (b) above will constitute Government property, for the purposes of late, non-suitable, or defective Government property claims.
- (d) Based on nature of these contemplated interchanges, the individual instrument contractors may require that the PDRR contractors sign non-disclosure agreements to ensure protection of competition and/or proprietary information. Seller shall be solely responsible for entering into any such non-disclosure agreements with each of the NASA instrument contractors. The absence of a non-disclosure agreement between Seller and the NASA instrument contractor may preclude Buyer from making data from the NASA instrument contractor available.
- (e) Although Buyer intends to make data available to Seller regarding the instrument development efforts, it neither promises to do so nor warrants the suitability of the data for use under this contract. Neither the non-delivery of data by Buyer nor the non-suitability of any data provided by Buyer shall entitle Seller to an equitable adjustment in this contract. This data is not covered by any Government property clause in this contract.
- (f) PDRR contractors shall not create or otherwise enter into exclusive agreements with any instrument contractor that would preclude free and open exchange of information/data between instrument contractors and any PDRR contractor.
- F. ORGANIZATIONAL CONFLICT OF INTEREST**
- Several potential areas of organizational conflict of interest have been identified for the GOES-R program. Mitigation plans are provided by The Boeing Company for the overall program as well as by each teammate where their participation in the system level and instrument level contracts dictates.