

**CUSTOMER CONTRACT REQUIREMENTS
(SPACE PROGRAM OPERATIONS CONTRACT)
CUSTOMER CONTRACT 6000132079
Terms and Conditions Subject to Change**

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.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2005). 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.

52.208-8 Helium Requirement Forecast and Required Sources of Supply for Helium (JUN 1997). This clause only applies if helium is required.

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

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

52.215-2 Audit and Records - Negotiation (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.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (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."

52.215-13 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".

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

52.215-15 Pension Adjustments and Asset Reversions (OCT 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) (JUL 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

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.

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

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-11 Subcontracts (Labor Standards) (FEB 1988). Seller shall include this clause in its subcontracts and shall require such subcontractors to flow this clause to all lower tier subcontractors. The following FAR clauses are incorporated herein by this reference and made a part of this contract: 52.222-6 Davis Bacon Act; 52.222-7 Withholding of Funds; 52.222-8 Payrolls and Basic Records; 52.222-9 Apprentices and Trainees; 52.222-10 Subcontracts (Labor Standards); 52.222-12 Contract Termination - Debarment; 52.222-13 Compliance with Davis Bacon and Related Act Regulations; 52.222-14 Disputes Concerning Labor Standards; and 52.222-15 Certification of Eligibility.

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

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

52.222-26 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 Payments of Union Dues or Fees (DEC 2004)
This clause applies only if this contract exceeds \$100,000. See Paragraph Q below for more information.

52.222-41 Service Contract Act of 1965, As Amended (MAY 1989). This clause only applies to contracts which are subject to this act. The following wage determinations by locality are presently part of the Prime contract flowdowns. Full text is available through www.dwol.gov. See paragraph P for more information.

Locality (County)	DOL Wage Determination Number
Brevard, FL	CBA-2006-681, CBA-2006-682, CBA-2006-683, CBA-2006-684, CBA-2006-685
Harris, TX	CBA-2006-680, CBA-2008-2386
Texas counties of Austin, Brazoria, Chambers, Colorado, Fort Bend,	2005-2516

Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton	
Florida counties of Brevard, Indian River	2005-2118
<u>Alabama counties of</u> Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston; <u>and</u> <u>Tennessee counties of</u> Giles, Lawrence, Lincoln, Moore, Wayne	2005-2008
Kern, CA	2005-2044, CBA-2008-2387

52.223-11 Ozone Depleting Substances (MAR 2001).

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. Include 52.223-13 in the CCR if 52.223-14 is included in the prime contract.

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).

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

52.225-9 Buy American Act - Construction Materials (JAN 2005).

52.225-13 Restrictions on Certain Foreign Purchases (MAR 2005).

52.227-1 Authorization and Consent (JUL 1995).

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.

52.227-14 Rights in Data — General (JUN 1987). This clause applies only if data 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.

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

52.229-10 State of New Mexico Gross Receipts and Compensating Tax (OCT 1988). This clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the subcontractor, and (3) this contract is for services to be performed in whole or in part in the State of New Mexico.

52.230-6 Administration of Cost Accounting Standards (NOV 1999). 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.

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

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

52.242-16 Stop Work Order - Facilities (AUG 1989).

52.244-5 Competition in Subcontracting (DEC 1996)

52.245-2 Government Property (Fixed Price Contracts) (Jun 2003) . 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.

52.245-18 Special Test Equipment (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

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

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (APR 2003), Alternate I (APR 2003).. In paragraph (C)(2) “20” and “30” are changed to 10 and 20 respectively.

- 2. NASA Contracts.** If this contract is placed under a National Aeronautics and Space Administration contract, 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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

18-52.208-81 Restrictions on Printing and Duplicating (NOV 2004).

18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.

18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies if FAR 52.219-9 is included in this contract.

18-52.223-70 Safety and Health (Apr 2002). This clause applies only if this contract exceeds \$1,000,000 or construction, repairs or alteration in excess of \$100,000, or it involve the use of hazardous materials or operations.

18-52.223-71 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.

18-52.223-74 Drug and Alcohol-Free Workforce (MAR 1996). This clause applies only if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

18-52.225-70 Export Licenses (FEB 2000).

18-52.227-14 Rights in Data — General. This clause applies only if data will be produced, furnished or acquired under this contract except contracts for basic or applied research with universities or colleges.

18-52.227-17 Rights in Data - Special Works.

18-52.227-70 New Technology (NOV 1998). 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.

18-52.227-72 Designation of New Technology 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.

18-52.227-86 Commercial Computer Software Licensing (DEC 1987). This clause applies only if Seller's software will be delivered to NASA under licensing.

18-52.227-87 Transfer of Technical Data Under Space Station International Agreement (APR 1989).

18-52.228-72 Cross-Waiver of Liability for Space Shuttle Services (SEP 1993).

18-52.228-76 Cross-Waiver of Liability for Space Station Operations (DEC 1994).

18-52.237-71 Pension Portability (JAN 1997). This clause only applies if the criteria set forth in paragraph (b) of this clause have been met.

18-52.242-72 Observance of Legal Holidays (AUG 1992), Alternate II (SEP 1989). This clause applies only if this contract requires work on a Government installation.

18-52.242-73 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.

18-52.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.

18-52.245-70 Acquisition of Centrally Reportable Equipment (JUL 1997) [excluding paragraph (b)(3)]. "Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.

18-52.245-72 Liability for Government Property Furnished for Repair or Other Services (MAR 1989).

18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (SEP 2000). Seller will submit annual reports to Buyer no later than October 15.

In compliance with the Federal Acquisition Regulation NASA Supplement (NFS) 1845.7101-3, Seller shall add a 16.5% burden rate for CAP procured or fabricated by Seller or Seller's subcontractors at any tier (this includes procurement/accounts payable, G&A, and the prime contractor's fee) to their individual property records for Contractor Acquired Property (CAP) classified as Equipment, Special Tooling, Special Test Equipment, Agency Peculiar Property, or Work in Process (WIP) acquired or fabricated for this subcontract in Government FY2008 (1 October 2007 – 30 September 2008).

18-52.246-73 Human Space Flight Item (MAR 1997).

18-52.247-71 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. If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (OCT 2000). 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). 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 H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated April 1998.

5. The following prime contract special provisions apply to this purchase order:

A. Safety and Health

Seller shall take all reasonable safety and health measures in performing under this order and shall submit a safety plan and a health plan for Buyer's approval. Seller shall comply with all applicable Federal, state and local laws, applicable to safety and health, which are in effect on the date of this order, and with the safety and health standards, specifications, reporting requirements and provisions as set forth in the order. Seller shall take or cause to be taken such other safety and health measures as Buyer may direct. Seller shall immediately notify and promptly report to Buyer and United Space Alliance any accident, incident or exposure resulting in fatality, lost-time occupational injury, occupational disease and contamination of property, or property loss of more than \$25,000 arising out of work performed under this order; however, Seller will not be required to include in any report an expression of opinion as to fault or negligence of any employee. Seller shall investigate all such work-related incidents or accidents to the extent necessary to determine their cause and furnish Buyer with a report, in such form as Buyer may require, of the investigative findings and proposed or completed corrective actions. Seller agrees that authorized representatives of the Buyer and United Space Alliance shall have access to and the right to examine the sites or areas where work under this order is being performed to determine the adequacy of Seller's safety and health measures. Seller shall furnish a list of all hazardous operations to be performed, and in addition will furnish a list of other major or key operations required or planned in the performance of this order although not deemed hazardous by Seller; Buyer, Seller, and United Space Alliance will jointly determine which operations are to be considered hazardous, with United Space Alliance as the final authority. Before hazardous operations commence, Seller will develop and submit for Buyer and United Space Alliance concurrence the following: Written Hazardous Operating Procedures (HOP) for all hazardous operations; and/or a certification program for personnel involved in hazardous operations. Buyer may notify Seller in writing of any noncompliance with the provisions of this clause and may also specify corrective actions to be taken; if Seller fails or refuses to institute prompt corrective actions in accordance with Buyer's notification, Buyer may invoke the Stop Work provision of this order or any other remedy legally available to Buyer. This clause only applies to orders involving hazardous materials or operations; involving construction; or that exceeds \$1,000,000 in value. Seller agrees to incorporate the substance of this clause in any subcontract that it issues in direct support of this order which involves hazardous material or construction, or which exceeds \$1,000,000 in value.

B. Government Insight.

NASA and the United States Alliance shall have the right to audit the Seller to determine compliance with the requirements of this order. Audits may include, but are not limited to, an examination of all disciplines and tasks which are involved with or support Shuttle launch and landing operations, hardware and software production and maintenance, safety and quality assurance, logistics, procurements and operations. NASA and United Space Alliance may schedule fact-finding meetings with Seller as necessary to discuss issues requiring NASA or United Space Alliance insight; when requested by NASA, United Space Alliance or Buyer, Seller shall provide necessary support to NASA and United Space Alliance when they audit Seller and for Government-Seller meetings. Seller agrees no direction from NASA or United Space Alliance or constructive change to this order shall result from any of these meetings. This clause applies only to cost-type orders exceeding \$1,000,000.

C. Packaging & Marking.

Seller shall pack and mark all hardware deliverable under this order in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling & Transportation. Seller shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1. Seller shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. Seller's packaging specifications or procedures may be utilized if they are not in conflict with cited NASA specifications, and are approved in writing by Buyer. In any conflict between NASA, Buyer and Seller specifications or procedures, the NASA documents cited in this clause shall take precedence. Seller shall prominently display a NASA Critical Space Item Label on the wrapping or covering of all items furnished, shipped or transported in support of this order that are for space flight use. Class I, Class II, and Class III interim packages and all exterior shipping containers will be marked to alert shipping and handling personnel to the criticality of the item in accordance with paragraph 303 of NHB 6000.1. All markings for space flight items shall be blue in color. All shipping documents and purchasing documents for these items shall be marked "ITEMS FOR SPACE FLIGHT USE".

D. Potentially Hazardous Items.

Seller shall furnish complete design information and drawings showing all details of construction, including material, for the following items or components: detonators, expanding tubes, shielded mild detonating cords, pressure cartridges, standard initiators Type I, percussion primers, any residuals on Space Shuttle equipment returned from the launch facility. These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. Seller shall inform such employees or subcontractors of the potentially hazardous nature of these items or components before requesting or directing the performance of work. The requirement for delivery of data supercedes any terms of this order permitting withholding of data. Seller shall include this clause, including this sentence, in each subcontract at any tier under this contract that calls for the manufacture or handling of the items or components designated above as potentially hazardous.

E. Badging Requirements for Foreign Nationals.

If foreign nationals are to be used for work on a NASA installation, advance notice must be given through the Buyer to the cognizant NASA Security Office at least one month prior to the scheduled need for access. The following specific information must be provided for each such foreign national: complete name and address; company name and address; detailed description of duties and contract number; nationality and date and place of birth; passport number and expiration date; employment authorization and/or work permit number issued by the INS; access requirements and duration of need for access. The NASA Security Office will make arrangements for appropriate badging or will notify Seller if unescorted access is denied or delayed. Seller agrees that it will not employ for performance of work at a NASA installation any individual who is not legally authorized to work in the United States.

F. Space Flight Motivation Awareness Program.

Seller shall maintain a product and performance-oriented motivation program in accordance with Safety NHB 1700.1 (VI-B) and NASA Policy Directive 3500. The program objective shall be the prevention of human error by instilling in individuals an awareness of individual responsibility for ISS, Shuttle, and any other ancillary mission/ payloads related to human space flight. As a minimum, goals should be to assure mission success, flight crew safety, and recognition of exemplary performance necessary to achieve success. The program should include as a minimum: participation in NASA-Industry Space Flight Awareness Program; goal setting and measurement to provide documented practical goals and performance standards for the reduction and elimination of human errors at organizational and individual employee levels; a system for detecting human errors, relating them to identifiable causes and action to remove the causes; methods to obtain and distribute motivational information and materials to concerned personnel and vendors supplying critical flight and ground support hardware and software; motivational indoctrination for supervisory personnel and indoctrination of the workforce in workmanship needs; recognition of personnel who demonstrate their awareness through exceptional craftsmanship, error-free workmanship and attention to careful performance in their job responsibility. This clause only applies to orders exceeding \$2,500,000.

G. Compliance with Applicable Center Policies & Procedures.

Seller personnel working on-site at NASA centers are required to comply with applicable center policies and procedures. Seller must keep up-to-date with the latest revisions of these policies and procedures. Seller shall promptly take corrective action upon receipt of notice from the Buyer or representative of the NASA center in question.

H. Special Provisions for Contract Changes.

Seller agrees that notwithstanding the provisions of the "Changes" clause, no change made pursuant to the Changes clause shall give rise to an equitable adjustment in fee for this order when said change results in an increase or decrease of less than \$500,000 in the estimated cost of this order. The parties recognize that several changes may be grouped together in a bilateral modification for definitization; however, the dollar value of each individual change will be controlling in determining whether or not an equitable adjustment of fee is in order.

I. Protection of Government FIP Assets.

"FIP Assets" mean computer software such as programs, data files, databases, and other ADP material in whatever form such as magnetic tapes, disks, cassettes, card decks, printed listing, or other recorded media.

Seller shall establish procedures to protect Government FIP assets whether furnished by Buyer or USA, or first produced by Seller under this subcontract, from misuse, destruction, loss, sale, publication or release to others, except as otherwise provided in this order's Rights in Data clause. Such procedures will provide for the accountability of FIP assets by the Seller and the return to Buyer of any FIP assets in the possession of employees upon termination or transfer of such employees. On completion of work under this order, Government FIP assets will be delivered as authorized by Buyer. This clause only applies to an order that will receive or first produce significant Government FIP assets.

J. Security Requirements for Unclassified Automated Resources.

In addition to complying with any functional and technical security requirements set forth in this order, Seller shall initiate personnel screening checks and obtain user responsibility agreements for each Seller employee requiring access to limited or controlled areas, systems, programs, and data. Seller shall submit a personnel security questionnaire (NASA Form 531 – Name Check Request; and Standard Form 85P - Questionnaire for Public Trust Positions) and a Fingerprint Card (FD-258) through Buyer to the installation Security Officer for each Seller employee who requires access. When employee access is necessary prior to completion of personnel screening, each Seller employee requiring access may be considered for escorted access, at the discretion of the installation Security Officer. Seller shall ensure that each Seller employee requiring access executes any user responsibility agreements required by the Government prior to access. Seller shall provide signed copies of the agreements through Buyer to the Installation Security Officer. Unauthorized access is a violation of law and punishable under the provisions of 18 USC 1029-1030 and other applicable statutes. Seller shall notify the installation through the Buyer no later than the end of the day of termination for cause of an authorized employee's access. Seller shall notify the installation through the Buyer not later than seven days after an authorized employee no longer requires access. Verbal notifications shall be confirmed in writing within twenty days.

K. Technology Transfer.

Seller shall support, and participate in, the Government's Technology Transfer Program by assisting in the transfer of technology developed under government contracts to the private sector. Seller's participation may include the following: dual-use technology development of cutting edge technology having applications both within and outside the aerospace community; collaborative efforts with third parties for the purpose of transferring technology; Government sponsored technology outreach and industry assistance programs that further the transfer of technology; applications engineering work for the purpose of adapting the developed technology to a specific commercial use. Seller shall establish a written plan to further the transfer of technology developed under Government contracts which is consistent with NASA's "Agenda for Change" dated June 1994. This policy shall include: Seller's commitment to educating and training its workforce in technology transfer activities; Seller's commitment to assist its subcontractors with technology transfer activities; Seller's commitment to outreach activities aimed at marketing and commercializing technology being used under this order. Seller shall submit quarterly reports that explain its progress in meeting the objectives of their Technology Transfer Plan to the Buyer.

L. Custody and Disposition of Computer Software.

The computer software packages acquired or developed in the performance of this order may remain in custody of the Seller until Buyer calls for the transfer or delivery thereof, or until transfer or delivery is made pursuant to any requirements specified elsewhere in this order, whichever is earlier. Whenever such packages are commercially available, Seller shall either grant or obtain from the appropriate third-party vendors sufficient rights to transfer or deliver, without additional fee or approval, the software packages and their licenses to the Government or any authorized follow-on Government contractor. In order to comply with subparagraph (h) of FAR 52.227-14 (Rights-In-Data - General), Seller shall include NASA FAR Sup. 18-52.227-86 (Commercial Computer Software - Licensing) in all subcontracts supporting this order which involve the acquisition of commercial software; if the subcontractor refuses to accept this clause, Seller shall promptly notify Buyer and not proceed with the award of the subcontract without further authorization.

M. Information Technology Purchases.

Information technology purchases made under this order may be made only after Buyer review and approval of the proposed purchases. "Information Technology" applies to all resources as defined in the Information Technology Management Reform Act (ITMRA).

N. Export of Technical Data, Computer Software, or Hardware.

NASA may have a need to deliver, disclose or transfer to a foreign entity or person technical data, computer software, or hardware developed, used or required to be delivered by Seller in performance of this order. When such a need arises, NASA may exercise through Buyer the applicable exemptions, general licenses, existing NASA export licenses or other approvals available under the United States export control laws, and may effect the export of such technical data, computer software, or hardware by direction to Seller through Buyer. When directed in writing by Buyer, Seller shall export on behalf of NASA specifically identified technical data, computer software, or hardware to a named foreign entity or person, in the manner and under the conditions provided for in the direction. Any export made in accordance with this clause shall be limited to only that technical data, computer software, and hardware which Buyer specifically identifies and authorizes Seller to export, in the manner and under the conditions provided in the authorization. All other exports of technical data, computer software and hardware by Seller, whether related to performance of this order or otherwise, are subject to the applicable requirements of the United States export control laws and regulations. Nothing contained in this clause shall affect the protection or allocation of rights to technical data or computer software between Buyer and Seller or its subcontractors as provided for in this order or subcontracts supporting this order, nor shall this clause imply any license or affect the scope of any license otherwise granted to the Government, Buyer, or the recipient of the transferred or disclosed technical data or computer software. Seller shall include this clause in all of its subcontracts (suitably modified to reflect the relationship of the parties), the performance of which may require the development, delivery, or use of the technical data, computer software, or hardware, and the Seller may direct an export on behalf of the Buyer,

subject to the limitations set forth above; alternatively, Buyer may give such direction directly to Seller's subcontractor (with notice to Seller).

O. Access to Seller Data.

This clause applies only if this is a cost-type contract. "Data" means recorded information (regardless of form or media in which it is recorded), including but not limited to the following: technical data; computer software; information incidental to contract administration, such as financial, administrative, cost or pricing, or management information; Seller internal audits of any discipline, system or task which directly or indirectly supports Shuttle, Payload, and ISS ground support, launch, flight or landing operations, as well as such data from any audit of subcontractors supporting Seller's efforts under this order. Buyer and United Space Alliance shall, through closeout, have access to and right to examine any of the data used or produced in the performance of this order. Access to certain sensitive business data shall be determined on a case-by-case basis. Seller shall make available at all reasonable times for Buyer, United Space Alliance, or NASA inspection all existing Buyer or Government data provided to Seller and any data first produced or used in performance of this order for examination through closeout; moreover, information provided by Seller shall contain all necessary technical and business application data to determine the degree to which the requirements of the order are met. Except for software systems being provided as part of this order and existing Seller systems, Seller shall maintain all data on a commercially available system for information management (a system comprised of a COTS database management system with its associated reporting/query tools, and a COTS text and graphics viewer software package); Seller must obtain the approval of Buyer prior to using any new non-commercial system, or upgrading any existing non-commercial system, for information management of data generated under this order. If use of a noncommercial system is approved, Seller shall demonstrate the system to Buyer, United Space Alliance, and NASA and provide thorough training to Buyer, United Space Alliance, and NASA personnel to ensure that they are able to access all data maintained on the system, Seller shall provide Buyer, United Space Alliance, and Government personnel unimpeded access to all areas determined by Buyer or Government as necessary for surveillance, audit, and independent evaluation purposes. Buyer, United Space Alliance, and Government shall have the right to reproduce any data found during the examination that they wish to retain; but they shall retain no greater rights in the data than they would have under the "Rights in Data - General" clause. Seller shall describe the areas of its internal systems where Buyer, United Space Alliance, and NASA access will be permitted, and provide Buyer, United Space Alliance, and NASA the required training to be able to access and use these systems. Seller shall include this clause in all of its cost-type subcontracts supporting this order.

P. Wage/Salary and Fringe Benefit Data

The following Procurement Data Requirements (Wage/Salary and Fringe Benefit Data) must be submitted by the contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. In accordance with FAR regulations 22.1007 and 22.1008, the Contracting Officer is required to submit a SF 98 to the Department of Labor, Wage and Hour Division.

PROCUREMENT DATA REQUIREMENTS DESCRIPTION (PDRD)

1. **PRIME CONTRACT #:** NNJ06VA01C
2. **PDRD NO.:** 1121h
3. **DATA TYPE:** 3
4. **DATE REVISED:** 10-1-2006
5. **PAGE:** 1/6

6. **TITLE:** Wage/Salary and Fringe Benefit Data

7. **DESCRIPTION/USE:** The Wage/Salary and Fringe Benefit Data will be used by the NASA Contracting Officer and the Industrial Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.

8. **DISTRIBUTION:** Lyndon B. Johnson Space Center
National Aeronautics and Space Administration
2101 NASA Parkway
Houston, TX. 77058-3696
Mail Code: BV
Attn: Susan P. Moody

9. **INITIAL SUBMISSION:** 7/1/08

10. **SUBMISSION FREQUENCY:** Annually, 90 days prior to the anniversary date of the contract.

11. **REMARKS:**

12. **INTERRELATIONSHIP:** FAR 52.222-41

13. **DATA PREPARATION INFORMATION:**
 - 13.1 **SCOPE:** The Wage/Salary and Fringe Benefit Data must be submitted by the contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. In accordance with FAR regulations 22.1007 and 22.1008, the Contracting Officer is required to submit a SF 98 to the Department of Labor, Wage and Hour Division.

 - 13.2 **APPLICABLE DOCUMENTS:** None

 - 13.3 **CONTENTS:** The Wage/Salary and Fringe Benefit Data should contain the data included in the enclosed DRD forms, titled "Wage/Salary Rate Information", "Fringe Benefits for Service Employees", and "Fringe Benefits per Collective Bargaining Agreement". The Wage/Salary Rate Information shall contain a listing of all exempt and nonexempt labor classifications working on the contract. Separate forms should be utilized for classifications working in different geographic areas and for each subcontractor. Wage determination numbers, appropriate labor organization names, and subcontractor names, must be reflected. All nonexempt labor classifications must be matched to wage determination classes or to Collective Bargaining Agreement (CBA) classifications for represented classes. Annotate exempt or nonexempt and union or

nonunion. The current hourly rates should reflect the actual lowest and highest paid employees, along with a computed average rate. State the number of employees working in each labor category. Separate Fringe Benefit forms should be completed for nonrepresented classifications and for each separate CBA. A separate form must be completed for the prime and each subcontractor. Three hard copies and one electronic copy of each Collective Bargaining Agreement are required if organized labor is represented on your contract.

13.4 **FORMAT:** The Wage/Salary and Fringe Benefit Data should be in a format substantially the same as enclosed with this DRD. (Forms 2, 3 and 3A).

13.5 **MAINTENANCE:** Changes shall be incorporated as required by change page or complete reissue.

Form 2

WORK SHEET FOR SF-98 DATA
WAGE RATE INFORMATION

<u>CONTRACTORS LABOR CLASSIFICATION</u>	<u>WAGE DETERMINATION CLASSIFICATION</u>	<u>EXEMPT OR NONEXEMPT</u>	<u>UNION OR NONUNION</u>	<u>CURRENT HOURLY RATE</u>	<u>MYE NO OF EMPLOYEES</u>
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Illustration of required data:

Project Manager	Not Required	E	N	\$40.00	1
Supervisor	Not Required	E	N	\$32.00	1
Electrical Engineer	Not Required	E	N	\$26.50 - 30.00	3
Engineering Tech, Jr	Engineering Tech, I	N	N	\$14.00 - 17.00	12
Electrical Technician	Electronics Tech Maint II	N	U	\$19.02 - \$21.50	4
Secretary	Secretary I	N	N	\$14.52 - \$15.50	2
File Clerk	General Clerk II	N	N	\$9.86	1
Clerical Data Entry	Word Processor I	N	N	\$11.45 - \$12.90	3

- Submit data in the above illustrated format for all labor classifications used, or planned to be used, on this contract.
- All contractor labor classifications must be matched to wage determination classes listed in CBA's represented classes or classes shown in the area wage determination for non-represented classes.

<u>CONTRACTORS LABOR CLASSIFICATION</u>	<u>WAGE DETERMINATION CLASSIFICATION</u>	<u>EXEMPT OR NONEXEMPT</u>	<u>UNION OR NONUNION</u>	<u>CURRENT HOURLY RATE</u>	<u>MYE NO OF EMPLOYEES</u>
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FORM 3

Page 1 of 2

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

For period from _____ to _____

Contractor:

Contract Number:

Number of employees in bargaining unit _____

Total number of employees on contract _____

1. Shift Differential: (Describe any pay over and above base rates for 2nd, 3rd, weekend, or other shifts.)
2. Health and Welfare Items and Other Fringe Items: (Indicate whether or not coverage is provided to employees and state current average hourly cost per employee covered by a Collective Bargaining Agreement.)

Item	Coverage Provided (Yes or No)	Average Hourly Cost
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical and Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition		
j. Other (Describe)		
 TOTAL		

FORM 3

Page 2 of 2

3. Paid Absences:

	Service Requirement	Days per Year
a. Vacation		
b. Holiday		
c. Sick Leave		
d. Jury Leave		
e. Funeral Leave		
f. Military Leave		
g. Other (Describe)		

4. Severance Pay: (Briefly describe terms and amounts.)

5. Other Fringe Benefits: (Describe any other fringe benefits not included above, and show average hourly cost.)

6. Premium Pay: (Discuss all premium pay provisions not previously shown on this form.)

Signature of Company Representative

Date

FORM 3A
Page 1 of 1

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor:

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

1. Health and Welfare Items and Other Fringe Items: (Indicate whether or not coverage is provided to employees and state current average hourly cost per service employee.)

Item	<u>Coverage Provided</u>	<u>Average Hourly Cost</u>
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical & Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition Reimbursement		
j. Other (Describe)		
TOTAL		

2. Paid Absences

	<u>Service Requirement</u>	<u>Days per Year</u>
a. Vacation		
b. Holidays		
c. Sick Leave		
d. Jury Leave		
e. Funeral Leave		
f. Military Leave		
g. Other (Describe)		

Signature of Company Representative

Date

Q. NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (52.222-39)(Dec 2004)

a) Definition. As used in this clause –
"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

b) Except as provided in paragraph (e) of this clause, during the term of this Subcontract, the Subcontractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)):

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

c) The Subcontractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

d) In the event that the Subcontractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this Subcontract be cancelled, terminated, or suspended in whole or in part, and declare the Subcontractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B – Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

e) The requirements to post the employee notice in paragraph (b) does not apply to –

- 1) Contractors and subcontractors that employ fewer than 15 persons;
- 2) Subcontractor establishments or construction work sites where no union has been formally recognized by the Subcontractor or certified as the exclusive bargaining representative of the Subcontractor's employees;
- 3) Subcontractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- 4) Subcontractor facilities where upon the written request of the Subcontract, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Subcontractor's facilities if the Deputy Assistant Secretary finds that the Subcontractor has demonstrated that –

(i) The facility is in all respects separate and distinct from activities of the Subcontractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

- 5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Subcontractor shall –

- 1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- 2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- 3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

g) The Subcontractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with

this Subcontract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Subcontractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B – Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Subcontractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Subcontractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Subcontractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interest of the United States.

R. Administrative Leave

Administrative Leave (JSC52.242-94) (Sep2008)

[Applicable in services contracts where performance will be performed either on-site at JSC or within 10 miles of JSC, and when it is desired that administrative leave be granted Seller and its subcontractor personnel in special circumstances, such as inclement weather or potentially hazardous conditions. Please note that paragraph (b) of this Clause requires the negotiation of an advance agreement by the parties in some circumstances.]

- (a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:
1. Seller and its subcontractor personnel working on-site; and
 2. Seller and its subcontractor personnel dedicated to the Contract effort who are
 - A. working off-site within 10 miles of JSC; and
 - B. unable to perform their Contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, Seller and its subcontractors shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by Buyer or authorized representative.

- (b) Administrative leave granted under this clause shall be subject to modification or termination by Buyer and in all instances shall be subject to the availability of funds in accordance with the FAR clause 52.232-22 "Limitation of Funds Clause". The cost of salaries and wages to Seller and its subcontractors for the period of any such excused absence shall be a reimbursable item of cost under this Contract for effected employees in accordance with Seller's established accounting policy.
1. If a labor hour-based Contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this Contract for employees in accordance with Seller's established accounting policy.
 2. For fixed price Contracts based on other than labor hours for deliverables, the contracting parties shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
 3. All invoices requesting payment under this clause under a cost reimbursable Contract shall be prepared in accordance with contractor's established accounting procedures. The provisions of this sub part (b) are not applicable to any party otherwise covered hereunder if Seller or such subcontractor has adequate casualty damage insurance and or adequate suspended operations labor insurance as determined for each instance of a declared administrative leave; provided, however, that should the insurance as payer of first resort fail to cover costs of such leave, the coverage contained within this provision will then be applicable to Seller and such subcontractors of Seller. Any subcontractor (at any tier) without this insurance shall be covered by this clause regardless of the status of Seller's insurance policy, unless that insurance policy is extended to cover such subcontractor.
 4. All invoices requesting payment under a labor hour or fixed price Contract shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.
- (c) Seller shall include this clause in all services subcontracts that include personnel in the categories described in (a) above."

