SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE	OF PAGES
➡	DO-C9	1	104

CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
AS5-03098	RFP5-03186/179	☐ SEALED BID (IFB) X NEGOTIATED (RFP)	7 Aug 2002	423-03186A

ISSUED BY CODE 219

NASA Goddard Space Flight Center
Attn: Cosimo Lucchese, EOSDIS Procurement Office
Bldg 32, Room N212A
Greenbelt, MD 20771

8. ADDRESS OFFER TO *(If other than Item 7)*

Raytheon Company
1616 McCormick Drive
Upper Marlboro, Maryland 20774

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in accordance with instructions in Provision L.9, p. 72, until **2:00 PM** local time **7 October 2002**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➡	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Cosimo Lucchese	301	614-5315		clucches@pop200.gsfc.nasa.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)* ➡	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	08/08/02	04	09/10/02
	02	08/15/02	05	09/19/02
	03	09/05/02	06	09/25/02

15A. NAME AND ADDRESS OF OFFEROR — CODE 0W4N9 FACILITY

Raytheon Company
1616 McCormick Drive
Upper Marlboro, Maryland 20774

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*
Greg Mueller
Director of Contracts

15B. TELEPHONE NUMBER			☒ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			
972	205-5276				10-03-02

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
	Not to exceed $500,000,000	See Page 2 and Task Orders

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ➡	ITEM
		G.5

24. ADMINISTERED BY *(If other than Item 7)* CODE	25. PAYMENT WILL BE MADE BY CODE 155
	NASA/GSFC Regional Finance Office

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
Cosimo Lucchese II	*(Signature of Contracting Officer)*	May 22, 2003

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

APPROVED: Rosa Acevedo, Acting Procurement Officer
5/22/03

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA – FAR (48 CFR) 53.214(c)

1. In order to obligate the minimum contract amount specified in Clause B.2 of this contract entitled "Minimum/Maximum Amount of Supplies or Services" (GSFC 52.216-90) the amount of $1,000,000 is obligated under this contract as follows:

ACCOUNTING AND APPROPRIATION DATA :

PCN	JON	BLI	APP	OC	AMOUNT
423-03648A(1P)	423-667-46-01-03	A700	803/40110(03)	42-2550	$1,000,000
				TOTAL	$1,000,000

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B. 1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

See Clause F.1 for Deliverable and Schedule requirements.

B. 2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (GSFC 52.216-90) (DEC 2000)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $1,000,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $500,000,000, inclusive of all fees/profit.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(End of clause)

B. 3 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of a task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B. 4 ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of this contract through five years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

B. 5 ORDER LIMITATIONS (52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of $250,000,000;
(2) Any order for a combination of items in excess of $250,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

B. 6 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the effective ordering period of the contract.

(End of clause)

B.7 ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPTEMBER 1993)

The estimated cost of this contract is **to be negotiated in each task order**. The maximum available award fee, excluding base fee, if any, is **to be negotiated in each task order**. The base fee is **to be negotiated in each task order**. Total estimated cost, base fee, and maximum award fee are **to be negotiated in each task order**.

B.8 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

B.9 CONTRACT FUNDING (1852.232-81) (JUN 1990)

NOTE: Funding will be obligated under each task order issued under this contract. This clause will be incorporated into individual cost-type task orders.

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this task order is $**TBD**. This allotment is for **TBD** and covers the following estimated period of performance: **TBD**.

(b) An additional amount of $**TBD** is obligated under this task order for payment of fee.

(End of clause)

B. 10 OPTION TO EXTEND SERVICES (52.217-8)(NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of expiration of the ordering period on the contract.

(End of clause)

C. 1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise provided in this contract, necessary to perform the work and to furnish the items specified in Section B of this contract in accordance with the Statement of Work (Section J, Attachment A) and task orders issued hereunder.

(End of clause)

SECTION D OF CONTRACT NAS5-03098

PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

INSPECTION AND ACCEPTANCE

E. 1 SECTION E CLAUSES INCORPORATED BY REFERENCE

52.246-5 INSPECTION OF SERVICES-COST REIMBURSEMENT (APR 1984)

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

TITLE	NUMBER	DATE	TAILORING
ISO 9001			

(End of clause)

E. 3 ACCEPTANCE--MULTIPLE LOCATIONS

The Contracting Officer or authorized representative will accomplish acceptance at the cognizant Government facility and the Contractor's facility. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.4 INDEPENDENT RELIABILITY ASSESSMENT CONTRACTOR

The Government plans to contract with an independent reliability assessment contractor for effort related to the efforts under this contract. It is understood and agreed that personnel of any such designated contractor shall have free access to work areas of both the prime Contractor and subcontractors in which the work required by this contract is being performed for the purpose of making assessments of the effort being accomplished. To the extent NASA shall exercise any right under the clause of this contract titled "Rights in Data - General," Clause I.1, 52.227-14, including rights under Alternate V, NASA may provide access to such data to NASA contractors incident to NASA's administration of this contract.

(End of clause)

E.5 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for five years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

F. 1 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)

The items required by this contract shall be delivered as follows:

ITEM	*DESCRIPTION*	*REFERENCE*	*SCHEDULE*	*QUANTITY*
1	Services and Deliverables In Accordance With Statement of Work and Task Descriptions and Contract Data Requirements Lists in Individual Task Orders	As defined in individual task orders.	As defined in individual task orders.	As defined in individual task orders.
2	Notice of Estimated Cost Increases	Clause B.3, GSFC 52.232-94	When Applicable	1 Copy
3	Task Plans	Clauses H.12, H.13	25 days after receipt of request for task plan	2 Copies
4	Contractor's Self-Evaluation	Clause G.2	As Specified in Performance Evaluation Plan	1 Copy
5	Reporting of Inventions	FAR 52.227-11; NFS Clauses 1852.227-70 (G.1) and 1852.227-11 (I.1)	When Applicable	3 Copies
6	Financial Management Reports	Clause G.1 & G.7, 1852.242-73	Monthly and Quarterly	3 Copies
7	DD Form 1419 - DOD Industrial Plant Equipment Requisition	Clause G.9, 1852.245-70	As Specified	As Specified
8	Financial Report of Government-Owned Contractor-Held Property (NF 1018)	Clause G.1, 1852.245-73	Annual Report Due By October 31st and Final Report Due As Specified	
9	On-Site Contractor Personnel Requirements and Report	Clause H.4, GSFC 52.204-99	Monthly	4 Copies
10	Telephone Usage Certification	Clause H.5, GSFC 52.211-95	Each January and at end of contract	1 Copy
11	Equal Opportunity Reports	Clause I.1, 52.222-26	As Specified	
12	IT Security Plan	Clause I.1, 1852.204-76	30 Days after Contract Award	1 Copy

13	Insurance Notification	Clause I.1, 52.228-7	Within 30 days after contract award and when renewed or changed	1 Copy
14	Subcontract Notification	Clause I.1, 52.244-2 Alt. I	30 Days Prior to Subcontract Award Date	
15	Health and Safety Reporting	Clause H.1, 1852.223-70	As Specified	2 Copies

(End of Clause)

F. 2 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contact shall be performed at the following NASA Distributed Active Archive Center (DAAC)s and the Contractor's facility.

Goddard Space Flight Center (Greenbelt, MD)
EROS Data Center (EDC) (Sioux Falls, SD)
Langley Research Center (LaRC) (Hampton, VA)
National Snow and Ice Data Center (NSIDC) (Boulder, CO)

(End of clause)

F.3 ORDERING PERIOD

The effective ordering period of this contract is five years from the date of award stated in Block 28 of the Standard Form 33, Page 1.

(End of Clause)

F. 4 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.5 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (52.247-35) (APR 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.
(b) The Contractor shall-
(1)(i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
(2) Prepare and distribute commercial bills of lading;
(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
(5) Furnish a delivery schedule and designate the mode of delivering carrier; and
(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

G. 1 SECTION G CLAUSES INCORPORATED BY REFERENCE

(1852.227-70)	NEW TECHNOLOGY (MAY 2002)
(1852.227-86)	COMMERCIAL COMPUTER SOFTWARE--LICENSING (DECEMBER 1987)
(1852.242-73)	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (JULY 2000)
(1852.245-70)	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (JULY 1997)
(1852.245-73)	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (AUGUST 2001)

G. 2 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76)(JUNE 2000)

NOTE: This clause applies to Cost Plus Award Fee Task Orders for Services. Task Orders requiring Preventive, Corrective and/or Adaptive Maintenance as defined in Section 2.0 of the Basic Statement of Work (Attachment A) will be issued as Cost Plus Award Fee Task Orders for Services.

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. The Government in its evaluation will consider these self-evaluations. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Performance Evaluation Plan of this contract. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Cost and Commercial Accounts Department, Code 155, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the approved Performance Evaluation Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

G.3 AWARD FEE FOR END ITEM CONTRACTS (1852.216-77) (JUNE 2000)

NOTE: This clause applies to Cost Plus Award Fee Task Orders for End Items. Task Orders requiring Perfective Maintenance as defined in Section 2.0 of the Basic Statement of Work (Attachment A) will be issued as Cost Plus Award Fee Task Orders for End Items.

(a) The contractor can earn award fee, or base fee, if any, from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract. All award fee evaluations, with the exception of the last evaluation, will be interim evaluations. At the last evaluation, which is final, the Contractor's performance for the entire contract will be evaluated to determine total earned award fee. No award fee or base fee will be paid to the Contractor if the final award fee evaluation is "poor/unsatisfactory."

(b) Beginning 6 months after the effective date of this contract, the Government will evaluate the Contractor's interim performance every 6 months to monitor Contractor performance prior to contract completion and to provide feedback to the Contractor. The evaluation will be performed in accordance with the Performance Evaluation Plan of this contract. The Contractor may submit a self-evaluation of performance for each period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government will advise the Contractor in writing of the evaluation results. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) (1) Base fee, if applicable, will be paid in monthly installments based on the percent of completion of the work as determined by the Contracting Officer.

(2) Interim award fee payments will be made to the Contractor based on each interim evaluation. The amount of the interim award fee payment is limited to the lesser of the interim evaluation score or 80 percent of the fee allocated to that period less any provisional payments made during the period. All interim award fee payments will be superseded by the final award fee determination.

(3) Provisional award fee payments will be made under this contract pending each interim evaluation. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The amount of award fee which will be provisionally paid in each evaluation period is limited to 80 percent of the prior interim evaluation score (see [insert applicable cite]). Provisional award fee payments made each evaluation period will be superseded by the interim award fee evaluation for that period. If provisional payments made exceed the interim evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer. If the Government determines that (i) the total amount of provisional fee payments will apparently substantially exceed the anticipated final evaluation score, or (ii) the prior interim evaluation is "poor/unsatisfactory," the Contracting Officer will direct the suspension or reduction of the future payments and/or request a prompt refund of excess payments as appropriate. Written notification of the determination will be provided to the Contractor with a copy to the Deputy Chief Financial Officer (Finance).

(4) All interim (and provisional, if applicable) fee payments will be superseded by the fee determination made in the final award fee evaluation. The Government will then pay the Contractor, or the Contractor will refund to the Government the difference between the final award fee determination and the cumulative interim (and provisional, if applicable) fee payments. If the final award fee evaluation is "poor/unsatisfactory", any base fee paid will be refunded to the Government.

(5) Payment of base fee, if applicable, will be made based on submission of an invoice by the Contractor. The Cost and Commercial Accounts Department, Code 155, will make payment based on issuance of a unilateral modification by contracting officer.

(d) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

G.4 PERFORMANCE INCENTIVE (1852.216-88) (JANUARY 1997)

NOTE: This clause will be included in CPAF End Item task orders over $25 million. Task Orders requiring Perfective Maintenance as defined in Section 2.0 of the Basic Statement of Work (Attachment A) will be issued as Cost Plus Award Fee Task Orders for End Items.

(a) A performance incentive applies to the following hardware item(s) delivered under this contract: (1)(*to be cited in applicable task orders*).

The performance incentive will measure the performance of those items against the salient hardware performance requirement, called "unit(s) of measurement," e.g., months in service or amount of data transmitted, identified below. The performance incentive becomes effective when

the hardware is put into service. It includes a standard performance level, a positive incentive, and a negative incentive, which are described in this clause.

(b) Standard performance level. At the standard performance level, the Contractor has met the contract requirement for the unit of measurement. Neither positive nor negative incentives apply when this level is achieved but not exceeded. The standard performance level for this task order is established as follows: (2)(*to be cited in applicable task orders*).

(c) Positive incentive. The Contractor earns a separate positive incentive amount for each hardware item listed in paragraph (a) of this clause when the standard performance level for that item is exceeded. The amount earned for each item varies with the units of measurement achieved, up to a maximum positive performance incentive amount of $(3) *to be cited in applicable task orders* per item. The units of measurement and the incentive amounts associated with achieving each unit are shown below: (4)(*to be cited in applicable task orders*)

(d) Negative incentive. The Contractor will pay to the Government a negative incentive amount for each hardware item that fails to achieve the standard performance level. The amount to be paid for each item varies with the units of measurement achieved, up to the maximum negative incentive amount of $(5) *to be cited in applicable task orders.* The units of measurement and the incentive amounts associated with achieving each unit are shown below: (6)(*to be cited in applicable task orders*)

(e) The final calculation of positive or negative performance incentive amounts shall be done when performance (as defined by the unit of measurement) ceases or when the maximum positive incentive is reached.

(1) When the Contracting Officer determines that the performance level achieved fell below the standard performance level, the Contractor will either pay the amount due the Government or credit the next payment voucher for the amount due, as directed by the Contracting Officer.

(2) When the performance level exceeds the standard level, the Contractor may request payment of the incentive amount associated with a given level of performance, provided that such payments shall not be more frequent than monthly. When performance ceases or the maximum positive incentive is reached, the Government shall calculate the final performance incentive earned and unpaid and promptly remit it to the contractor.

(f) If performance cannot be demonstrated, through no fault of the Contractor, within [insert number of months or years (*to be cited in applicable task orders*)] after the date of hardware acceptance by the Government, the Contractor will be paid [insert percentage (*to be cited in applicable task orders*)] of the
maximum performance incentive.

(g) The decisions made as to the amount(s) of positive or negative incentives are subject to the Disputes clause.

(1) Insert applicable item number(s) and/or nomenclature.

(2) Insert a specific unit of measurement for each hardware item listed in (1) and each salient
characteristic, if more than one.

(3) Insert the maximum positive performance incentive amount (see 1816.402-270(e)(1) and
(2)).

(4) Insert all units of measurement and associated dollar amounts up to the maximum

performance incentive.

(5) Insert the appropriate amount in accordance with 1816.402-270(e).

(6) Insert all units of measurement and associated dollar amounts up to the maximum negative
performance incentive.

(End of clause)

G. 5 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87)(MAR 1998)

(a)The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Cost and Commercial Accounts Department
Code 155
Goddard Space Flight Center
Greenbelt, Maryland 20771

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph
(b), the contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF)1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

DCAA/SCBO
PO Box 461283
Garland TX 75046-1283

(2) (Reserved)

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G. 6 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

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

Title	Office	Address (including Code zip code
New Technology	713	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	710.1	Goddard Space Flight Center Representative Greenbelt, MD 20771

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

(End of clause)

G. 7 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2000)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedures and Guidelines (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are not required. One copy shall be provided by e-mail in an electronic format compatible with Microsoft Office software to each of the following:

Contracting Officer, Code 214.6
Contracting Officer's Technical Representative, Code 423
Resources Analyst, Code 423
Administrative Contracting Officer (if delegated)
Program Analyst, Code 153

(2) The reporting structure shall be in accordance with Attachment J of Section J of this contract.

(c) Web sites. (1)NPG 9501.2C, "NASA Contractor Financial Management Reporting":

http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html

(2) NF 533 Tutorial: (for training purposes only)

http://genesis.gsfc.nasa.gov/nf533.htm

(End of clause)

G.8 LIST OF OFF-SITE AND ON-SITE GOVERNMENT-FURNISHED PROPERTY

For performance of work under this contract, the Government will make available Government property identified in **Attachment D** of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Contractor's Facility, the Goddard Space Flight Center (GSFC) the EROS Data Center (EDC) (Sioux Falls, SD), Langley Research Center (LaRC) (Hampton, VA), the National Snow and Ice Data Center (NSIDC) (Boulder, CO) and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

The Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

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

(c) Supplies from stores stock.

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

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

(f) Installation service facilities: GSFC, Bldg. 32; EROS Data Center, Sioux Falls, SD, Bldg 1268C; Langley Research Center, Hampton, VA; National Snow and Ice Center, Boulder, CO.

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

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

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

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

(End of clause)

G.9 CONTRACTOR ACCOUNTABLE ON-SITE GOVERNMENT PROPERTY (1852.245-74) (MARCH 1989)

(a) In performance of work under this contract, certain government property identified in the contract shall be provided to the contractor on a no-charge-for-use basis by the installation's supply and equipment management officer. That property shall be utilized in the performance of this contract at the installation that provided the property or at such other installations or locations as may be specified elsewhere in this contract. The contractor assumes accountability and user responsibilities for the property.

(b) Government property provided shall in every respect be subject to the provisions of the far 52.245 government property clause of this contract. In addition, the contractor is responsible for managing this property in accordance with the guidelines provided by the installation's

supply and equipment management officer or any other formally designated representatives of the contracting officer. The guidelines include but are not limited to requiring the contractor to--

(1) Use economic order quantity (eoq) methods for routine stock replenishment;

(2) Utilize the federal cataloging system;

(3) Comply with shelf-life requirements;

(4) Provide for accountability and control of all equipment costing $1000 and over, plus that equipment designated as "sensitive";

(5) Provide for physical inventory of all controlled equipment at least every 3 years;

(6) Provide for sample inventories of materials plus complete inventories every 5 years;

(7) Conduct walk-through utilization inspections;

(8) Support the equipment acquisition document (EAD) process; and

(9) Use government sources as the first source of supply.

(c) Data requirements relating to the guidelines in paragraph (b) of this clause are specified under section f, deliveries or performance.

(End of clause)

G.10 RESERVED

G.11 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS (1852.245-80) (MARCH 1989)

In performing this contract, the Contractor is authorized to use on a no-charge, noninterference basis the Government-owned production and research property provided to the Contractor under the contract(s) specified below and identified in the cognizant Contracting Officer's letter approving use of the property. Use is authorized on the basis that it will not interfere with performance of the Government contract(s) under which the property was originally furnished. Use shall be in accordance with the terms and conditions of these contracts and the cognizant Contracting Officer's approval letter.

Contract No(s): TBD

(End of clause)

G. 12 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

The Contractor's professional employees performing work under this contract are granted borrowing privileges at the Goddard Space Flight Center (GSFC) Library.

(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the GSFC Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Goddard Library Card Applications. The GSFC Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent GSFC badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The GSFC Librarian may revoke library privileges at any time during the performance of the contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for contract performance or to any other adjustment to the contract.

(End of clause)

G. 13 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.204-74)	CENTRAL CONTRACTOR REGISTRATION (MAY 2002)
(1852.208-81)	RESTRICTIONS ON PRINTING AND DUPLICATING (OCT 2001)
(1852.223-70)	SAFETY AND HEALTH (APR 2002)
(1852.223-75)	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
(1852.242-72)	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) — ALTERNATE II (OCT 2000)

(End of By Reference Section)

H. 2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

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

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and 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, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer 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;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition.

Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:
(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

(2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

(3) Is rightfully received by the Contractor from a third party without restriction;

(4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

H. 3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002)

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract).

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H. 4 ONSITE PERSONNEL--REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 1999)

NOTE: These procedures are applicable to Goddard Space Flight Center. Contractor is responsible for awareness and compliance with procedures at all other facilities applicable to this contract.

(a) LISTS. The Goddard Space Flight Center maintains a Locator and Information Services Tracking System (LISTS). The LISTS contains work and home location and contact information for personnel located onsite for a planned period of more than six months and for all personnel that have permanent NASA/GSFC Identification Badges, regardless of duty location.

(b) Form 24-27. The Contractor must complete and submit a GSFC Form 24-27, "LISTS Data and Badge and Decal Information" for each employee that meets the conditions in paragraph (a) of this clause. The instructions for completing the form are contained in GSFC Form 24-27a. These forms are available from GSFC stores stock. The GSFC Form 24-27 shall be submitted to the Contracting Officer's Technical Representative (COTR). The COTR will review the form(s) for accuracy and completeness and resolve any housing or access issues and return the approved form to the Contractor. The Contractor shall forward the approved form(s) to the GSFC Security Branch, Code 205.1, for data entry into the LISTS and to obtain appropriate badge(s) for the Contractor employee(s). The Contractor may contact the LISTS Manager, Institutional Support Office, Code 201, 301-286-2306, for assistance regarding the LIST System.

(c) Monthly report. The Contractor shall submit a monthly annotated LISTS Report. The GSFC LISTS Manager, Code 201, will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report to correct and update the information. This shall include a "mark out" of those employees who are no longer employed by the contractor or no longer meet the conditions of paragraph (a) of this clause. Any additional employees that meet the conditions in paragraph (a) shall be entered on the report, including the date the GSFC Form 24-27 for each such employee was submitted to the GSFC Security Branch. The annotated LISTS Report shall be submitted to the COTR, the GSFC Security Branch, Code 205.1, and to the LISTS Manager, Code 201, by the 10th calendar day of the month.

(d) Checkout Procedures. The Contractor shall ensure that all Contractor personnel that have NASA/GSFC issued identification, keys or other property that leave its employ or that no longer will be working onsite, process out through the GSFC Security Branch, Code 205.1 and return all such property. If not accomplished by the employee, the Contractor shall take action to ensure its accomplishment no later than 30 days after the employee's departure.

(End of clause)

H. 5 GOVERNMENT PREMISES--COMPLIANCE WITH PROCEDURES

(a) Compliance with procedures. While on Government premises, the Contractor shall comply with established requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or local installation management instructions, handbooks, or announcements. The following cover many of the requirements that must be met by contractors utilizing GSFC facilities:

GMI 1040.5	GSFC Emergency Management Program
GMI 1040.6	GSFC Emergency Management Plan
GMI 1152.9	Facilities Coordination Committee
GHB 1600.1	Security Manual
GMI 1700.2	GSFC Health and Safety Program
GMI 1772.1	Center Smoking Policy
GMI 1780.1	GSFC Confined Space Policy
GHB 1790.1	Chemical Hygiene Plan

Center Announcement No. 90-59--Contractor Business Use of Official Mail and of the Mail Services Center

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

(b) Telephone usage certification. If the installation provided property and services listed in NASA FAR Supplement clause 1852.245-77 includes the use of telephones, the Contractor shall provide an annual certification that all such usage was in accordance with GPG 2540, "GSFC Administrative Communications Facilities, Equipment and Services". This certification shall be

made in January of each year covering the preceding calendar year and at the conclusion of the Contractor's efforts onsite at the GSFC. The certification shall be submitted to the Contracting Officer with a copy to the Customer Interface Branch, Code 294.

(End of clause)

H. 6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

In accordance with FAR 15.204-1(b), the completed and submitted Section K, "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

H. 7 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (OCT 1999)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 12-98), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 12-98), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HS, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted though the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

H. 8 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS (GSFC 52.219-91) (AUG 2001) (FOR OFFEROR FILL-IN)

(a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see para (c.) of FAR clause 52.219-23].

(b) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

*NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
541512	$50,000,000	10%

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(c.) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the SDB evaluation subfactor. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s)

Acquisition Technologies Integration (ATI)
SGT, Inc.
Cogent Solutions LLC
Earth Resources Technology, Inc (ERT)

The contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor is as follows:

Dollars Percent of Contract Value

(End of clause)

H. 9 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (SEP 2000)

a. Purpose. This clause establishes additional safety and health requirements as contemplated by NASA FAR Supplement (NFS) clause 1852.223-70, "Safety and Health", of this contract.

b. Other safety and health requirements. (1) In addition to compliance with all Federal, state, and local laws as required by paragraph (a) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

"None"

(2)The immediate notification and prompt reporting required by paragraph (c) of clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Branch, Code 205.2, Tele 301-286-2281 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

H.10 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (GSFC 52.223-92) (OCT 1988)

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the GSFC Safety Officer, Code 205.2).

(End of clause)

H.11 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)

The delivery schedule and/or period of performance of task orders issued under this contract may be based upon specific projected spacecraft launch dates. In the event of a Government directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing, of the revised launch date, and allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the task order. This may result in an equitable adjustment to the estimated cost, award fee, and delivery schedule or period of performance of the task order. Failure to agree to an adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the task order as extended.

(End of clause)

H.12 TASK ORDERING PROCEDURE (NFS1852.216-80) (OCTOBER 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 25 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.13 SUPPLEMENTAL TASK ORDER ESTIMATED COST AND MAXIMUM AVAILABLE AWARD FEE PROCEDURE

The Government and Contractor agree that the maximum available award fee percentage specified in Attachment B, Direct and Indirect Rate and Maximum Available Award Fee Matrices, shall be used to calculate the maximum award fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. The Government shall solely determine the earned award fee under the contract. The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued."

(End of Clause)

H.14 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)

(a) 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.

(b) The nature of this conflict is: Software that is maintained and developed under this contract requires Independent Validation and Verification (IV&V). IV&V is provided by a separate contractor which must remain independent of the software development contractor. Contractors performing under this contract shall not be eligible to perform IV&V work on software produced under this contract.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, 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 and such specifications or statements of work are to be incorporated into a solicitation, the Contractor 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 the Contractor sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less that the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) 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 use them to compete with those other companies.

(End of clause)

H.15 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H. 16 CONTRACTOR-PROPOSED ENHANCEMENTS

The Contractor shall provide the enhancements that are described in Attachment C. These enhancements, which are over and above the requirements required by the contract terms and conditions and Basic Statement of Work, were proposed by the Contractor in response to the EMD Request for Proposal. The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions, Basic Statement of Work, and resultant task order requirements. The Contractor shall perform these enhancements on all task orders issued, unless specifically waived by the Contracting Officer in the task order.

(End of clause)

H.17 ACCESS UNDER "RIGHTS IN DATA" CLAUSE

To the extent NASA shall exercise any right under the clause of this contract titled "Rights in Data - General," Clause I.1, 52.227-14, including rights under Alternate V, NASA may provide access to such data to NASA contractors incident to NASA's administration of this contract."

(End of clause)

I. 1 SECTION I CLAUSES INCORPORATED BY REFERENCE

(52.202-1)	DEFINITIONS (DEC 2001)
(52.203-3)	GRATUITIES (APR 1984)
(52.203-5)	COVENANT AGAINST CONTINGENT FEES (APR 1984)
(52.203-6)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(52.203-7)	ANTI-KICKBACK PROCEDURES (JUL 1995)
(52.203-8)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-10)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-12)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(52.204-4)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(52.211-15)	DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEPT 1990)
(52.215-2)	AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(52.215-8)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(52.215-12)	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(52.215-13)	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.215-14)	INTEGRITY OF UNIT PRICES (OCT 1997)
(52.215-15)	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
(52.215-17)	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(52.215-18)	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
(52.215-19)	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(52.215-21)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.216-7)	ALLOWABLE COST AND PAYMENT (FEB 2002)
(52.219-4)	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR HUBZone SMALL BUSINESS CONCERNS (JAN 1999){offeror elects to waive the evaluation preference [ ]}
(52.219-8)	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
(52.219-9)	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001)
(52.219-16)	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(52.219-23)	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)[the factor in para (b) is 10 percent} {offeror elects to waive adjustment [ ]}
(52.219-25)	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)
(52.222-1)	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(52.222-3)	CONVICT LABOR (AUG 1996)
(52.222-19)	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2001)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (APR 2002)
(52.222-35)	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.222-36)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(52.222-37)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.223-5)	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
(52.223-6)	DRUG FREE WORK PLACE (MAY 2001)
(52.223-10)	WASTE REDUCTION PROGRAM (AUG 2000)
(52.223-14)	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
(52.224-1)	PRIVACY ACT NOTIFICATION (APR 1984)
(52.224-2)	PRIVACY ACT (APR 1984)
(52.225-1)	BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM-SUPPLIES (MAY 2002)
(52.225-13)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)
(52.226-1)	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
(52.227-1)	AUTHORIZATION AND CONSENT (JUL 1995)
(52.227-2)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
(52.227-11) FORM).	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT
	(JUNE 1997) as modified by NASA FAR SUPPLEMENT 1852.227-11
(52.227-14)	RIGHTS IN DATA-GENERAL (JUN 1987) and ALTERNATE V (JUN 1987) as modified by NASA FAR Supplement 1852.227-14

(3) (i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(End of addition)

(52.227-16)	ADDITIONAL DATA REQUIREMENTS (JUNE 1987)
(52.227-17)	RIGHTS IN DATA--SPECIAL WORKS (JUN 1987) as modified by NASA FAR Supplement 1852.227-17 (PN 89-72)(OCT 1995)
(52.227-21)	TECHNICAL DATA DECLARATION, REVISION AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (JAN 1997)
(52.228-7)	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(52.230-2)	COST ACCOUNTING STANDARDS (APR 1998)
(52.230-6)	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
(52.232-9)	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(52.232-17)	INTEREST (JUN 1996)
(52.232-18)	AVAILABILITY OF FUNDS (APR 1984)
(52.232-22)	LIMITATION OF FUNDS (APR 1984)
(52.232-23)	ASSIGNMENT OF CLAIMS (JAN 1986)
(52.232-25)	PROMPT PAYMENT (FEB 2002)-- ALTERNATE I (FEB 2002)
(52.232-34)	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) Paragraph (b)(1) is completed by: "(hereafter: "designated office"--Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-286-1748, no later than concurrent with the first request for payment."
(52.233-1)	DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)
(52.233-3)	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
(52.237-2)	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
(52.237-3)	CONTINUITY OF SERVICES (JAN 1991)
(52.239-1)	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(52.242-1)	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(52.242-3)	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
(52.242-4)	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(52.242-13)	BANKRUPTCY (JUL 1995)
(52.243-2)	CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
(52.243-7)	NOTIFICATION OF CHANGES (APR 1984)

SECTION I OF CONTRACT NAS5-03098

CONTRACT CLAUSES

(52.244-2)	SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) Paragraph (e) Fill-in "not withstanding the notification requirements of subparagraph (f)(2) in this clause, (1) the Contractor shall obtain Contracting Officer's written consent before placing a subcontract for facilities; (2) the Contractor shall obtain technical concurrence from the ESDIS Hardware Manager prior to awarding any subcontracts/purchase orders for IT resources valued at or above $10,000; and (3) the Contractor shall submit copies of any subcontracts/purchase orders and supporting documentation for IT resources valued under $10,000 to the ESDIS Hardware Manager within one working day of issuance." Paragraph (k) fill-in: "None".
(52.244-5)	COMPETITION IN SUBCONTRACTING (DEC 1996)
(52.244-6)	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
(52.245-5)	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
(52.245-18)	SPECIAL TEST EQUIPMENT (FEB 1993)
(52.245-19)	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
(52.246-25)	LIMITATION OF LIABILITY-SERVICES (FEB 1997)
(52.247-1)	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
(52.247-63)	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
(52.247-67)	SUBMISSION OF COMMERCIAL TRANPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
(52.248-1)	VALUE ENGINEERING (FEB 2000)
(52.249-6)	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
(52.249-14)	EXCUSABLE DELAYS (APR 1984)
(52.251-1)	GOVERNMENT SUPPLY SOURCES (APR 1984)
(52.251-2)	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)
(1852.203-70)	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
(1852.204-76)	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JULY 2001) Para (c) is completed with "30 days"

(1852.215-84)	OMBUDSMAN --ALTERNATE I (JUNE 2000) The installation Ombudsman is William F. Townsend, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-5066, Fax 301 286-1714, E-mail address: William.F.Townsend.1@gsfc.nasa.gov
(1852.216-89)	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
(1852.219-77)	NASA MENTOR-PROTEGE PROGRAM (MAY 1999)
(1852.219-79)	MENTOR REQUIREMENTS AND EVALUATION (MAR 1999)
(1852.223-74)	DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
(1852.227-86)	COMMERCIAL COMPUTER SOFTWARE--LICENSING (DECEMBER 1987)
(1852.242-78)	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

NOTE: This clause applies to task orders requiring on-site performance only.

(1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I.2 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

This contract is subject to the written approval of the Procurement Officer, Goddard Space Flight Center, and shall not be binding until so approved.

(End of clause)

I.3 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT-CONTRACTOR CERTIFICATION (52.222-48)(AUG 1996)

(a) The following certification shall be checked:

Certification

The offeror certifies **X** does not certify ___ that-

(1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;
(2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and

established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

(End of clause)

I.4 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least $100,000; except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I. 5 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

http://www.arnet.gov/far/

NASA FAR Supplement (NFS) clauses:

http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I. 6 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I. 7 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.8 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

I.9 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

I.10 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.11 RIGHTS TO PROPOSAL DATA (TECHNICAL) (52.227-23) (JUNE 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated October 7, 2002, upon which this contract is based.

(End of clause)

I.12 CENTER FOR AEROSPACE INFORMATION--FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-70) (JULY 2000)

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) (http://www.sti.nasa.gov) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information, which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) In addition to the final report, as defined at 1827.406-70(a)(3), submitted to the contracting officer, a reproducible copy and a printed or reproduced copy of the final report or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)
Attn: Document Processing Section
7121 Standard Drive
Hanover, Maryland 21076-1320
Phone: 301-621-0390
FAX: 301-621-0134

(d) The last page of the final report submitted to CASI shall be a completed Standard Form (SF) 298, Report Documentation Page. In addition to the copy of the final report, the contractor shall provide, to CASI, a copy of the letter transmitting the final report to NASA for its Document Availability Authorization (DAA) review.

(e) The contractor shall not release the final report, outside of NASA, until the DAA review has been completed by NASA and availability of the report has been determined.

(End of clause)

I.13 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

I-14 ENGINEERING CHANGE PROPOSALS (1852.243-70) (OCTOBER 2001) -- ALTERNATE I (1852.243-70) (JULY 1997) AND ALTERNATE II (1852.243-70) (SEP 1990)

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" estimated cost increase or decrease adjustment amount, if any, and the required period of performance adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the estimated cost and period of performance adjustments, if any, prior to issuing an order for implementation of the change. An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(f) If the estimated cost adjustment proposed for any Contractor-originated ECP is $550,000 or less, the ECP shall be executed with no adjustment to the estimated cost.

(End of clause)

LIST OF ATTACHMENTS

J. 1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

Attachment	Description	Date	No. of Pages
A	Basic Statement of Work	June 24, 2002	12
B	Direct and Indirect Rate and Maximum Available Award Fee Matrices October 7, 2002		29
C	Contractor Proposed Enhancements October 7, 2002		18
D	Government Furnished On-site and Off-site Property List W/Supplement	June 24, 2002	181
E	Functional and Performance Requirements Specification for the Earth Observing System Data and Information System (EOSDIS) Core System, Rev. D, CH 15	February 2, 2002	276
F	Safety and Health Plan	October 7, 2002	92
G	Small Business Subcontracting Plan	October 7, 2002	33
H	Information Technology Security Plan	Due 30 Days After Award Of Contract	
J	Financial Management Reporting Instructions		2