

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE 07	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 66	3. EFFECTIVE DATE PS41-B	4. REQUISITION/PURCHASE REQ. NO. 1-1-FD-D5469 (1F)	5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	7. ADMINISTERED BY (If other than Item 6) PS41-B/Becky K. Crane/256-544-3361	AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Lockheed Martin Engineering & Sciences Company 2625 Bay Area Boulevard Houston, TX 77058 C/O Lockheed Martin Space Mission Systems & Services Attn: Frank Barnes P.O. Box 240006 Huntsville, AL 35824-6406 CODE 51017 FACILITY CODE	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-44000
		10B. DATED (SEE ITEM 13) August 19, 1996

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes – Cost Reimbursement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return **3** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2 for a description of this modification

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) PATRICK N. BAKER Vice President of Business Management	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BYRON W. BUTLER Deputy Director Procurement Office
15B. CONTRACTOR/OFFEROR (Original signed by Patrick N. Baker) (Signature of person authorized to sign)	15C. DATE SIGNED 11/29/01
16B. UNITED STATES OF AMERICA BY (Original signed by Byron W. Butler) (Signature of Contracting Officer)	16C. DATE SIGNED 11/29/01

Page 1, Block 14 tabulation of contract changes:

	Negotiated Est. Cost	Provisional Est. Cost	Award Fee Earned	Potential Award Fee	Incentive Fee Earned	Potential Incentive Fee	Total Contract Value	Total Sum Allotted
Previous Total	\$151,379,481	\$6,053,111	\$5,348,589	\$1,404,907	\$ 0	\$ 0	\$164,186,088	\$163,635,001
This Mod	22,956,043	(3,059,712)	0	937,615	0	504,869	21,338,815	0
Revised Total	\$174,335,524	\$2,993,399	\$5,348,589	\$2,342,522	\$ 0	\$504,869	\$185,524,903	\$163,635,001

This bilateral modification is issued to definitize the contractor's proposal dated August 22, 2001 for the UMS Extension effort. The following contract changes are consistent with the proposal updates and negotiations finalized on November 6, 2001.

This modification incorporates the following significant changes: (1) increase the negotiated estimated cost by \$22,956,043 [\$19,896,331 represents UMS Extension cost] from \$151,379,481 to \$174,335,524; (2) decrease provisional estimated cost by \$3,059,712 from \$6,053,111 to \$2,993,399 [represents undefinitized tasks]; (3) increase the potential award fee by \$937,615 from \$1,404,907 to \$2,342,522; (4) add potential incentive fee of \$504,869 for performance beginning October 1, 2001; (5) extend the period of performance until September 30, 2002; (6) add performance incentive fee clauses; and (7) incorporate a Performance Evaluation Plan as Attachment J-4-a to combine award fee and incentive fee procedures and add contract risk management safety criteria.

Additional administrative changes were incorporated to reflect current applicable clause revisions and contract specific terms including: (1) elimination of G&A ceiling for the UMS Extension period; (2) revision of key personnel; and (3) approval of consent to subcontract.

All sections of the contract including the attachments are provided to ensure conformance of the contract and to reflect varied terms and conditions between the initial five-year contract period and the extension period herein authorized.

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform and provide:

“Utilization and Mission Support (UMS) Services”

(End of Clause)

B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

- (a) The estimated cost of this contract is \$171,275,812.
- (b) The maximum available award fee is \$8,504,732. The total estimated cost and maximum award fee is \$179,780,544.
- (c) Breakout of contract cost and fees is as follows:

Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Total Contract Value
08/19/96 - 08/31/97	\$ 29,895,552	\$1,382,586	(\$317,432)	N/A	N/A	\$ 30,960,706
09/01/97 - 08/31/98	\$ 28,236,699	\$1,345,902	(\$177,659)	N/A	N/A	\$ 29,404,942
09/01/98 - 08/18/99	\$ 33,785,672	\$1,486,603	(\$146,431)	N/A	N/A	\$ 35,125,844
08/19/99 - 08/18/00	\$ 29,525,231	\$1,566,767	(\$ 63,821)	N/A	N/A	\$ 31,028,177
08/19/00 - 09/30/01	\$ 29,936,327	\$1,785,259	0	N/A	N/A	\$ 31,721,586
10/01/01 - 09/30/02	<u>\$ 19,896,331</u>	<u>\$ 937,615</u>	<u>0</u>	<u>\$ 504,869</u>	<u>0</u>	<u>\$ 21,338,815</u>
Total	\$171,275,812	\$8,504,732	(\$ 705,343)	\$ 504,869	\$ 0	\$179,580,070

- (d) Estimated cost and fees applicable to the UMS Extension Option Year are set forth below:

Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Total Contract Value
10/01/02 - 09/30/03	\$ 17,745,319	\$ 836,248	-0-	\$ 450,288	-0-	\$ 19,031,855

NOTE: Effective on October 1, 2001 for the UMS Extension effort the maximum available fee dollars will be divided as follows: 65% award fee and 35% performance incentive fee.

(End of Clause)

B.3 ESTIMATED COST AND INCENTIVE FEE (NFS 1852.216-84) (OCT 1996)

- (a) The estimated cost of this contract is \$171,275,812.
- (b) The maximum available incentive fee is \$504,869. The minimum available incentive fee is \$0. The total estimated cost and maximum incentive fee is \$171,780,681.
- (c) Breakout of contract cost and fees is as follows:

See Chart in Section B.2

(d) Cost sharing for cost underruns and cost overruns is not applicable to this contract.

NOTE: Effective on October 1, 2001 for the UMS Extension effort the maximum available fee dollars will be divided as follows: 65% award fee and 35% performance incentive fee.

(End of Clause)

B.4 AWARD FEE AND PAYMENTS OF FEE

(a) Award Fee Evaluation

(1) The Contractor's performance hereunder shall be evaluated semiannually (or at intervals to be fixed by the Fee Determination Official) by the Performance Evaluation Board composed of individuals appointed by the MSFC Center Director. This Board, after evaluating Contractor performance, will report findings and recommendations to the Fee Determination Official. This Official will determine whether, and to what extent, the Contractor's performance for the preceding six months warrants payment of a prorata share of the potential award fee provided for in Section B.2 of this contract entitled "Estimated Cost and Award Fee."

(2) Evaluations by the Performance Evaluation Board shall be in accordance with "MSFC CPAF/CPIF Evaluation Plan for General Mission Services."

(3) The Performance Evaluation Board report of findings shall be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the reasons for concluding that the award fee was or was not earned, so that the Contractor will know those areas of its operations which are exemplary and which require improvement. Fee Determinations by the Fee Determination Official shall not be subject to the "Disputes" clause of this contract and shall be final, except that nothing in this clause shall be construed as making final the decision of the Fee Determination Official on a matter involving a question of law.

(4) The award fee shall be subject to the limitations set forth in the "Limitations of Funds" clause of this contract.

(b) Payment of Fees

(1) This contract contains no base fee.

(2) Fifty percent (50%) of the potential award fee shall be provisionally paid to the Contractor in periodic installments based upon percentage of work completed as determined by the Contracting Officer. In the event that the actual award fee, as determined by the Fee Determination Official, is less than the provisional payment, the Contractor will either reimburse the difference or credit the next payment voucher for the amount of such overpayment.

(3) Award fee that is determined to be payable by the Fee Determination Official under this contract shall be in addition to the base fee, if any, and shall be payable upon notice of award to the Contractor from the Contracting Officer and submission of an invoice or public voucher by the Contractor.

(4) In the event this contract is terminated prior to a regularly scheduled semiannual award fee determination, the award fee to be paid the Contractor shall be an appropriate portion of the potential award fee, if any, as may be determined by the Fee Determination Official.

(5) The amount of award fee which has been awarded pursuant to this clause and the period of which said fee applies is set forth below.

<u>Award Fee Period</u>	<u>Amount</u>
August 19, 1996 through February 28, 1997	\$461,746
March 1, 1997 through August 31, 1997	\$603,408
September 1, 1997 through February 28, 1999	\$582,776
March 1, 1998 through August 31, 1998	\$585,467
September 1, 1998 through February 28, 1999	\$670,460
March 1, 1999 through August 31, 1999	\$669,715
September 1, 1999 through February 29, 2000	\$347,927
March 1, 2000 through August 31, 2000	\$1,070,703
September 1, 2000 through February 28, 2001	<u>\$356,387</u>
Total:	\$5,348,589

(End of Clause)

B.5 PERFORMANCE INCENTIVE FEE AND PAYMENT OF FEE

(a) Incentive Fee Evaluation

(1) The Contractor's performance hereunder shall be evaluated semiannually (or at intervals to be fixed by the Fee Determination Official) by the Performance Evaluation Board composed of individuals appointed by the MSFC Center Director. This Board, after evaluating Contractor performance, will report findings and recommendations to the Fee Determination Official. This Official will determine whether, and to what extent, the Contractor's performance for the preceding six months warrants payment of a prorata share of the potential performance incentive fee provided for in Section B.3 of this contract entitled "Estimated Cost and Incentive Fee."

(2) Evaluations by the Performance Evaluation Board shall be in accordance with "MSFC CPAF/CPIF Evaluation Plan for General Mission Services."

(3) The Performance Evaluation Board report of findings shall be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the reasons for concluding that the incentive fee was or was not earned, so that the Contractor will know those areas of its operations which are exemplary and which require improvement. Fee Determinations by the Fee Determination Official shall not be subject to the "Disputes" clause of this contract and shall be final, except that nothing in this clause shall be construed as making final the decision of the Fee Determination Official on a matter involving a question of law.

(4) The incentive fee shall be subject to the limitations set forth in the "Limitations of Funds" clause of this contract.

(b) Payment of Fees

(1) This contract contains no base fee.

(2) Fifty percent (50%) of the potential incentive fee shall be provisionally paid to the Contractor in periodic installments based upon percentage of work completed as determined by the Contracting Officer. In the event that the actual incentive fee, as determined by the Fee Determination Official, is less than the provisional payment, the Contractor will either reimburse the difference or credit the next payment voucher for the amount of such overpayment.

(3) Incentive fee that is determined to be payable by the Fee Determination Official under this contract shall be in addition to the base fee, if any, and shall be payable upon notice of award to the Contractor from the Contracting Officer and submission of an invoice or public voucher by the Contractor.

(4) In the event this contract is terminated prior to a regularly scheduled semiannual fee determination, the incentive fee to be paid the Contractor shall be an appropriate portion of the potential incentive fee, if any, as may be determined by the Fee Determination Official.

(5) The amount of incentive fee which has been awarded pursuant to this clause and the period of which said fee applies is set forth below.

<u>Fee Evaluation Periods</u>	<u>Amount</u>
October 1, 2001 through March 31, 2002	TBD
April 1, 2002 through September 30, 2002	<u>TBD</u>
Total:	\$ 0

(End of Clause)

B.6 PREMIUMS FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Period</u>
	August 19, 1996 – August 18, 1997
	August 19, 1997 – August 18, 1998
	August 19, 1998 – August 18, 1999
	August 19, 1999 – August 18, 2000
	August 19, 2000 – September 30, 2001
	October 1, 2001 – September 30, 2002

(End of Clause)

B.7 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purpose of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$157,084,528. This allotment is for Utilization Mission Support for the Mission Operations Laboratory and covers the following estimated period of performance: Date of contract award through November 30, 2001.

(b) An additional amount of \$6,550,473 is obligated under this contract for payment of fee(s).

(c) Recapitulation of funding is as follows:

	Previous	Earned Award Adjustment	Earned Incentive Adjustment	Funding This Action	Revised Total
Estimated Cost:	\$157,084,528	-0-	-0-	\$ 0	\$157,084,528
Award Fee Pool:	1,201,884	-0-	-0-	0	1,201,884
Earned Award Fee:	<u>5,348,589</u>	<u>-0-</u>	<u>-0-</u>	<u>0</u>	<u>5,348,589</u>
Total Sum Allotted:	\$163,635,001	-0-	-0-	\$ 0	\$163,635,001

(End of Clause)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs by Calendar Year

<u>Contractor</u>	<u>Year</u>	<u>Calendar Rate</u>	<u>G&A Base</u>
Lockheed Martin	1996		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	1997		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	1998		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	1999		All reasonable, allowable, and allocable costs incurred during the third year of the contract up to \$23,246,805
Lockheed Martin	1999		All reasonable, allowable, and allocable costs incurred during the third year of the contract above \$23,246,805
Lockheed Martin	2000		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	2001		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

NOTE: Per negotiations for the UMS Extension effort (effective October 1, 2001), the Government will not impose the indirect cost rate ceilings (specifically the G&A ceiling rate) as previously applied and as delineated above.

(End of Clause)

B.9 CONTRACT EXTENSION RESULTING FROM PROTESTS

(a) If the award of a successor contract to perform the services being performed under this contract is delayed because of a protest, the Contracting Officer may extend the period of performance on this contract to cover any delay caused by such a protest. The Contractor shall be entitled to an equitable adjustment for such an extension, subject to the limitations in paragraph (b).

(b) The final award fee evaluation period may be extended to include the contract extension period provided for in paragraph (a). However, if the Contractor is the protestor or one of the protestors, no additional fee shall be put in the award fee pool or otherwise made available to the Contractor, unless the Contractor or another protestor substantially prevails in the protest.

(End of Clause)

[END OF SECTION]

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (MSFC 52.211-93) (FEB 2001)

The Description/Specifications/Statement of Work for the UMS effort from August 19, 1996 through September 30, 2001 is contained in Attachment J-1. The Description/Specifications/Statement of Work for the UMS Extension effort beginning October 1, 2001 is contained in Attachment J-1-a.

(End of Clause)

C.2 GENERAL

It is understood and agreed that the work performed under this contract is on a "Mission" basis and that the applicable Statement of Work (SOW) is stated in broad terms in order to achieve maximum required flexibility. Detailed Government direction will be limited to the minimum necessary to assure operational requirements are met. The Contractor shall be responsible for staffing the contract with appropriate skills and numbers of personnel to assure work is performed in a high quality, timely, and cost effective manner. The Contractor's obligation under this contract shall include resolution of unusual or emergency situations or increased work volume which may occur from time to time throughout the period of performance. Work and increased work volume of this nature, e.g. mission model changes, directed of the Contractor by the Government will be by "Task Directives" from the Contracting Officer or his Representative. Services so directed shall be considered within the general scope of the contract, entirely within the Contractor's original obligation and will not constitute nor be construed as a change within the meaning of the clause of this contract entitled "Changes – Cost Reimbursement – Alternate II." However, if any written direction by the Government through Task Directives is considered by the Contractor to be a change to the original contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such questions to the Contracting Officer for resolution in accordance with the procedures set forth in the Technical Direction Clause (Section G) of this contract.

(End of Clause)

C.3 ACCESSIBILITY REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Special requirements for meeting the needs of individuals with disabilities shall be considered part of the scope of this contract.

In performance of the UMS mission, the Contractor shall provide accessibility of information resources for individuals with disabilities in accordance with FIRMR 201-20.103.7.

(End of Clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING, HANDLING, AND TRANSPORTATION (NFS 1852.211-70) (JUN 2000)

(a) The Contractor shall comply with NPG 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of Clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.246-3 Inspection of Supplies – Cost Reimbursement (APR 1984)

52.246-4 Inspection of Services – Cost Reimbursement (APR 1984)

(End of Clause)

E.2 PLACE OF FINAL INSPECTION AND ACCEPTANCE

The place of final inspection and acceptance for deliverables under this contract shall be at FOB point as set forth in clause F.7, "Free on Board (FOB) Point."

(End of Clause)

E.3 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (JUN 1995)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original and three (3) copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846-672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(b) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

- 52.242-15 Stop-Work Order (Aug 1989) – Alternate I (Apr 1984)
- 52.242-10 F.O.B. Origin – Government Bills of Lading or Prepaid Postage (Apr 1984)
- 52.247-34 F.O.B. Destination (Nov 1991)
- 52.247-65 F.O.B. Origin, Prepaid Freight – Small Package Shipments (Jan 1991)

(End of Clause)

F.2 DELIVERY SCHEDULE

The Contractor shall deliver the items required to be furnished by this contract as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Shipping Address</u>
	SEE ATTACHMENT J-1			*SEE BELOW

*SHIP TO: National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Attn: CN72/Transportation Officer
Building 4471
Marshall Space Flight Center, AL 35812

(AND OTHER LOCATIONS AS APPROVED IN WRITING BY THE CONTRACTING OFFICER)

(End of Clause)

F.3 PERIOD OF PERFORMANCE

- (a) The period of performance of the base contract effort shall be August 19, 1996 through August 18, 1999.
- (b) The period of performance for the exercised option years 1 & 2 shall be August 19, 1999 through September 30, 2001.
- (c) The period of performance for the extension year exercised herein shall be October 1, 2001 through September 30, 2002.
- (d) In the event the Government elects to exercise its option pursuant to the terms of this contract, the period of performance for the extension option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	10/01/02 – 09/30/03

(End of Clause)

F.4 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract at MSFC and other locations specified in the SOW, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.5 OPTION TO EXTEND SERVICES (FAR 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.

(End of Clause)

F.6 SHIPMENT BY GOVERNMENT BILLS OF LADING (NFS 1852.247-73) (OCT 2000)

(a) The Contractor shall ship items deliverable under this contract, if the transportation cost per shipment exceeds \$1,000, by Government bills of lading (GBLs). At least 15 days before shipment, the Contractor shall request in writing GBLs from: AD42/Transportation Team, George C. Marshall Space Flight Center, Building 4471, Marshall Space Flight Center, AL 35812. If time is limited, requests may be by telephone: 256-544-2617. Requests for GBLs shall include the following information:

- (1) Item identification/ description.
- (2) Origin and destination.
- (3) Individual and total weights.
- (4) Dimensions and total cubic footage.
- (5) Total number of pieces.
- (6) Total dollar value.
- (7) Other pertinent data.

(b) The Contractor shall prepay transportation charges of \$1,000 or less per shipment. The Government shall reimburse the contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____

Destination: _____"

(End of Clause)

F.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of this contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercised this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five and one-half years. (IMPORTANT NOTE: The total duration of this contract including the exercise of the extension period and any options, per NASA Headquarters FAR/NFS Deviation approval granted September 26, 2001, may be extended up to but not exceeding seven and one-half years.)

(End of Clause)

F.8 FREE ON BOARD (FOB) POINT

(a) The FOB point for deliverables under this contract shall be the George C. Marshall Space Flight Center, Marshall Space Flight Center, AL 35812, at the sites requiring the deliverables, or for specific items, when so directed by the Contracting Officer or his duly authorized representative, at the Contractor's facilities.

(b) Those items having the FOB point at the Contractor's facilities in accordance with (a) above shall be shipped as directed by the Contracting Officer or his duly authorized representative and in accordance with F.4 or alternately in accordance with clause 52.247-1, "Commercial Bill of Lading Notations."

(End of Clause)

F.9 SECTION 10721 RATES (MSFC 52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of Clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.223-71 Frequency Authorization (Dec 1988)
1852.227-70 New Technology (Nov 1998)
1852.227-86 Commercial Computer Software Licensing (Dec 1987)
1852.242-71 Travel Outside The United States (Dec 1988)
1852.242-73 NASA Contractor Financial Management Reporting (Jul 2000)

(End of Clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 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 should be submitted to:

George C. Marshall Space Flight Center
Attn: RS20/Accounting Operations Office
Marshall Space Flight Center AL 35812

(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 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 Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

Defense Contract Audit Agency
2339 Route 70, West, NE-1
Cherry Hill, NJ 08358

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

(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:

George C. Marshall Space Flight Center
Attn: RS20/Accounting Operations Office
Marshall Space Flight Center AL 35812

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.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 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:

New Technology Representative/CD30
NASA Marshall Space Flight Center
Marshall Space Flight Center AL 35812

Patent Representative/LS01
NASA Marshall Space Flight Center
Marshall Space Flight Center AL 35812

(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.4 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 1999)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

G.5 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C (specifically in Section J-1, SOW) of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as

described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.6 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-7 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Marshall Space Flight Center and at other locations as may be approved by the Contracting Officer. Under the FAR 52.245-5 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

G.7 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government 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) Equipment to be made available is listed in Attachment J-8. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the

Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) 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: See Attachment J-8
- (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.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION

A. Classification, Grade, Rates

<u>Classification</u>	<u>Grade</u>	<u>Rate</u>
Computer Operator III	GS-06	10.78
Computer Operator V	GS-08	13.26
Computer Programmer I	GS-05	9.67
Computer Programmer III	GS-09	14.65
Computer Programmer IV	GS-11	17.73
Computer Systems Analyst II	GS-11	17.73
Computer Systems Analyst III	GS-12	21.25
Electronics Technician, Maintenance III	WG-10	12.47
Engineering Technician II	GS-04	8.64

Engineering Technician IV	GS-07	11.98
Engineering Technician VI	GS-11	17.73
Material Coordinator	WG-07	10.97
Secretary I	GS-04	8.64
Secretary III	GS-06	10.78
Secretary IV	GS-07	11.98
Technical Writer	GS-11	17.73

B. Fringe Benefits (applicable to all classifications)

1. Insurance and Health Programs

Life, accident, and health insurance and sick leave programs (5.1 percent of basic hourly rate).

2. Holidays

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Presidents' Birthday Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans' Day
- i. Thanksgiving Day
- j. Christmas Day

3. Vacation or Paid Leave

- a. 2 hours of annual leave each week for an employee with less than three years of service.
- b. 3 hours of annual leave each week for an employee with less than fifteen years of service.
- c. 4 hours of annual leave each week for an employee with fifteen or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Saving Plan plus Social Security.

NOTE: The information given in the above clause has not been revised from its original content in the contract effective on August 19, 1996. Specific comparison with current wages and fringe benefits for the UMS Extension effort effective on October 1, 2001 may not be valid.

(End of Clause)

G.9 ASSIGNMENT OF THIS CONTRACT

At the direction of the Government, this entire contract or any portion of the contract, may be assigned or transferred from NASA to another Government agency or to a different Prime Contractor, at any time during performance of the contract during the option periods. If the provisions of this contract need to be modified to fit the new arrangement, the parties agree to negotiate such changes in good faith (with each other and with the new contracting party). As a last resort, the contracting officer may issue unilateral modifications (subject to equitable adjustments) to make this contract fit the post-assignment contractual relationships.

(End of Clause)

G.10 CONTINUATION OF STD. FORMS (Form 26) DATA (MSFC 52.204-92) (FEB 2001)

P-6-EO-06005 (1F)	479-41-00-T585-EO-6-00M-K01-2522	\$1,096,322.00
P-6-EO-06007 (1F)	479-41-00-T585-EO-6-00M-K03-2522	\$ 167,733.00
P-6-EO-06008 (1F)	479-44-00-T585-EO-6-00M-K05-2522	\$ 347,272.00
P-6-EO-06012 (1F)	926-82-10-T585-EO-6-00M-G01-2522	\$ 553,133.00
P-6-EO-06013 (1F)	926-82-10-T585-EO-6-00M-G02-2522	\$ 146,859.00
P-6-EO-06016 (1F)	250-41-47-T585-EO-6-00M-H01-2522	\$ 317,824.00
P-6-EO-06017 (1F)	250-41-47-T585-EO-6-00M-H02-2522	\$ 53,963.00
W-6-EO-06020 (1F)	455-40-31-T585-EO-6-00S-L01-2522	\$ 505,788.00
W-6-EO-06023 (1F)	455-40-31-T585-EO-6-00S-L04-2522	\$ 55,910.00

NOTE: The information given in the above clause reflects only the original accounting and appropriation data from the contract awarded on August 19, 1996. Additional funding allocations with accounting and appropriation data has been provided within subsequent contract modifications.

(End of Clause)

G.11 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)

(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.12 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (AUG 2001)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)

- (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.
- (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission. One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: PS12/Contract Property, National Aeronautics and Space Administration, George C. Marshall Space Flight Center, Marshall Space Flight Center AL 35812, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission

(c) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. ~~The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports when due.~~ Such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by NASA. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

G.13 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUN 2000)

(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. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the "MSFC CPAF Evaluation Plan for General Mission Services." 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 MSFC Payment Office will make payment based on the unilateral modification issued by the Contracting Officer.

(d) After 85 percent 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 at Section B.4. 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 periodic basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 50% 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.14 PERFORMANCE INCENTIVE (NFS 1852.216-88) (JAN 1997) DEVIATION

(a) Performance incentives apply to the following UMS specific critical services for ISS Missions:

- Space-to-Ground Voice
- Command Service
- Telemetry Service
- PIM OCR Service

The performance incentives will measure the performance of the above services during the required service schedule of 24 hours per day, 7 days a week (24x7). The performance incentive becomes effective beginning on October 1, 2001 for the UMS Extension effort. It includes an objective evaluation of the standard performance level but shall not include specific amounts associated with positive or negative incentives.

(b) Standard performance level. At the standard performance level, the Contractor has met the contract requirement for the required services during the 24x7 schedule. Upon achievement of the standard performance level the contractor shall receive 100% of the available incentive fee for the period evaluated. The accomplishment of each criteria (given above) shall be evaluated per the attached Performance Evaluation Plan and will be judged on the following graduated scale:

<u>Percentage of Service Availability During Evaluation Period</u>	<u>Percentage of Incentive Fee Earned</u>
≥ 98.0%	100%
97.9% – 97.0%	75%
96.9% - 96.0%	50%
95.9% - 95.0%	25%
≤ 94.9%	0%

(c) Positive incentive. Specific positive incentives are not provided for this contract effort. The objective evaluation of performance for each critical service shall serve to adjust the amount of incentive fee earned.

(d) Negative incentive. Specific negative incentives are not provided for this contract effort. The objective evaluation of performance for each critical service shall serve to adjust the amount of incentive fee earned.

(End of clause)

[END OF SECTION]

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

- 1852.208-81 Restrictions on Printing and Duplicating (Oct 2001)
- 1852.223-75 Major Breach of Safety or Security (May 2001)
- 1852.242-72 Observance of Legal Holidays (Aug 1992) – Alternate I (Sep 1989)
- 1852.244-70 Geographic Participation in the Aerospace Program (Apr 1985)

(End of clause)

H.2 ASBESTOS MATERIAL (MSFC 52.223-90) (MAR 1993)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and may other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify representatives of the Environmental Health Office, an office within the MSFC Medical Center, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.3 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

H.4 LIMITATION OF FUTURE CONTRACTING (FAR 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 TBD.

(e) 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 that 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 than 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.

- (3) To the extent that the work under this contract required access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

H.5 KEY PERSONNEL AND FACILITIES (FAR 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

KEY PERSONNEL

POSITION/TITLE

(End of Clause)

H.6 EMERGENCY EVACUATION PROCEDURES (FAR 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)

H.7 SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES (FAR 1852.204-76) (SEP 1993)

REVISED AND MOVED TO SECTION I

(End of Clause)

H.8 SECURITY PLAN FOR UNCLASSIFIED FEDERAL COMPUTER SYSTEMS (FAR 1852.204-78) (SEP 1993)

In addition to complying with any functional and technical security requirements set forth in the Schedule and the clauses of this contract, the Contractor shall comply with the Security Plan for Unclassified Federal Computer Systems submitted pursuant to provision 1852.204-77, Submission of Security Plan For Unclassified Federal Computer Systems, as approved by the Contracting Officer.

(End of Clause)

H.9 PROCUREMENT AUTHORITY (201-39.5202-3) (OCT FIRMR)

This acquisition is being conducted under a specific acquisition delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is KAA-95-0136.

(End of Clause)

H.10 PRIVACY OR SECURITY SAFEGUARDS (201-39.5205-5) (OCT 1990 FIRMR)

(a) The details of any safeguards the Contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The details of any safeguards that may be revealed to the Contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(c) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(End of Clause)

H.11 WARRANTY EXCLUSION AND LIMITATION OF DAMAGES (201-39.5205-6) (OCT 1990 FIRMR)

Except as expressly set forth in writing in this agreement and except for the implied warrant of merchantability, there are no warranties expressed or implied. In no event will the Contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, Section 2-715, in effect in the District of Columbia as of January 1, 1973; i.e.:

Consequential damages resulting from the seller's breach include:

- (a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise and
- (b) Injury to person or property proximately resulting from any breach of warranty.

(End of Clause)

H.12 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS (MSFC 52.239-91) (OCT 1992)

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; other physical, design, or functioning characteristics of equipment, software package, or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above made in any publications, drawings, or specification accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal in question.

(End of Clause)

H.13 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2001)

(a) If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials which may be contained in the contract.

(End of Clause)

H.14 LABOR PROVISIONS

Pursuant to the requirements of the Service Contract Act of 1965, as amended, and the applicable clauses incorporated in Section I, the minimum wages to be paid service employees under this contract shall be those set forth in the Department of Labor Wage Determination (Section J, Attachment J-3).

(End of Clause)

H.15 SUBCONTRACTS

(a) In accordance with the clause entitled “Subcontracts (Cost Reimbursement and Letter Contracts) – Alternate I,” the following classes of subcontracts are designated for special surveillance and the Contractor shall obtain the Contracting Officer’s written consent before placement:

- (1) All cost reimbursement subcontracts.
- (2) All fixed price subcontracts exceeding \$250,000 total value, including all options, if the Contractor has an approved purchasing system.
- (3) All fixed price subcontracts exceeding \$25,000 total value, including all options, if the Contractor does not have any approved purchasing system.

(b) In conducting procurements for FIP resources, the Contractor shall generally comply with the acquisition planning, publication, and competition requirements as set forth in FIRMR 201-20.1, 201-20.2, 201-39.5, and 201-39.6, and FAR Part 6. Before issuing a solicitation for any FIP resource procurement estimated to exceed \$2,500,000 in total value, the Contractor shall obtain the Contracting Officer’s prior written approval to proceed with the procurement.

(c) All subcontracts shall be in the name of the Contractor and shall not bind nor purport to bind the Government in any manner.

(d) Pursuant to FAR 44.202-1(c), consent requirements have been satisfied for the definitization of the following letter subcontracts evaluated during negotiations for Modification No. 12:

Subcontract No.	Subcontractor	Subcontract Amount
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Subsequent changes to the scope, value or terms and conditions of the subcontracts delineated above shall be subject to the consent requirements of FAR Clause 52.244-2. Pursuant to FAR 44.203(a), Contracting Officer’s consent to these definitized subcontracts does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of such costs.

(e) Pursuant to FAR 44.202-1(c), consent requirements have been satisfied for the definitization of the following letter subcontracts evaluated during negotiations for the UMS Extension effort authorized herein by Modification No. 66:

Subcontract No.	Subcontractor	Subcontract Amount
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Subsequent changes to the scope, value or terms and conditions of the subcontracts delineated above shall be subject to the consent requirements of FAR Clause 52.244-2. Pursuant to FAR 44.203(a), Contracting Officer’s consent to these definitized subcontracts does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of such costs.

(End of Clause)

H.16 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any NASA laboratory or office are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such NASA management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- Policy making or management of NASA operations;
- NASA Program or project management;
- Technical management of Government contracts;
- NASA management planning, programming, budgeting, reviewing, and analysis;
- Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting therefore;
- Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit NASA in any capacity;
- Clerical and other administration-type functions required to be performed by civil service personnel; and
- Supervision of Government employees.

(End of Clause)

H.17 UMS COST REDUCTION

A. OVERVIEW

The UMS Cost Reduction Program is initiated to encourage and incentivize the UMS Contractor to propose methods of performing the UMS effort that will save resources. These proposals shall be of an innovative nature and not as a result of normal prudent business management or incremental improvement efforts in day-to-day operations. The Contractor must maintain satisfactory technical performance and cost control on the overall UMS effort to be eligible for the award fee associated with the cost reduction proposal as described below.

Any effect on the Small and Small Disadvantaged Business goals must be fully addressed by the Contractor.

The cost reduction proposals shall be based on the functions as described in the UMS Statement of Work in effect at the time of submittal.

B. IMPLEMENTATION

The Contractor shall propose cost reductions to the total negotiated estimated amount of the contract based on innovative or improved methods of performing the UMS Mission. Each Cost Reduction Proposal (CRP) shall include a technical and cost portion for evaluation. The technical portion shall discuss the methodology of the proposed change; the impact to the current SOW and supporting requirements documentation, any transition or phasing of the effort; and must clearly demonstrate that performance of the UMS mission will either remain constant or improve. The cost portion shall clearly demonstrate the cost advantages of the change with supporting cost and pricing data. The proposal must clearly demonstrate the effort is beyond normal prudent business management of the contract.

The proposals, one original and two copies, are to be submitted to the UMS contract administrator. The COTR will coordinate technical reviews and either approve or disapprove the technical validity of the CRP. Normally, cost reduction proposals that require a reduction in the quality of support provided to NASA will not be accepted and implemented pursuant to this clause. The Contracting Officer will approve or disapprove the cost savings.

An approved CRP shall result in:

- (1) A bilateral contract modification decreasing the estimated contract amount.
- (2) The Contractor receiving the full potential award fee, which corresponds with the decreased effort, at the time of the award fee determination for the period during which the modification was executed, provided the following performance standards have been achieved:
 - (a) Technical evaluation has scored 81 or above for two consecutive periods.
 - (b) Cost for the given award fee period and the projected estimate at completion must be at or below the respective contract estimated cost values.

(End of Clause)

H.18 APPLICABILITY OF SECTION OF CLAUSES TO SUBCONTRACTS

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Statement of Work of this contract, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following contract clauses will be incorporated in any such subcontract(s) where the type of subcontract, or work to be performed, could make the clause applicable.

- B.6 Premium for Scheduled Overtime
- B.8 Allowable Items of Cost
- B.9 Contract Extension Resulting from Protests
- D.1 Packaging, Handling and Transportation
- E.1 Inspection of Supplies – Cost Reimbursement
Inspection of Services – Cost Reimbursement
- F.7 Option to Extend the Term of the Contract
- G.4 Contractor Employee Badging and Employment Termination Clearance
- G.7 List of Installation-Provided Property and Services
- G.9 Assignment of This Contract
- H.1 Restrictions on Printing and Duplicating
Major Breach of Security
Observance of Legal Holidays
- H.2 Asbestos Material
- H.3 Approval of Contract
- H.4 Limitation of Future Contracting
- H.5 Key Personnel and Facilities
- H.6 Emergency Evacuation Procedures
- H.7 Security Requirements for Unclassified Automated Information Resources
- H.8 Security Plan for Unclassified Federal Computer Systems
- H.9 Procurement Authority
- H.10 Privacy or Security Safeguards
- H.13 Hazardous Material Reporting
- H.14 Labor Provisions
- H.15 Subcontracts
- H.16 Excluded Functions and Responsibility
- H.17 UMS Cost Reduction Program
- H.20 Safety Performance Evaluation
- H.21 Safety and Health

(End of Clause)

H.20 SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY

The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program with the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRDs) are met. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation.

Every quarter, the agreed score will be used to assess performance appropriately – positive or negative.

For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. EVALUATION CRITERIA

Contractor self-evaluation and Government validation will be based on the applicable elements and sub elements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement (ELEMENT 1)

Documented Safety Policy and Goals

- Safety Committees
- Safety Meetings
- Subcontractor Safety
- Resources
- Access to Professional Safety Staff
- Accountability (Disciplinary Program)
- Annual Evaluation

System and Worksite Hazard Analysis (ELEMENT 2)

- Complete and Update Baseline Surveys
- Perform Analysis of New Work
- Job Hazard Analysis/Process Review
- Self-Inspections
- Employee Hazard Reporting
- Mishap/Close Call Investigation
- Injury/Illness Rates

Hazard Prevention and Control (ELEMENT 3)

Hazard Identification Process

- Facility and Equipment Maintenance
- Emergency Program and Drills
- Emergency Medical Care Program
- Personal Protective Equipment
- Health Program

Safety and Health Training (ELEMENT 4)

- Employee
- Supervisor
- Manager

3. PERFORMANCE RECOGNITION

Contractor performance will be recognized as follows:

- **Level I** – Annual rating score of > or = to 36 based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR) < or = to 50% of the LTIR for the applicable Standard Industrial Classification (SIC) rate.

Formal award with appropriate past performance referrals provided

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the contractor shall have no lost time injuries during the past year.

- **Level II** – Annual rating score of > or = to 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) < the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.

Formal letter of commendation
Will impact contract evaluation and past referrals

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

- **Level III** – Quarterly rating score of < or = to 16 or a Lost Time Incident Rate (LTIR) > the Standard Industrial Classification (SIC) rate.

Formal letter expressing Corrective Action Plan requested. Data place in past performance database. Failure to improve could result in contract options not being exercised.

Exception: *Contractors with less than 100 employees located onsite MSFC.* A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.

- **If the Contractor's Safety Performance evaluation does not fall within the above categories.**

No Recognition.

NOTE: The most current Department of Labor SIC rate, effective beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS

The evaluation process will be based on the major elements and their sub elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element.
- Contractor self-assessments will address compliance with their approved Safety and Health Plan
- Contractor to have self-assessment validated by CO/COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below).

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. SAFETY METRIC REPORTING

The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (see NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. FAILURE TO REPORT

If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

H.21 SAFETY AND HEALTH (NFS 1852.223-70) (MAY 2001)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f)

(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that –

(1) Amount to \$1,000,000 or more (unless the Contracting Officer makes a written determination, after consultation with installation safety and health representatives, that this is not required);

(2) Require construction, repair, or alteration in excess of \$25,000; or

(3) Regardless of dollar amount, involve the use of hazardous materials or operations.

(h) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(i) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

[END OF SECTION]

SECTION I

CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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.

(End of Clause)

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	MAY 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS-NEGOTIATION
52.215-21	OCT 1997	REQUIREMENTS FOR COST AND PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.216-10	MAR 1997	INCENTIVE FEE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY

52.222-21	FEB 1999	STANDARDS ACT – OVERTIME COMPENSATION
52.222-26	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-35	APR 1998	EQUAL OPPORTUNITY
		AFFIRMATIVE ACTION FOR DISABLED
		VETERANS AND VETERANS OF THE VIETNAM
		ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH
		DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED
		VETERANS AND VETERANS OF THE VIETNAM
		ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN
		PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
		(ALTERNATE 1) (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING
		PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA – GENERAL – as modified by
		NASA FAR Supplement 1852.227-14
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST
		ACCOUNTING PRACTICES
52.230-4	AUG 1992	CONSISTENCY IN COST ACCOUNTING
		PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING
		STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAY 2001	PROMPT PAYMENT
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER –
		CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN
		1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS,
		EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES – COST REIMBURSEMENT –
		ALTERNATE II (APR 1984)
52.243-2	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (AUG 1998)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS

52.246-5	APR 1984	INSPECTION OF SERVICES – COST-REIMBURSEMENT
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTRAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

B. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.215-84	JUN 2000	OMBUDSMAN (Axel Roth, 256-544-0451)
1852.219-73	MAY 1999	SMALL BUSINESS SUBCONTRACTING PLAN
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG AND ALCOHOL FREE WORKFORCE
1852.227-14	OCT 1995	RIGHTS IN DATA – GENERAL
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.242-75	MAR 1999	EARNED VALUE MANAGEMENT SYSTEMS
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT OWNED EQUIPMENT

(End of Clause)

I.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90) (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (JUL 2001)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming,

and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and
- (3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within ____ days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)

(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen [14] days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) **IT-1** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) **IT-2** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior

of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions (Information regarding financial record, question 22, and the Authorization for Release of Medical Information are not applicable);

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of -- Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of Clause)

[END OF SECTION]

SECTION J

LIST OF ATTACHMENTS

NOTE: Attachments not specifically modified (as indicated by an extension of “-a”) remain valid for both the basis UMS contract/options and the UMS Extension period beginning October 1, 2001.

<u>ATTACHMENTS</u>	<u>TITLE</u>
J-1	Statement of Work
J-1-a	Statement of Work for UMS Extension (effective Oct 1, 2001)
J-2	Data Procurement Document
J-3	Wage Determination
J-3-a	Wage Determination for UMS Extension (effective Oct 1, 2001)
J-4	Award Fee Plan
J-4-a	Performance Evaluation Plan (effective Oct 1, 2001)
J-5	Make or Buy Plan
J-6	Small Business and Small Disadvantaged Business Concerns -- Subcontracting Plan
J-6-a	Small Business and Small Disadvantaged Business Concerns -- Subcontracting Plan for UMS Extension (effective Oct 1, 2001)
J-7	Government-Furnished Property
J-8	Installation-Provided Property and Services
J-9	Applicable Regulations and Procedures
J-10	Safety and Health Plan
J-11	Acronyms and Abbreviations
J-12	Work Breakdown Structure

Award Fee Provision

In addition to the above evaluation criteria, the evaluation will consider the impacts of a major breach of safety or security. These are defined as follows:

(1). A major breach of safety consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any “willful or “repeat” violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(2). A major breach of security may arise from compromise of classified information; or illegal technology transfer; or workplace violence resulting in criminal conviction; or sabotage; or compromise or denial of information technology services; or damage or loss greater than \$250,000 to the Government; or theft.

For evaluation purposes, an overall fee determination of zero may be made for any evaluation period in which there is a major breach of safety or security, regardless of contractor performance in the other evaluation factors. In evaluating a major breach of safety or security, factors leading into the breach as well as the contractor’s subsequent actions will be taken into consideration.