

210.H

January 6, 2003

TO ALL PROSPECTIVE OFFERORS

SUBJECT: Solicitation (RFP5)-12345-JLB for the Landsat Data Continuity Mission (LDCM)

NASA is releasing this solicitation for the Implementation Phase of the LDCM acquisition.

The primary objectives of the LDCM program are to (1) implement a process to acquire Landsat-compatible data and produce products required to meet the research and operational needs of the Government, (2) reduce the Government's cost and risk by partnering with Industry to the maximum extent practicable, (3) encourage the expansion of the commercial remote sensing market place, and (4) fulfill these objectives through the Government's procurement of data from an Industry-owned system.

Because of the anticipated maturity of the offeror's designs, the Government intends to make award based on initial proposals received, without discussions. Offerors are reminded that exceptions included in their proposals evaluated by the Government as either weaknesses or possibly deficiencies may jeopardize the offeror's competitive position in this procurement. Please refer to section L.3.

Because of the anticipated commercial nature of this procurement and the undetermined applicability of National Space Transportation Policy regarding the use of domestic launch vehicles, solicitation provision L.3(c)(9) has been included to provide for alternate proposals. Offerors are reminded that alternate proposals are restricted to launch vehicle alternatives only.

The small business subcontracting goals for this procurement included in subfactor C of section L.14 of this solicitation have been left as "TBD." NASA intends to amend this solicitation within seven business days to add these goals. Potential Offerors are encouraged to monitor the CBD/NAIS during this period to ensure access to this important information.

There are eight attachments included with this solicitation: Statement of Work, Data Specification, Acronym List/Lexicon, Data Policy, Contract Data Requirements List, Calibration/Validation Requirements, Contractor Enhancements, and LDCM Level 1 G-ortho Data Product Statement of Work. This solicitation also includes four enclosures, including Cost Exhibits (Enclosure #1), WBS Definitions (Enclosure #2), System Margin Budget Table Outlines (Enclosure #3), and the Government Cost Model (Enclosure #4).

All potential Offerors are notified that this solicitation includes a 3-day notification requirement to schedule oral presentations. Failure to notify the Government as required may severely jeopardize the Offerors ability to compete. Please refer to section L.13.

With the possible exception of digital elevation models and ground control points for Level 1G-ortho and the 1 Gt Validation Data Products, the Contractor cannot assume that the Government will furnish property under any contract resulting from this solicitation. Should the Offeror wish to use the facilities, equipment, or services of any federal (including NASA or USGS), state, or local government, or any educational institution, the Offeror must make those separate arrangements (intent rather than binding agreements) prior to submitting its proposal. The proposal must include the price of those services. It is inappropriate and unacceptable to submit a proposal that relies on NASA or USGS, under this contract, to make arrangements for any facilities, equipment, services, or absorb the cost of those facilities, equipment, or services.

Potential Offerors are notified that the Government may include the use of certain non-Government evaluators during evaluation of any proposals received.

If you have any questions, please do not hesitate to contact the undersigned at 301-286-4223 or by email at James.L.Becker@nasa.gov.

James L. Becker
Contracting Officer

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

The Contractor shall deliver the following in support of the Landsat Data Continuity Mission as described in Section C and deliver the following items in accordance with the references provided.

<u>Item</u>	<u>Description</u>	<u>Reference(s)</u>
1	Management Program Status Review (MPSR)	CDRL #PR1
2	Monthly Operations/Anomaly Report	CDRL #PR2
3	Monthly Schedule Report	CDRL #PR3 SOW 1.0
4	Evidence of Binding Commitment Report	CDRL #PR4
5	Delta Preliminary Design Review	CDRL #SR1, SOW 1.1
6	Critical Design Review	CDRL #SR2, SOW 1.1
7	Instrument Pre-Ship Review	CDRL #SR3, SOW 1.1
8	Pre-Environmental Review	CDRL #SR4, SOW 1.1, 6.0
9	System Pre-Ship Review	CDRL #SR5, SOW 1.1
10	Initial Operational Capability (IOC) Review	CDRL #SR6, SOW 1.1, 6.0
11	Concept of Operations	CDRL #SE1
12	Calibration/Validation Plan	CDRL #SE2
13	Calibration/Validation Procedures	CDRL #SE3
14	Calibration/Validation Test Reports	CDRL #SE4
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18	Data Flow Test Plan/Procedures	CDRL #SE8
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20	Interface Control Documents to Government Systems	CDRL #SE10
21	Data Operations Procedures	CDRL #SE11
22	Data Quality Assurance Plan	CDRL #SE12
23	Program Execution Plan	CDRL #PM1
24	Data Collection & Processing System Document	CDRL #DM1
25	Data Format Control Documents	CDRL #DM2
26	Flight and Ground Systems Data Processing Algorithms	CDRL #DM3
27	Daily Data Delivery Report	CDRL #DM4
28	NSLRSDA Data Packages	SOW 3.3
29	Active Archive Data Packages	SOW 3.3
30	Validation Data Products	SOW 4.1, 4.2, 4.3, 4.4
31	RESERVED	
32	Algorithms	SOW 5.0, Clause H.14 CDRL #DM3
33	Special Studies	Clause C.2, I.18, I.19, I.20, I.21 SOW 1.4
34	Small Business Subcontract Reporting	IAW clauses H.5, I.15

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(End of Clause)

B. 2 CONTRACT OPTIONS (GSFC 52.217-93) (DEC 1992)

This contract may be extended at the option of the Government in accordance with clause I.5, "Option to Extend the Term of the Contract" in Section I. The option descriptions and periods are as follows:

Option 1: Extends basic contract period of performance for 5 years, beginning 5 years after IOC and ending 5 years later.

Option 2: Option 2 shall be effective during the basic period of contract performance, beginning at IOC and ending 2 years after IOC. If exercised, this option is additive. At time of exercise, this option revises the basic contract to incorporate contract Attachment J. The SOW and CDRL items provided in Attachment J supersede the corresponding SOW and CDRL items in the basic contract. Upon expiration of this option, the contract reverts to the basic contract SOW and CDRL items for the remainder of the performance period and removes the applicability of contract Attachment J.

Option 3: Option period begins 2 years after IOC and ends 3 years later. It can only be exercised after the exercise of option 2 and in accordance with clause I.5. If exercised, this option is additive. At time of exercise, this option revises the basic contract to incorporate contract Attachment J. The SOW and CDRL items provided in Attachment J supersede the corresponding SOW and CDRL items in the basic contract.

Option 4: Option begins 5 years after IOC and ends 5 years later. This option can only be exercised in conjunction with Option 1. If exercised, this option is additive, and revises Option 1 to include applicability of Attachment J. The SOW and CDRL items provided in Attachment J supersede the corresponding SOW and CDRL items in the basic contract.

(End of clause)

B. 3 FIRM FIXED PRICE (1852.216-78) (DEC 1988)

The total firm fixed-price of the basic contract is \$ **TO BE COMPLETED BY OFFEROR**. (Total of payment events #1-#27 under Basic Amount Column in clause B.4)

The total firm fixed-price of Option 1 is \$ **TO BE COMPLETED BY OFFEROR**. (Total of payment events #28-#47 under Basic Amount Column in clause B.4)

The total firm fixed-price of Option 2 is \$ **TO BE COMPLETED BY OFFEROR**. (Total of payment events #5-#7 under 1 G-ortho Amount Column and #8-#27 under "Option 2 Quarterly Data Payments" item in clause B.4)

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The total firm fixed-price of Option 3 is \$ **TO BE COMPLETED BY OFFEROR**. (Total of payment events #16-#27 under Option 3 Quarterly Data Payments" item in clause B.4)

The total firm fixed-price of Option 4 is \$ **TO BE COMPLETED BY OFFEROR**. (Total of payment events #28-#47 under the 1 G-ortho Amount Column in clause B.4)

(End of clause)

B.4 PAYMENT SCHEDULE

NASA shall pay the Contractor, upon successful completion of each described payment event below, in the corresponding amount specified for that event. The Contracting Officer shall unilaterally determine the contractor's successful completion of each event. The Contracting Officer's determination of event completion will include, but is not limited to, the applicable success criteria listed in Attachment F, Contract Deliverable Requirements List. All preceding payment events shall be successfully completed before payment will be made for the next payment event, unless the prior written consent of the Contracting Officer is obtained.

TBP = To be Proposed by Offeror

<u>Payment Event #</u>	<u>Description</u>	<u>Basic Amount¹</u>		<u>1 G-ortho Option Amount</u>
#1	Evidence of Binding Commitment	<u>TBP</u>		
#2	Delta Preliminary Design Review	<u>TBP</u>		
#3	Critical Design Review	<u>TBP</u>		
#4	Instrument Pre-Ship	<u>TBP</u>		
#5	Pre-Environmental Review	<u>TBP</u>	OR	<u>TBP⁶</u>
#6	System Pre-ship Review	<u>TBP</u>	OR	<u>TBP⁶</u>
#7	Initial Operational Capability Review	<u>TBP</u>	OR	<u>TBP⁶</u>
#8-#27	Basic Contract Quarterly Payments (Years 1-5 after IOC)	<u>TBP²</u>		
#28-#47	Option 1 Quarterly Data	<u>TBP³</u>	per	

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	Payments (Years 6-10 after IOC)	event	
#8-#27	Option 2 Quarterly Data Payments	$\frac{\text{TBP}^4}{\text{event}}$ per event	$\frac{\text{TBP}^4}{\text{event}}$ per event
#16-#27	Option 3 Quarterly Data Payments (Years 3-5 after IOC)		$\frac{\text{TBP}^5}{\text{event}}$ per event
#28-#47	Option 4 Quarterly Data Payments (Years 6-10 after IOC)		$\frac{\text{TBP}^7}{\text{event}}$ per event

Items #2-#7 are based on the traditional aerospace industry program reviews. *Offerors may propose interim payment events within these reviews, along with associated payment amounts in addition to the events above; however, the constraints on payment amounts as provided for below still apply.

¹The total of the amounts for payment prior to IOC shall not exceed 55% of the total firm fixed-price of the basic contract, as stated in clause B.3. Payment amounts for events #1 and #2 shall be at least 3.5% (each) of the total pre-IOC funding amount. Payment amounts for events #3-#6 shall be at least 12% (each) of the total pre-IOC funding amount. The payment amount for event #7 shall be no more than 10% of the total firm fixed-price proposed for the basic contract, as shown in clause B.3. *The contractor may, at its own discretion, include up to four additional payment events in accordance with FAR provision 52.232-28, Invitation to Propose Performance-Based Payments Alternate I, included in section L.4 of this solicitation.

[*Sentence relevant to proposal only and thus deleted upon contract award]

²The quarterly data payment amounts for the basic contract period (payments events #8-#27) shall be twenty equal payments and shall begin the first quarter after successful completion of the Initial Operational Capability Review.

³The quarterly data payment amounts for Option 1 shall be twenty equal payments and shall begin the first quarter after the last data payment in the basic contract period.

⁴The quarterly data payment amounts for Option 2 shall be eight equal quarterly payments for the first two years after IOC (payment amount to be placed in the 1 G-ortho payment column) and twelve equal quarterly payments for the last three years (when the contract reverts back to the basic requirement; payment amount to be placed in the basic contract payment column)

⁵The quarterly data payment amounts for Option 3 shall be twelve equal quarterly payments.

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⁶These payments shall replace, in their entirety, the payments for reviews #5, #6, and #7 under the basic contract.

⁷The quarterly data payment amounts for option 4 shall be twenty equal payments and shall begin the first quarter after the last data payment in the basic contract period.

(End of Text)

B.5 RATES FOR SPECIAL STUDY TASK ORDERS AND REPORTS

Note: This clause applies only to the special studies defined in clause C.2 SPECIAL STUDY TASK ORDERS AND REPORTS.

The loaded labor rates to be used for calculating task order amounts are as follows:

Calendar	Labor	Loaded
<u>Year</u>	<u>Category</u>	<u>Rate</u>

TO BE COMPLETED BY OFFEROR

(End of Text)

B.6 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (GSFC 52.216-90) (DEC 2000)

Note: This clause applies only to the special studies defined in clause C.2 SPECIAL STUDY TASK ORDERS AND REPORTS.

(a) The minimum and maximum amounts of supplies or services that shall be ordered during the effective period of this contract is as follows:

	<u>Minimum</u>	<u>Maximum</u>
Basic Contract:	\$ 0	\$3,000,000
Option 1:	\$ 0	\$3,000,000

(b) RESERVED.

(c) RESERVED.

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

(End of clause)

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SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The Contractor shall provide the personnel, materials, and facilities necessary to furnish the items specified in Section B of this contract in accordance with the contract clauses herein and the following attachments included in clause J.1 LIST OF ATTACHMENTS:

- (1) Attachment A, entitled "LDCM Implementation Phase Statement of Work"
- (2) Attachment B, entitled "LDCM Implementation Phase Data Specification"
- (3) Attachment C, entitled "LDCM Implementation Phase Acronym List and Lexicon"
- (4) Attachment D, entitled "LDCM Data Policy"
- (5) Attachment E, RESERVED.
- (6) Attachment F, entitled "LDCM Implementation Phase Contract Data Requirements List"
- (7) Attachment G, Small Business Subcontracting Plan
- (8) Attachment H, "Contractor Proposed Enhancements"
- (9) Attachment I, "LDCM Implementation Phase Calibration/Validation Requirements"
- (10) Attachment J, "LDCM Implementation Phase Level 1 G-ortho Data Option"(If applicable options are exercised)

(End of clause)

C.2 SPECIAL STUDY TASK ORDERS AND REPORTS

The Government may issue task orders, on a fixed-price basis, for special studies and reports, as described in Attachment A, Statement of Work, that are related to the effort to be performed under this contract. Procedures for ordering and reporting such studies and analyses are set forth in clause I.21.

This clause shall not be construed to relieve the Contractor from any responsibility for complying with the contract specifications or delivery schedule. In particular, this clause shall not be construed to relieve the Contractor of its obligation to correct deficiencies and anomalies or to perform studies and analyses that are not explicitly required under the contract but may be necessary to meet performance specifications.

The Contractor shall provide the labor categories and the associated labor price per hour, fully burdened, as specified in Clause B.5 RATES FOR SPECIAL TASK ORDERS AND REPORTS.

(End of Text)

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SECTION D DELIVERIES OR PERFORMANCE

[THERE ARE NO CLAUSES IN THIS SECTION]

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SECTION E INSPECTION AND ACCEPTANCE

E. 1 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Deliverable Item(s)	Location	Authorized Representative
1-26	NASA/GSFC	COTR, Code 427
27-29	USGS/EDC	TBD
30-33	NASA/GSFC	COTR, Code 427
34	NASA/GSFC	Contracting Officer, Code 210.H

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

Acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 7th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

E. 2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

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

(End of clause)

E.3 INSPECTION OF SUPPLIES-FIXED-PRICE (52.246-2)(AUG 1996)(DEVIATION)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to data validation products, data, sensor test equipment, and data processing hardware/software related to production of LDCM data and data validation products.

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(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time-

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

SECTION E INSPECTION AND ACCEPTANCE

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

E.4 RESERVED.

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SECTION F DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

Items required by this contract shall be delivered as follows:

<u>Item</u>	<u>Description</u>	<u>Schedule</u>
1	Management Program Status Review	Monthly, IAW CDRL #PR1
2	Monthly Operations/Anomaly Report	Post-IOC, 1st week of each month, IAW CDRL #PR2
3	Schedule Reporting	1st week of each month IAW CDRL #PR3
4	Evidence of Binding Commitment Report	Date to be proposed
5	Delta Preliminary Design Review*	Date to be proposed
6	Critical Design Review*	Date to be proposed
7	Instrument Pre-Ship Review*	Date to be proposed
8	Pre-Environmental Review*	Date to be proposed
9	System Pre-Ship Review*	Date to be proposed

***NOTE: Offeror to propose dates, based on proposed schedule, for items 4-9.**

10	Initial Operational Capability (IOC) Review	NLT 45 months after the effective date of the contract
11	Concept of Operations	Baseline – delta PDR Final – CDR IAW CDRL #SE1
12	Calibration/Validation Plan	Baseline - Proposal Final – CDR IAW CDRL #SE2
13	Calibration/Validation Procedures	30 days prior to use IAW CDRL #SE3

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14	Calibration/Validation Test Reports	data - 14 days post-test report – 30 days post-test IAW CDRL #SE4
15	Calibration/Validation Report	IOC Review, IOC Review + 6 months End of Contract IAW CDRL #SE5
16	Data Specification Compliance Plan	Baseline – delta PDR Final – CDR IAW CDRL #SE6
17	Data Specification Compliance Report	Initial – System Pre-ship Review Final – IOC Review IAW CDRL #SE7
18	Data Flow Test Plan/Procedures	Plan – CDR Procedures – 7 days prior to test IAW CDRL #SE8
19	Data Flow Test Report	1 week after tests, IAW CDRL #SE9
20	Interface Control Documents to Government Systems	Baseline – delta PDR Final – CDR IAW CDRL #SE10
21	Data Operations Procedures	Baseline – System Pre-ship Review Final – IOC Review IAW CDRL #SE11
22	Data Quality Assurance Plan	Baseline – delta PDR Final – CDR IAW CDRL #SE12
23	Program Execution Plan	delta PDR IAW CDRL #PM1
24	Data Collection & Processing Document	Baseline – CDR Final – System Pre-ship Review IAW CDRL #DM1
25	Data Format Control Documents	Baseline – CDR

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		Final – System Pre-ship Review IAW CDRL #DM2
26	Flight and Ground Systems Data Processing Algorithms	CDR, Instrument Pre-ship Review System Pre-ship Review, Final – IOC Review IAW CDRL #DM3
27	Daily Data Delivery Report	IOC Review, Operations IAW CDRL #DM4
28	NSLRSDA Data Packages	NLT every 6 months, to begin NLT 51 months after the effective date of the contract, IAW the LDCM Data Specification and SOW 3.0
29	Active Archive Data Packages	Daily, to begin NLT 45 months after the effective date of the contract, IAW the LDCM Data Specification and SOW 3.0
30	Validation Data Products	To begin during Commissioning, IAW SOW 2.2, 4.2, 4.3, 4.4
31	RESERVED.	
32	Algorithms	CDR, Instrument Pre-ship Review System Pre-ship Review, and IOC Review IAW CDRL #DM3
33	Special Studies	As provided in each order
34	Small Business Subcontract Reporting	IAW clauses H.5, I.15

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(End of Text)

F. 2 F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

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(End of clause)

F.3 PERIOD OF PERFORMANCE/ORDERING PERIOD

The period of performance and ordering period for this effort is from the effective date of this contract until five years after the initial acceptance of the data (Initial Operational Capability (IOC)).

(End of Text)

F.4 RESERVED.

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G. 1 INVOICES - SUBMISSION OF (GSFC 52.232-95) (AUG 2000)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

(End of clause)

G. 2 FREQUENCY AUTHORIZATION (1852.223-71) (DEC 1988)

(a) Authorization of radio frequencies required in support of this contract shall be obtained by the Contractor or subcontractor in need thereof.

(b) For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the Contractor or subcontractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the Contracting Officer during the initial planning, experimental, or developmental phase of contractual performance. Procedures furnished by the Contracting Officer shall be followed in obtaining radio frequency authorization.

(c) This clause including this paragraph (c), shall be included in all subcontracts which call for developing, producing, testing, or operating a device for which a radio frequency authorization is required.

(End of clause)

G. 3 NEW TECHNOLOGY (1852.227-70) (MAY 2002)

(a) **Definitions.**

"**Administrator**," as used in this clause, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

"**Contract**," as used in this clause, means any actual or proposed contract, agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder.

"**Made**," as used in this clause, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in Section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

"**Nonprofit organization**," as used in this clause, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

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"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Reportable item," as used in this clause, means any invention, discovery, improvement, or innovation of the contractor, whether or not patentable or otherwise protectible under Title 35 of the United States Code, made in the performance of any work under any NASA contract or in the performance of any work that is reimbursable under any clause in any NASA contract providing for reimbursement of costs incurred before the effective date of the contract. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable or otherwise protectible under Title 17 of the United States Code.

"Small business firm," as used in this clause, means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations of the Administrator of the Small Business Administration. (For the purpose of this definition, the size standard contained in 13 CFR 121.3-8 for small business contractors and in 13 CFR 121.3-12 for small business subcontractors will be used.)

"Subject invention," as used in this clause, means any reportable item which is or may be patentable or otherwise protectible under Title 35 of the United States Code, or any novel variety of plant that is or may be protectible under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*).

(b) Allocation of principal rights.

(1) *Presumption of title.*

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (1) or (2) of Section 305(a) of the National Aeronautics and Space Act of 1958 (42 U.S.C. 2457(a)) (hereinafter called "the Act"), and the above presumption shall be conclusive unless at the time of reporting the reportable item the Contractor submits to the Contracting Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the Contractor may nevertheless file the statement described in paragraph (b)(1)(i) of this clause. The Administrator will review the information furnished by the Contractor in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the Contractor whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(2) *Property rights in subject inventions.* Each subject invention for which the presumption of paragraph (b)(1)(i) of this clause is conclusive or for which there has been a determination that it was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this clause.

(3) *Waiver of rights.*

(i) Section 305(f) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of

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inventions made or that may be made under conditions specified in paragraph (1) or (2) of Section 305(a) of the Act. The promulgated NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1, have adopted the Presidential Memorandum on Government Patent Policy of February 18, 1983, as a guide in acting on petitions (requests) for such waiver of rights.

(ii) As provided in 14 CFR 1245, Subpart 1, Contractors may petition, either prior to execution of the contract or within 30 days after execution of the contract, for advance waiver of rights to any or all of the inventions that may be made under a contract. If such a petition is not submitted, or if after submission it is denied, the Contractor (or an employee inventor of the Contractor) may petition for waiver of rights to an identified subject invention within eight months of first disclosure of invention in accordance with paragraph (e)(2) of this clause, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) Minimum rights reserved by the Government.

(1) With respect to each subject invention for which a waiver of rights is applicable in accordance with 14 CFR Section 1245, Subpart 1, the Government reserves--

(i) An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government in accordance with any treaty or agreement with the United States; and

(ii) Such other rights as stated in 14 CFR 1245.107.

(2) Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Contractor.

(1) The Contractor is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the Contractor fails to disclose the subject invention within the times specified in paragraph (e)(2) of this clause. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR Part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Contractor will be provided a written notice of the Administrator's intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

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(1) The Contractor shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to Contractor personnel responsible for the administration of this New Technology clause within six months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor will disclose each reportable item to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for the administration of this New Technology clause or, if earlier, within six months after the Contractor becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention.

(3) The Contractor may use whatever format is convenient to disclose reportable items required in subparagraph (e)(2). NASA prefers that the Contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose reportable items. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.

(4) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this clause have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all reportable items or certifying that there were no such reportable items, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(5) The Contractor agrees, upon written request of the Contracting Officer, to furnish additional technical and other information available to the Contractor as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(6) The Contractor agrees, subject to paragraph 27.302(i), of the Federal Acquisition Regulation (FAR), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

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(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintained the procedures required by paragraph (e)(1) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contractor invention that the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing reportable items pursuant to paragraph (e)(1) of this clause;

(ii) Disclose any reportable items pursuant to paragraph (e)(2) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(i) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (h)(4) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of reportable items required by paragraph (e)(2) of this clause, and an acceptable final report pursuant to paragraph (e)(3)(ii) of this clause.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts.

(1) Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall--

(i) Include this clause (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the clause at [FAR 52.227-11](#) (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor--

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

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(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and NASA with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(5) The subcontractor will retain all rights provided for the Contractor in the clause of subparagraph (h)(1)(i) or (ii) of this clause, whichever is included in the subcontract, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(i) **Preference for United States industry.** Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of clause)

G. 4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

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

Title	Office Code	Address (including zip code)
New Technology	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	503	Goddard Space Flight Center Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect

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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)

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G. 5 PERFORMANCE-BASED PAYMENTS (52.232-32) (FEB 2002)
(DEVIATION)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

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(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall not vest in the Government except as may be provided for in the Termination for Default clause of this contract or as may be required in the enforcement of the lien specified in paragraph (f)(3) of this clause. However, title shall vest in the Government to any unlimited rights data as provided for in clause H.14 ADVANCED AGREEMENT REGARDING THE DELIVERY OF RESTRICTED LANDSAT DATA.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

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(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Adequate security for payments made under this contract shall be required. Accordingly, the Contractor shall establish and record in all appropriate jurisdictions a creditor's lien on behalf of the Government, i.e., a first lien paramount to all other liens, on all work in process sufficient to compensate the Government for all monies paid by the Government pursuant to this clause. The Contractor shall require its subcontractors to provide adequate security to the Government for any similar performance-based payments to subcontractors.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) [This paragraph deleted as part of the deviation.]

(k) Reservation of rights.

(1) No payment under this clause shall-

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any

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further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's right to acquire title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

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SECTION G CONTRACT ADMINISTRATION DATA

G.6 ACCOUNTING AND APPROPRIATION DATA

<u>PCN</u>	<u>JON</u>	<u>APP</u>	<u>BLI</u>	<u>OC</u>	<u>AMOUNT</u>
------------	------------	------------	------------	-----------	---------------

(End of Text)

G.7 TASK ORDER INVOICES

After task order completion, the Contractor may invoice for payment for the applicable task order in accordance with clause G.1 INVOICES. Invoices shall be submitted separately from invoices for milestone payments or data payments.

(End of Text)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.204-74) CENTRAL CONTRACTOR REGISTRATION (MAY 2002)
(1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
(1852.223-72) SAFETY AND HEALTH (SHORT FORM)(18-52.223-72) (APR 2002)

(End of By Reference Section)

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

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

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

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
- (3) Preclude access and disclosure of such data outside the Contractor's organization; and
- (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

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

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the

SECTION H SPECIAL CONTRACT REQUIREMENTS

Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

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

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

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

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

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

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

(End of clause)

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

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

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract).

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

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

(End of clause)

H. 4 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

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

(End of clause)

H. 5 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (OCT 1999)

a. Subcontracting Plan (Contractor)

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

b. Subcontracting Plan (Subcontractors)

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

e. Subcontractor Reporting

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

(End of clause)

H. 6 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS (GSFC 52.219-91) (AUG 2001) (for offeror fill-in)

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

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

*NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
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Total

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

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

Name of Concern(s)

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

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

Dollars	Percent of Contract Value
---------	---------------------------

(End of clause)

H. 7 RESERVED.

H. 8 TERMINATION LIABILITY

All termination liability under this contract is included in the funding amount provided in clause H.11 LIMITATION OF FUNDS. The Government shall not be liable for any termination liability beyond the funding amount provided for in clause H.11.

(End of Text)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.9 REDUCED CAPABILITY

In the event that any Contractor-provided system failure or reduced system resources preclude the system from supporting the complete mission requirements, then the requirements of this contract shall take priority over all other data collection and requirements.

(End of Text)

H.10 EXPORT LICENSES (1852.225-70) (FEB 2000)

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

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

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

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

(End of clause)

H.11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989)

(a) Of the total price of items 1 through 34, the sum of \$ TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said item is allotted:

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SCHEDULE FOR ALLOTMENT OF FUNDS

Date

Amounts

TO BE DETERMINED

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) if that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until ***TO BE COMPLETED AT TIME OF AWARD.***

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimated date when the point referred to in subparagraph (2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (1) above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be

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covered by these funds. The provisions of paragraphs (b) and (c) above shall apply to these additional allotted funds and substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.12 GOVERNMENT INSIGHT/SURVEILLANCE

General

Insight is the process of gathering a minimum set of product or process information that provides visibility into the integrity of the product or process. The Contractor shall provide the Government full insight, on a non-interference basis, into all areas in which LDCM work is being performed, for both the prime and its subcontractors. "Government" as defined in this clause includes any designated Government contractors or consultants. This insight includes, but is not limited to, design and technical activities, development and production processes, and quality functions. In a collaborative manner, both the Contractor and Government will utilize the Contractor's existing documentation and processes to fulfill the requirements of this clause. The Contractor shall maintain full accountability and responsibility for the integrity of processes used to develop a quality LDCM product that meets the contract requirements. Any action(s) taken by the Contractor in response to Government comments or inquiries shall be at the contractor's risk.

The Government will conduct its surveillance activities in a manner that will not unduly delay any work performed by the Contractor.

This clause applies throughout the entire period of performance. The Contractor shall provide the Government insight, as described in this clause, into any observatory that may be used to collect LDCM data.

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Individuals conducting Government surveillance do not have the authority to offer any comments that:

- (1) Constitute an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Causes an increase or decrease of the total price, 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.

Critical items that require government approval are identified in clause J.1 Attachment F, LDCM Contract Data Requirements List (CDRLs).

At a minimum, insight shall be provided to the Government in the following areas:

Quality Assurance

The Government will conduct surveillance to assure that the Contractor has implemented, documented, and maintained a quality system that ensures data products conform to contract requirements.

Systems Engineering

Surveillance activities will be conducted to assure documents, data, requirements, and traceability are reviewed and approved for adequacy by authorized contractor personnel prior to issue. To facilitate this surveillance the Government shall be provided access to, including electronic access to any established program information distribution systems, all documentation associated with the development and operation of the system which produces LDCM data.

Risk Management

The Government requires insight into the Contractor's Risk Management process. The Contractor shall allow Government attendance in Risk Management Board meetings, access to the Contractor's risk management system, and inclusion of risk status as part of the status reporting.

Business Management

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The Contractor shall provide the Government insight into its LDCM-related and overall company business management operations (e.g. investor meetings, business briefings, reviews, etc.).

Configuration Control

The Contractor shall provide the Government insight into its configuration control processes including, but not limited to, access to the change control database, participation in change control meetings as a non-voting member, and notification of proposed and approved changes.

(End of Text)

H.13 ADVANCE AGREEMENT REGARDING DATA ACCEPTANCE CRITERIA AND PROCEDURES

(a) This contract specifies that the government will make payments for delivery of the required post-IOC data packages (Archive and NSLRSDA) and Validation Data Products on a quarterly basis (i.e., 90 day periods). Data is delivered by the contractor on a daily basis. Solely for purposes of billing, the data submitted during the applicable quarter shall be considered accepted on an interim basis 7 days following the end of the quarter (90-day period).

(b) The Government shall be responsible for assessing the data package(s) or products delivered under this contract for compliance with the requirements of this contract. The Government shall notify the contractor if any data package(s) or product(s) are not compliant with the contract. Noncompliance is defined as the failure, in terms of either quantity or quality, of scenes delivered during the quarter to meet the minimum requirements of the contract for such data. The Government shall provide notice to the contractor of noncompliance of any daily package of data by the 90th day following the end of the applicable quarter. (For example, notice by the Government of noncompliance of the data package delivered to the Government on the first day of the quarter shall be due 180 days following that delivery; notice regarding the data package delivered on the last day of the quarter (90th day) shall be due 90 days following that delivery.)

(c) To the extent the Government does not notify the contractor of any daily package's noncompliance by the 90th day following the end of the applicable quarter, such data shall be considered finally accepted.

(d) For any data package(s) or product(s) determined to be noncompliant by the Government, the contractor shall provide a plan to correct or replace the data within 10 days of notification concerning the specific data deemed noncompliant. The parties shall mutually agree to the plan, including the schedule for providing corrected data. The Government shall have 90 days following receipt of such corrected data to assess and accept or reject such data. Such final determination shall be used to assess whether the contractor is entitled to retain payment for the quarterly period in question. (Such data is always considered for such purposes to be delivered in the quarter initially delivered.)

SECTION H SPECIAL CONTRACT REQUIREMENTS

(e) Any data package(s) or product(s) remaining noncompliant at the end of the periods defined above shall result in a reduction by the Contracting Officer of the price payable for the quarter's data. Failure of the Contractor to agree to any adjustment made by the Contracting Officer shall be a dispute under the Disputes clause. However, nothing provided herein concerning the correction of noncompliant data, or adjustment of the price for noncompliant data, shall excuse the contractor from meeting the minimum requirements for delivery of data under this contract. Failure to provide compliant data upon initial delivery under this contract shall be a basis for termination of this contract for default in accordance with Clause I.6, even where the Government has notified the contractor under this provision and the contractor is in the process of correcting such data.

If, in the sole discretion of the Contracting Officer, the Government determines that some data valuable to the Government may be obtained if the contract performance is continued, the Government and Contractor agree that they will seek to modify the contract and agree to an equitable downward adjustment in the firm fixed price. If the parties are unable to agree on such a contract modification, the Government may enforce its rights under the default clause of this contract.

(f) The Contracting Officer may periodically inspect the data and contract compliance during the course of contract performance.

(End of Text)

H.14 ADVANCED AGREEMENT REGARDING THE DELIVERY OF RESTRICTED LANDSAT DATA

The parties agree that the following specified data shall constitute "RESTRICTED LANDSAT DATA", in accordance with the clause of this contract titled RIGHTS IN DATA-GENERAL (JUN 1987), as modified, included in this contract in Section I:

TO BE COMPLETED BY OFFEROR

The following data, as well as any other data not listed above as Restricted Landsat Data, shall NOT be considered Restricted Landsat Data, but shall constitute data in which the Government has unlimited rights pursuant to RIGHTS IN DATA-GENERAL (JUN 1987), as modified, included in this contract in Section I:

- All Algorithms used to create and process LDCM Sensor Data and produce the LDCM Data Packages and Validation Data Products.
- All Validation Data Products at LDCM GSD required to be delivered
- All Digital Image Data at LDCM GSD and associated Metadata and Ancillary Data required to be delivered
- All Level 1G-ortho Products (if option 2, 3, or 4 exercised) required to be delivered

(End of Text)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.15 CONTRACTOR-PROPOSED ENHANCEMENTS

The Contractor shall provide the enhancements that are described in Attachment H. These enhancements, which are over and above the requirements required by the contract terms and conditions and LDCM Implementation Phase Statement of Work and Data Specification, were proposed by the Contractor in the proposal submitted in response to the LDCM Request for Proposal. The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and LDCM Statement of Work and Data Specification requirements. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of text)

H.16 INITIAL OPERATIONAL CAPABILITY (IOC) DELAYS

The delivery schedule and/or period of performance of this contract are based upon a launch date of **(TO BE COMPLETED BY OFFEROR)** and an Initial Operational Capability (IOC) date of **(TO BE COMPLETED BY OFFEROR)**. In the event of a Contractor-caused delay of either the launch or the IOC date, the Contractor shall inform the Contracting Officer, in writing, of the revised date(s). The Contracting Officer and Contractor may, as a result of this delay, negotiate an equitable adjustment to the price(s), contract terms and conditions, if any, and delivery schedule or period of performance. If the parties fail to agree on the terms of the equitable adjustment, the Contracting Officer may unilaterally adjust the contract to account for the delay. Failure to agree to an adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended.

(End of text)

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SECTION I CONTRACT CLAUSES

I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE

- (52.202-1) DEFINITIONS (DEC 2001)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- (52.243-1) PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
- (52.243-2) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) ALTERNATE IV (OCT 1997)
- (52.219-4) NOTICE OF PRICE EVALUATION ADJUSTMENT FOR HUBZone SMALL BUSINESS CONCERNS (JAN 1999){offeror elects to waive the evaluation preference []}
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- (52.219-9) SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001)
- (52.219-16) LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
- (52.219-23) NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)[the factor in para (b) is 10 percent] {offeror elects to waive adjustment []}
- (52.243-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (52.222-19) CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (SEPT 2002)

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- (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (APR 2002)
- (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
- (52.223-6) DRUG FREE WORK PLACE (MAY 2001)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)
- (52.225-15) SANCTIONED EUROPEAN UNION COUNTRY SERVICES (FEB 2000)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY CONTRACTOR (SHORT FORM) (JUN
1997) as modified by NASA FAR Supplement 1852.227-11
- (52.229-3) FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
- (52.229-5) TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO
RICO (APR 1984)
- (52.232-1) PAYMENTS (APR 1984)
- (52.232-8) DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (FEB 2002)
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[para (b)(1) fill-in
(hereafter: "designated office"--Cost and Commercial Accounts Department,
Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-
286-1748, no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (JULY 2002)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-1) CHANGES--FIXED PRICE (AUG 1987)--ALTERNATE II (APR 1984)
- (52.243-6) CHANGE ORDER ACCOUNTING (APR 1984)
- (52.245-2) GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989)
- (1852.203-70) DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
- (1852.215-84) OMBUDSMAN (JUNE 2000) The installation ombudsman is the Director of the
Contractor Management Division, at 202-358-0422, facsimile 202-358-3083, e-
mail sthomps1@hq.nasa.gov, Mail Stop Code HK
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

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I. 2 RESERVED.

I.3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (52.249-2)(SEPT 1996) (DEVIATION)


(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. Notwithstanding any other provision of this clause the Government's total liability, including termination of work pursuant to this clause, is limited to the amount specified as being available for payment and allotted to this contract in clause H.11 LIMITATION OF FUNDS and clause H.8 TERMINATION LIABILITY.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (5) Complete performance of the work not terminated.

(c) [This paragraph deleted as part of deviation]

(d) [This paragraph deleted as part of deviation]

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determine 

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

- (1) The contract price for completed supplies or services accepted by the Government not previously paid for, adjusted for any saving of freight and other charges.

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(2) The total of-

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(ii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements).

(h) [This paragraph deleted as part of deviation]

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e) or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted-

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract; and

(2) Any claim which the Government has against the Contractor under this contract.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

I.4 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (52.217-7)(MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor in accordance with clause I.5. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)(MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor as follows:
- (1) Option 1 may be exercised at any time during the basic period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires;
 - (2) Option 2 may be exercised no later than 18 months prior to the contract launch date, provided in clause H.16; provided that the Government gives the Contractor preliminary written notice of its intent to exercise at least 19 months prior to the contract launch date;
 - (3) Option 3 may be exercised no later than twenty-one months after the IOC date; provided that the Government gives the Contractor a preliminary written notice of its intent to exercise at least 30 days prior to exercise.
 - (4) Option 4 may be exercised at any time prior to the end of Option 3; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires.

The preliminary notice does not commit the Government to an extension.

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(b) If the Government exercises this option(s), the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fourteen years and three months.

(End of clause)

1.6 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (52.249-8)(APR 1984)(DEVIATION)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in part, the Contractor shall continue the work not terminated.

(c) If this contract is terminated for default, the Government shall have the following rights:

(1) Default Prior to Initial Operational Capability (IOC)

The Government shall have the following rights in the event of a default prior to IOC:

(i) The Contracting officer may direct the Contractor to repay to the Government all performance-based payments paid to the Contractor. The Contracting Officer shall take into account in his determination as to the amount of the performance-based payment to be repaid the Government, the extent to which the Government exercises its right under (c)(1)(ii) or (iii) of this clause; and/or

(ii) The Contracting Officer may direct the Contractor to do the following in order to meet the data delivery requirements identified in this contract:

(a) Assign to the Government the necessary right, title and interest of the Contractor under one or more of its subcontracts, in which event the Government shall have the right to require the subcontractor(s) to perform the subcontract work. The Contractor agrees to provide to the Contracting Officer, within 90 days of contract award, evidence of the agreement of all subcontractors to the aforesaid assignment if this contract should be terminated for default; and/or

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(b) Transfer title and deliver to the Government any necessary (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights that the Contractor has specifically produced or acquired for the terminated portion of this contract, and any other property necessary to meet the data delivery requirements; and/or

(c) In the event the Government's assembling or operation of the spacecraft(s) and/or instrument(s) would infringe any patent or copyright which is owned, licensed or which becomes owned or licensed to the Contractor, the Contractor shall grant to the Government a paid-up, nonexclusive, nontransferable, irrevocable worldwide license to practice or have practiced for or on behalf of the United States any and all such patents or copyrights. The Contractor shall also grant to the Government, to data already created and identified for delivery under this contract as well as data subsequently identified as specifically used in the performance of this contract, the right to provide such data to third party contractors who will treat the data in accordance with the restrictive markings on such data, if any.

(iii) The Government may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(2) Default After Initial Operational Capability (IOC)

The Government shall have the following rights in the event of a default after IOC:

(i) The Contracting officer may direct the Contractor to repay to the Government performance-based payments paid to the Contractor in accordance with the formula included in this paragraph. The Contracting Officer shall take into account in his determination as to the amount of the performance-based payment to be repaid the Government, the extent to which the Government exercises its right under (c)(2)(ii) of this clause; and/or

Repayment Amount = $[\$X] - [\$X * [Y \text{ months} / 60 \text{ months}]]$;
where X = sum of all advance payments made to date,
and Y = # months after IOC
and 60 months = post-IOC delivery period

(ii) The Contracting Officer may direct the Contractor to do any of the following in order to meet the data delivery requirements identified in this contract:

(a) Assign to the Government right, title and interest of the Contractor under one or more of its subcontracts, in order to meet the data delivery requirements identified in this contract. The Contractor agrees to provide to the Contracting Officer, within 90 days of contract award, evidence of the agreement of all subcontractors to the aforesaid assignment if this contract should be terminated for default; and/or

(b) At no additional cost to the Government, deliver to the Government all records, drawings, software and other documents and data necessary, as determined by the Government, for housekeeping, maintenance, and command and control of the system used by the Contractor to

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collect, store, and deliver LDCM data. Further, the Contractor may be directed to furnish an Instrument Operations and Maintenance Manual to the Government which shall describe the Instrument, Instrument specifications, bench test procedures and routine repair of the Instrument Including schematic diagrams, printed circuit board layouts, theory of operation, and parts and supplier lists; and/or

(c) At no additional cost to the Government, the Contractor shall grant the Government the right to operate the spacecraft(s) and instrument(s), or have others do so on its behalf. The Contracting Officer will provide a written notice as to the effective date of the exercise of this right. In the event the Government's operation of the spacecraft and Instrument would infringe any patent or copyright which is owned, licensed or which becomes owned by, or licensed to, the Contractor, the Contractor shall grant to the Government and others acting in its behalf, a paid-up nonexclusive, nontransferable, irrevocable worldwide license to practice or have practiced for or on behalf of the United States any and all such patents or copyrights. The Contractor shall also grant to the Government, to data already created and identified for delivery under this contract as well as data subsequently identified as specifically used in the performance of this contract, the right to provide such data to third party contractors who will treat the data in accordance with the restrictive markings on such data, if any. At no additional cost to the Government, the Contractor shall have the obligation to negotiate and obtain rights in favor of the Government for those other necessary licenses to carry out this provision.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) Reserved.

(f) In the event that the Government exercises its rights under this clause, the Contractor shall protect the Government, hold the Government harmless and indemnify the Government from all claims (and related liabilities and costs) by the Contractor's customers or third parties who have the right to data from the spacecraft(s).

(g) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(h) The Government shall pay contract price for completed supplies delivered and accepted.

(i) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

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(j) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I. 7 RESERVED.

I. 8 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I. 9 EXTRAS (52.232-11) (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

I. 10 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (MAY 2002)

(a) Definitions. As used in this clause--

"Commercial item," has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except contracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

1.11 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

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I.12 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

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

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

(End of clause)

I.13 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

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

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

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

(End of clause)

I.14 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

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

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

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

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

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

(End of clause)

I.15 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)

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

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

(End of clause)

I.16 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

1.17 RESERVED.

1.18 ORDERING (52.216-18)(OCT 1995)

Note: This clause applies only to the special studies defined in clause C.2 SPECIAL STUDY TASK ORDERS AND REPORTS.

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

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail.

Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

1.19 ORDER LIMITATIONS (52.216-19)(OCT 1995)

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Note: This clause applies only to the special studies defined in clause C.2 SPECIAL STUDY TASK ORDERS AND REPORTS.

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of **\$500,000**;
 - (2) Any order for a combination of items in excess of **\$1,000,000**; or
 - (3) A series of orders from the same ordering office within **14** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.
- Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

1.20 INDEFINITE QUANTITY (52.216-22)(OCT 1995)

Note: This clause applies only to the special studies defined in clause C.2 SPECIAL STUDY TASK ORDERS AND REPORTS.

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.
- The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if

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the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months after the contract end date.

(End of clause)

1.21 TASK ORDERING PROCEDURE (OCT 1996) ALTERNATE I (OCT 1996)

Note: This clause applies only to the special studies defined in clause C.2 SPECIAL STUDY TASK ORDERS AND REPORTS.

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

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

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

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

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

(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 7 calendar days after receipt of the task order.

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

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

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

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Task ceiling price.
- (3) Cost and hours incurred to date for each issued task.
- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

***I.22 52.227-14 RIGHTS IN DATA-GENERAL (JUNE 1987) AS MODIFIED BY
NASA FAR SUPPLEMENT 1852.227-14--ALTERNATE II (JUN 1987)***

Note to offerors: This clause has been modified to incorporate definitions of "Restricted Landsat Data" and "Restricted Landsat Data Rights" and add paragraph g(3).

(a) Definitions.

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded.

The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

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"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted Landsat Data," as used in this clause, means data first produced in the performance of this contract and specifically identified in clause H.14 of this contract.

"Restricted Landsat Data Rights," as used in this clause, means the rights of the Government in restricted Landsat data as set forth in the Restricted Landsat Data Notice of subparagraph (g)(3).

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright-

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(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other

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restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such

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data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (June 1987)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

NONE

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of Restricted Landsat Data, or the Contracting Officer may require by written request the delivery of Restricted Landsat Data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Restricted Landsat Data

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Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e), (f), and g(2) of this clause, in accordance with such Notice:

RESTRICTED LANDSAT DATA NOTICE

- (a) These data are submitted with restricted Landsat data rights under Government Contract No. (and subcontract if appropriate). These data may be reproduced and used by NASA and DOI/USGS for the limited purposes of assuring data and data product quality and accuracy, performing sensor calibration and data validation, troubleshooting problems with the data, correcting problems in data processing, or for any other purpose to assure data and data product quality, with access limited to (1) appropriate officers and employees of NASA and DOI/USGS and (2) any designated NASA/USGS contractors or consultants, subject to appropriate safeguards against unauthorized disclosure. NASA, the DOI/USGS and the Contractor may mutually agree to wider distribution.
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

- (h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.
- (i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	LDCM Implementation Phase Statement of Work		
B	LDCM Implementation Phase Data Specification		
C	LDCM Implementation Phase Acronym List and Lexicon		
D	LDCM Data Policy		
E	RESERVED.		
F	LDCM Implementation Phase Contract Data Requirements List (CDRL)		
G	Small Business Subcontracting Plan		
H	Contractor Proposed Enhancements		
I	LDCM Implementation Phase Calibration/Validation Requirements		
J	LDCM Implementation Phase Level 1 G-ortho Data Option		

(End of clause)

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

***K. 1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (52.203-2)
(APR 1985)***

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization].

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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K. 2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (APR 1991)

(a) The Definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K. 3 TAXPAYER IDENTIFICATION (52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

(End of provision)

K. 4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (52.204-5) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of provision)

K. 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (52.209-5)(DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated by default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K. 6 PLACE OF PERFORMANCE (52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____	_____
_____	_____
_____	_____

(End of provision)

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

**K. 7 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1) (APR 2002)-
-ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 54171.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American

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_____ Hispanic American

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asia-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K. 8 SMALL DISADVANTAGED BUSINESS STATUS (52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

/ / (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/ / (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) / / For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K. 9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (FEB 1999)

The offeror represents that--

- (a) It // has, // has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It // has, // has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.10 AFFIRMATIVE ACTION COMPLIANCE (52.222-25) (APR 1984)

The offeror represents that (a) it // has developed and has on file, // has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it // has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

// (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

// (ii) The facility does not have 10 or more full time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

// (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

// (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

// (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

(End of provision)

K.12 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c.) of this provision to

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

either state that none of the data qualify as limited rights data or restricted computer software, or identify to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

// None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

// Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data--General."

(End of provision)

K.13 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (52.222-38) (DEC 2001)

By submission of this offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.14 USE OF GOVERNMENT-OWNED PROPERTY (1852.245-79) (JUL 1997)

(a) The offeror () does, () does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror () does, () does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish--

- (1) Identification of the property, quantity, and estimated acquisition cost of each item; and
- (2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

- (1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.
- (2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.
- (3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

(End of provision)

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Attachment A

LDCM Implementation Phase Contract Statement
of Work

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Attachment B

Landsat Data Continuity Mission (LDCM)
Implementation Phase Data Specification

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Attachment C

Landsat Data Continuity Mission (LDCM)
Implementation Phase Acronym List and Lexicon

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Attachment D

Landsat Data Continuity Mission (LDCM) Data
Policy

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Attachment E

RESERVED

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Attachment F

LDCM Implementation Phase Contract Data
Requirements List (CDRL)

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Attachment G

Small Business Subcontracting Plan (TBD Date)

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Attachment H

Landsat Data Continuity Mission (LDCM)
Contractor Proposed Enhancements
(CPE)

Prepared by
(Contractor Name)

Contractor Fill-in: Date

The following requirements exceed those stated in the solicitation/ contract. The format of this provision follows the same numbering scheme as the solicitation/ contract and its attachments.

CPE Format/ Instructions

The following requirements are revised as follows:

1. Proposed enhancement #1

- a. Requirements document affected [offeror shall cite the name and specific section/paragraph of the solicitation attachment]**
- b. The requirement is changed from: [the offeror shall enter the text of the current requirement verbatim from the solicitation]**
- c. The requirement is changed to: [the offeror shall enter the revised text that will be contained in the revised requirement]**

2. Proposed enhancement #2

- a. Requirements document affected [offeror shall cite the name and specific section/paragraph of the solicitation attachment]**
- b. The requirement is changed from: [the offeror shall enter the text of the current requirement verbatim from the solicitation]**
- c. The requirement is changed to: [the offeror shall enter the revised text that will be contained in the revised requirement]**

3. Proposed enhancement ...

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Attachment I

Landsat Data Continuity Mission (LDCM)
Implementation Phase
Calibration/Validation Requirements

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Attachment J

Landsat Data Continuity Mission (LDCM)

Implementation Phase

Level 1 G-ortho Data Option

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Enclosure 1

Cost Exhibits

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Enclosure 2

WBS Definitions

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Enclosure 3

System Margin and Budget Table Outlines

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Enclosure 4

Government Cost Model
with Instructions