

NING OSHY OIC

Systems Engineering for the Earth Sciences  
Mission Operations (ESMO) Project

Contract + (dated 11/22/04)

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ⇒	RATING DO-C9	PAGE OF 1	PAGES 46
2. CONTRACT NO. (Proc. Inst. Ident.) NO. NNG05HY01C		3. EFFECTIVE DATE 11/22/04	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Page 1A		
5. ISSUED BY: CODE 210.6		6. ADMINISTERED BY (If other than item 5) CODE			
NASA/Goddard Space Flight Center 7701 Greenbelt Road Greenbelt, MD 20771					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP)			CODE ONWP5	FACILITY CODE	
SGT, Incorporated 7701 Greenbelt Road, Suite 400 Greenbelt, MD 20770					
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER		9. DISCOUNT FOR PROMPT N/A			
10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: ⇒ ITEM					
11. SHIP TO/MARK FOR CODE			12. PAYMENT WILL BE MADE BY: CODE		
See Contract Schedule			See Clause G. 1		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN N/A <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA See Page 1A		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Systems Engineering for the Earth Sciences Mission Operations (ESMO) Project  Firm Fixed Price - IDIQ				
15G. TOTAL AMOUNT OF CONTRACT ⇒					\$ 3,000,000

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17 <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Michael G. Girotti Director, Finance & Admin		20A. NAME OF CONTRACTING OFFICER Tammy E. Seidel	
19B. NAME OF CONTRACTOR BY SGT, Inc. <i>(Signature of person authorized to sign)</i>	19C. DATE SIGNED 11/22/04	20B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	20C. DATE SIGNED 11/22/04

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## ACCOUNTING AND APPROPRIATION DATA:

Purchase Req: 4200063944  
Project WBS: 51-667-66-06  
Cost Center: 514280  
Fund Center: SAEX22004D  
Cost Element 6100.2550  
Fund Center: 51-667  
Amount: \$0  
Task: N/A

Purchase Req: 4200086963  
Project WBS: 51-667-66-06  
Cost Center: 514280  
Fund Center: SAEX22004D  
Cost Element 6100.2513  
Fund Center: 51-667  
Amount: \$36,375  
Task: 1

Purchase Req: 4200086965  
Project WBS: 51-667-66-06  
Cost Center: 514280  
Fund Center: SAEX22004D  
Cost Element 6100.2513  
Fund Center: 51-667  
Amount: \$116,137  
Task: 2

B/NC GGB

PPC-PF

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SECTION B OF NNG05HY01C  
SUPPLIES OR SERVICES AND PRICES/COSTS

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

The Contractor shall provide systems engineering for the Earth Science Mission Operations (ESMO) Project and perform and/or deliver the following:

1. Studies and analyses in accordance with Clause C.1 - Scope of Work.
2. Listing of Contractor Acquired Property in accordance with Clause G.2 - Installation-Accountable Government Property.
4. DOD Industrial Plant Equipment Requisition (DD Form 1419) in accordance with Clause G.4 - Installation-Accountable Government Property.

(End of clause)

**B. 2 ORDERING (52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of this contract through a 2 year period afterwards (the effective ordering period).

(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)

**SECTION B OF NNG05HY01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B. 3 ORDER LIMITATIONS (52.216-19) (OCT 1995)**

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

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

(1) Any order for a single item in excess of \$3,000,000;

(2) Any order for a combination of items in excess of \$3,000,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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)

**SECTION B OF NNG05HY01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B. 4 INDEFINITE QUANTITY (52.216-22) (OCT 1995)**

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

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

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

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

(End of clause)

**SECTION B OF NNG05HY01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.5 MINIMUM //MAXIMUM AMOUNT OF SUPPLIES OR SERVICES**

The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$36,375. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$3,000,000.

(End of clause)

**B. 6 HOURLY RATES**

The labor categories and maximum fully burdened hourly labor rates with profit for task proposals are as follows:

Maximum Hourly Rates Off-site Labor

Labor Category	FY 05	FY 06	FY 07
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**SECTION B OF NNG05HY01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

Maximum Hourly Rates On-site Labor

Labor Category

FY 05

FY 06

FY 07

**SECTION C OF NNG05HY01C**  
**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 perform the work as set forth in the Statement of Work ( Section J, Attachment A) and to furnish the items specified in Section B.1 of this contract and as defined in task orders issued hereunder.

(End of clause)

**SECTION D OF NNG05HY01C  
PACKAGING AND MARKING**

[THERE ARE NO CLAUSES IN THIS SECTION.]

**SECTION E OF NNG05HY01C  
INSPECTION AND ACCEPTANCE**

***E. 1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92)  
(SEPT 1989)***

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

If this is a fixed price type contract, 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 30th 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 one year after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**SECTION E OF NNG05HY01C  
INSPECTION AND ACCEPTANCE**

**E. 3 INSPECTION OF SERVICES--FIXED-PRICE (52.246-4) (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests 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.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is

**SECTION E OF NNG05HY01C  
INSPECTION AND ACCEPTANCE**

directly related to the performance of such service or (2)  
terminate the contract for default.

(End of clause)

**SECTION F OF NNG05HY01C  
DELIVERIES OR PERFORMANCE**

**F. 1 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92)  
(OCT 1988)**

The services specified by this contact shall be performed at the contractors facility in Greenbelt, Maryland and the NASA Goddard Space Flight Center in Greenbelt, Maryland.

(End of clause)

**F. 2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE  
I (APR 1984)**

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

(1) Cancel the stop-work order; or

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

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

**SECTION F OF NNG05HY01C**  
**DELIVERIES OR PERFORMANCE**

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

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

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

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

(End of clause)

**F. 3 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

**SECTION F OF NNG05HY01C  
DELIVERIES OR PERFORMANCE**

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.

(End of clause)

SECTION H OF NNG05HY01C  
SPECIAL CONTRACT REQUIREMENTS

**G. 1 INVOICES - SUBMISSION OF**

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".

Invoices shall be submitted in accordance with the milestone payment schedule that is stated in each task order.

(End of clause)

**G. 2 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL CONDITIONS (GSFC 52.245-92) (SEP 1998)**

(a) Government property categorized as facilities (defined at FAR 45.301 and NASA FAR Supplement 1845.301) has been provided for the performance of this contract.

(b) Except as specified in paragraph (e) below, the Government will not authorize the replacement of any defective Government property as a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (c). If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with property owned or leased by the Contractor. However, such Contractor property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the contract in an acceptable and efficient manner is not degraded.

**SECTION H OF NNG05HY01C**  
**SPECIAL CONTRACT REQUIREMENTS**

(c) The Government may reimburse the reasonable direct cost for the repair of any Government property for which repair is determined to be an acceptable alternative. In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for Government Property. The criteria in this program shall be used to determine when the contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. However, in the absence of a Government approved maintenance/repair program, the Contractor must submit each repair request to the Contracting Officer. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not to exceed" dollar amount for the repair of the property and a rationale as to why repair is the best alternative considering the age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the requirements of the contract. If the Contracting Officer agrees that the property is still needed for contract performance and that repair is an acceptable alternative, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not an acceptable alternative, the Contracting Officer shall notify the Contractor and the replacement equipment or needed equivalent capability shall be provided by the Contractor in accordance with paragraph (b) above. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

(d) In the event that the Contractor is not selected in a subsequent recompetition of this requirement and the facility items replaced as contractor property are not needed for any other purpose, the Contractor is encouraged to offer to sell to the successor contractor any facility items that the successor contractor chooses to buy, at a fair and reasonable price.

(e) This clause shall not apply to the following items:

None

(End of clause)

**SECTION H OF NNG05HY01C**  
**SPECIAL CONTRACT REQUIREMENTS**

**G. 3 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96)(SEP 1998)**

(a) Performance of this contract requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts" except that para (e) does not apply to on-site locations.

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Owned Equipment".

GSFC clause 52.245-92, "Repair or Replacement of Government Property--Special Conditions", if included.

GSFC clause 52.245-97, "Contractor Acquired Property--NASA Conditions".

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government-Furnished Property", if included.

(d) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property (Alternate I)".

**SECTION H OF NNG05HY01C  
SPECIAL CONTRACT REQUIREMENTS**

NASA FAR Supplement clause 18-52.245-77, "List of Installation- Accountable Property and Services".

GSFC clause 52.245-93, "Contractor Acquired Government Property"

(End of clause)

**G. 4 INSTALLATION-ACCOUNTABLE GOVERNMENT  
PROPERTY (1852.245-71) (JUN 1998)**

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

(1) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located

(2) Identify Government property equipment that is no longer considered necessary for performance of the contract.

(3) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.

(4) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

The Contractor shall establish and adhere to a system of written procedures for compliance with the user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property. The procedures must ensure that employees use, or allow the use of, Government property, including property leased to the Government, only

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for government purposes and that Government property is protected and conserved.

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

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

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

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

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

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

(End of clause)

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**G. 5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77) (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

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

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

(1) Equipment to be made available is as follows:

Gov Tag	Equip type	Make	Model #	Price
1100008424	Microcomputer	Compaq	Evo	\$1200.00
00001310	Display Unit	Compaq	S710	\$ 340.00

The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

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

(c) Supplies from stores stock.

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

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

(f) Installation service facilities: None.

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

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

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

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

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

(End of clause)

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**H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE**

- (1852.223-70) SAFETY AND HEALTH (APR 2002)
- (1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

(End of By Reference Section)

**H. 2 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002)**

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

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

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

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

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

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

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

(End of clause)

***H. 3 ONSITE CONTRACTOR PERSONNEL—IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (AUG 2003)***

(a) The Contractor shall designate a representative (point of contact) for the purposes of this clause. The Contractor shall notify the GSFC Security Division, Code 240, Attention: Locator and Information Tracking System (LISTS) Manager, and the Contracting Officer's Technical Representative (COTR) of the designated representative within 15 calendar days of award of this contract. The GSFC maintained LISTS contains work and home location and contact information for personnel that have permanent NASA/GSFC identification badges. The Contractor may contact the LISTS Manager, Tel 301-286-2306 for assistance regarding LISTS.

(b) The Contractor must apply for permanent NASA/GSFC identification badges for those employees who will be employed by the contractor onsite for at least six months. The GSFC Security Division will consider permanent identification badges for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. For each employee, the Contractor must complete and submit a GSFC

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Form 24-27, "LISTS Form", and a NASA Form 531, "Name Check Request". The forms are available from GSFC Stores Stock or online via NASA and GSFC systems. The GSFC Form 24-27 must be signed by the COTR or the Contracting Officer. The COTR will resolve any housing or access issues, review the forms for accuracy and completeness, and return the signed forms to the Contractor. The Contractor shall forward the form(s) to the GSFC Security Division, Code 240, for the necessary checks, issuance of identification badges, and subsequent data entry into the LISTS. Arrangements for fingerprinting employees will be handled by representatives of the GSFC Security Division's ID Section.

(c) The Contractor shall submit an annotated LISTS Report each month. The GSFC LISTS Manager will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report to correct and update the information as follows:

(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;

(2) Make handwritten changes to any other incorrect data.

The annotated LISTS Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: LISTS Manager, and to the COTR by the 10th calendar day of the month.

(d) The Contractor shall ensure that all personnel who have NASA/GSFC issued identification, keys or other property who leave its employ or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued badges and identification.

(End of clause)

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**H. 4 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (DEC 2003)**

(a) (1) The Contractor must apply for permanent NASA/GSFC Identification Badges for those employees that will be employed by the Contractor and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC badge at, or above, the waistline. Refer to GSFC clause 52.204-99, "Onsite Contractor Personnel—Identification, Reporting, and Checkout Procedures" for permanent Identification Badge issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GMI 1680.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

- (1) Coordinated Harassment/Discrimination Inquiry Guidelines  
<<http://internal.gsfc.nasa.gov/directives/security.html>>
- (2) GMI 1040.5, GSFC Emergency Management Program
- (3) GMI 1040.6, GSFC Emergency Management Plan  
(Greenbelt)
- (4) GMI 1152.9, Facilities Coordination Committee
- (5) GHB 1600.1, Security Manual
- (6) GMI 1680.1, Visits of Foreign Nationals to GSFC
- (7) GMI 1700.2, GSFC Health and Safety Program
- (8) GMI 6730.6, Vehicle Reserved Parking
- (9) GPD 8715.1, GSFC Safety Policy
- (10) GPD 8870.1, Environmental Program Management
- (11) GHB 1790.2, Chemical Hygiene Plan
- (12) GPG 1800.1, GSFC Smoking Guidelines

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- (13) GHB 1860.1, Radiation Protection--Ionizing Radiation
- (14) GHB 1860.2, Radiation Safety Handbook
- (15) GHB 1860.3, Radiation Safety--Laser
- (16) GHB 1860.4, Radiation Safety--Ultraviolet and High Intensity Radiation
- (17) GPG 2570.1, Radio Frequency Equipment Licensing
- (18) GPG 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

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

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

**H. 5 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 "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

**H. 6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (OCT 2002)**

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as

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required by paragraph (b) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

None

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

(End of clause)

***H. 7 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)—ALTERNATE I (OCTOBER 1996)***

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

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

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

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

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information

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required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 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 10 calendar days after receipt of the task order.

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

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

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

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(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) Price and hours incurred to date for each issued task.
- (4) Price and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Price summary of the status of all tasks issued under the contract.

(End of clause)

***H. 8 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)

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**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 (JUNE 2003)
(52.204-4)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(52.204-7)	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(52.211-15)	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
(52.215-2)	AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(52.215-8)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(52.215-10)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(52.215-12)	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(52.215-15)	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
(52.215-17)	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(52.219-6)	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
(52.219-8)	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
(52.222-1)	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(52.222-3)	CONVICT LABOR (JUNE 2003)
(52.222-19)	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (APR 2002)

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- (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 (AUG 2003)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY CONTRACTOR (SHORT FORM) (JUN 1997) as modified by NASA FAR Supplement 1852.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14
- (52.229-4) FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (OCT 2003)--ALTERNATE I (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)--ALTERNATE I (JUN 1985)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is "??None or list??"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-4) GOVERNMENT FURNISHED PROPERTY (SHORT FORM) (APR 1984)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)

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- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)  
(52.248-1) VALUE ENGINEERING (FEB 2000)  
(52.249-4) TERMINATION FOR CONVENIENCE OF THE  
GOVERNMENT (SERVICES) (SHORT FORM) ) (APR 1984)  
(52.249-8) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR  
1984)  
(1852.242-78) EMERGENCY MEDICAL SERVICES AND EVACUATION  
(APR 2001)  
(1852.215-84) OMBUDSMAN (OCT 2003)--ALTERNATE I (JUNE 2000) The  
installation Ombudsman is William F. Townsend, Goddard Space  
Flight Center, Mailstop 100, Greenbelt, MD 20771, Business  
Phone: 301 286-5066, Fax 301 286-1714, E-mail address:  
William.F.Townsend@nasa.gov  
(1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

***I. 2 SPECIAL 8(a) CONTRACT CONDITIONS (52.219-11) (FEB  
1990)(DEVIATION)***

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration  
Washington District Office  
1110 Vermont Avenue, N.W. 9<sup>th</sup> Floor  
Washington, DC 20043-4500

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(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

- (1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
- (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

NOTE: For purposes of this contract, FAR Clause 52.244-2, "Subcontracts (Aug 1998)", takes precedence over paragraph (c)(2) of FAR clause 52.219-11, "Special 8(a) Subcontract Conditions (FEB 1990) (Deviation) (as authorized by NASA Procurement Information Circular 99-21). However, subcontracting is fully subject to the subcontracting limitations of FAR Clause 52.219-14, "Limitations on Subcontracting (DEC 1996).

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**I. 3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees for the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

*(End of clause)*

**I. 4 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 therefor have been authorized in writing by the Contracting Officer.

(End of clause)

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**I. 5 SUBCONTRACTS (52.244-2) (AUG 1998)**

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(?? Contract Specialist: Refer to NFS 1844.201-1 and -2 for a discussion of subcontracts to be considered for "special surveillance". Give this careful consideration but, if none, insert "None")

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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None

(End of clause)

**I. 6 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6)(APR 2003)**

(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.

(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 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of

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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)

***1.7 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)

***1.8 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

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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. 9 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74)***  
***(SEP 1990)***

(a) Definitions.

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

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

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

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

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

(End of clause)

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***1.10 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)***

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

***I.11 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)***

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

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

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

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

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

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

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

(End of clause)

***I. .12 EMERGENCY EVACUATION PROCEDURES (1852.237-70)  
(DEC 1988)***

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

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provide for efficient and rapid evacuation of the facility  
if and when required.

(End of clause)

## STATEMENT OF WORK

### SYSTEMS ENGINEERING FOR THE GSFC ESMO PROJECT

#### 1. Introduction:

This contract provides for end-to-end systems engineering analysis for the Earth Sciences Mission Operations (ESMO) Project.

#### 2. Requirements include but are not limited to the following:

2.1 The contractor shall perform systems engineering analyses, management analyses, evaluation of design and architecture, programmatic analyses, and planning for the GSFC ESMO Project Office. This shall be for all phases of the project and specifically includes mission systems, mission and science operations, anomaly resolution, and future planning. Special mission and strategic planning studies will be conducted by ESMO and other Code 400 projects during the development phase of missions to be operated by the ESMO Project. Examples of analyses, trades, and plans are: debris analyses, end-of-mission plans, transition plans, system upgrade trades, formation flying and coincidental imaging analyses, reengineering studies, orbit phasing studies, etc.

2.2 The contractor shall assess the affect of requirement changes on various elements (spacecraft, instrument, ground) of the total system and the associated impact on operations, processing, and distribution of both housekeeping and/or science data. Some examples are changes to the mission model, network, software, flight project interfaces, maintenance plan, operations concepts, or for system upgrades or new technology insertion.

2.3 The contractor shall attend project reviews, working group meetings, anomaly meetings, test meetings, technical exchange meetings, and presentations as requested by the ESMO Project Office.

2.4 The contractor shall provide technical analysis on a timely basis both orally, in working meetings, and in writing, as appropriate.

#### 3. Program Reporting:

Promote timely communications to the ESMO Project, including, but not limited to the following:

Monthly Technical Reports – This document shall be delivered to the ATR in electronic or paper format according to the requirements contained in the individual task orders.

Documentation as specified in the individual task orders – This may include white papers documenting study results, strategic plans, and ad hoc reports as requested by the Contracting Officer's Technical Representative.

## ESMO II SAFETY AND HEALTH PLAN

### A Note from the President of SGT

We believe that our employees are our most important assets and their safety is our most important responsibility. It is our policy to provide a safe and healthy work environment for our employees whether they are in SGT, contractor, or Government work spaces. Our responsibility is to ensure that safe practices and a safe work environment are established and maintained for the protection of our employees, their co-workers, government workers, other contractors, and guests. We take this responsibility most seriously as evidenced by SGT's superior safety record since our founding. As President of SGT, I give you my personal commitment that I will ensure that SGT continues to emphasize safety as a top priority and a value. The following Safety and Health Plan is SGT's blueprint for carrying out that commitment

—Harold S. Stinger

### Introduction

The SGT ESMO II contract Safety and Health (S&H) Plan is based on and adapted from SGT's corporate S&H Plan that was a major factor in SGT achieving its superior safety record. SGT has had three reportable accidents and no OSHA citations since the inception of the company in 1994.

The SGT S&H Plan for the ESMO II contract is responsive to NPG 8715.3A and NFS 18522.223-70.

SGT's established working relationship with the GSFC Safety & Environmental Division and Facility Operations Managers (FOMs) ensures that our understanding and familiarity with the GSFC S&H standards and philosophy is thorough and complete. SGT is also a member of the GSFC Contractor Safety Forum and thus is aware of safety initiatives and emphases at GSFC.

After contract award and approval of this S&H Plan, the SGT Project Manager will meet with the responsible FOM to review building evacuation requirements and other responsibilities we have as tenants of GSFC facilities.

### 1 ESMO II SAFETY PROGRAM MANAGEMENT

#### Scope of Work

Under its ESMO II contract SGT performs systems engineering analyses, management

analyses, evaluation of design and architecture, programmatic analyses, and planning for the GSFC Earth Science Mission Operations (ESMO) Project. The support spans all project phases and includes mission systems, mission and science operations, anomaly resolution and future planning.

### Goals and Objectives

Specific safety and health goals and objectives include:

- Communicate S&H policy to all employees to ensure a full understanding of safety requirements;
- An accident-free workplace with zero lost days;
- An effective ongoing training program, including first aid, Cardiopulmonary Resuscitation (CPR), fire prevention, use of fire extinguishers, chemical spill/contamination response, and accident reporting procedures;
- Efficient and compliant workplace/workforce safety and health reporting and inventory management and trend analysis;
- Demonstrated management safety leadership and authority;
- Regular communication with Building FOMs;
- Effective, appropriate inspections

## Management Responsibilities

Effective implementation of SGT's S&H Plan starts with the leadership of the ESMO II Project Manager (PM) to motivate and hold accountable his staff for all aspects of the S&H Plan. The PM is the designated Safety Officer for the Program. His responsibilities are:

- Ensure total compliance with S&H Plan by all SGT employees in every facility location;
- Ensure CO and COTR are kept informed on status of all S&H events/actions;
- Implement and maintain the S&H Plan for the program;
- Ensure accomplishment of employee training (for example, annual GSFC safety training – usually accomplished via SOLAR), FOM interactions, and timely inspections to identify risks, hazards, and potentials for accidents;
- Coordinate with SGT HR to maintain S&H training records for basic training and annual updates on all SGT Team employees;
- Administer the awards program to promote S&H;
- Flow down S&H requirements to subcontracts;
- Generate required reports relating to lost-time statistics;
- Conduct investigations of all work-related incidents, accidents, and close calls; determine their causes; and provide the CO with an appropriate report;
- Take appropriate corrective action in response to any non-compliance identified by the CO;
- Conduct quarterly walk through inspections of work areas to ensure compliance with the ESMO II S&H Plan and to take corrective action to eliminate any potential hazard or safety risk. Coordinate corrective actions with the FOM;
- Work with the FOM on any planned adjustments in the work place layout or

equipment changes and any planned moves;

- Determine requirement for SGT to provide a fire warden. The fire warden working with the FOM will facilitate the Center's fire safety program and serve as evacuation Point of Contact (POC).

## SGT ESMO II Employee Responsibilities

- Read, understand, and comply with the ESMO II S&H Plan;
- Attend all required S&H training;
- Comply with NASA's safety, health, and environmental standards;
- Comply with the safety requirements listed in any applicable Material Safety Data Handling Sheets (MSDS);
- Maintain an understanding of current safety plans and procedures affecting their work areas, including relevant evacuation plans;
- Wear protective equipment when required;
- Seek and obtain training in the safe operation of specialized equipment;
- Keep immediate work areas neat and orderly;
- Assist Code 250 personnel during inspections, surveys, and investigations;
- Report any suspected safety or health hazards to the PM;
- Obtain necessary emergency medical care;
- Promptly report occupational injuries and illnesses as directed by area procedures.

## Safety and Health Committee

SGT's Safety and Health Committee is appointed by the company President and is chaired by the SGT Safety Officer. Permanent members include SGT's ISO Quality Representative and senior managers in Human Resources and Contracts. Annual rotating membership in the committee is held by a senior member of technical management and an employee representative. The S&H Committee's primary responsibility is to review and make recommendations to SGT's

President on any changes to SGT's S&H policies, procedures, plans, or standards. The committee also reviews the results of all safety audits and mishap reports and makes recommendations to correct any deficiencies in SGT's policies and plans.

#### **Government Access to Contractor Safety and Health Program Documentation**

SGT will make available all safety documentation requested by the Government.

#### **Procurement**

All procurements will be reviewed for safety and environmental considerations to ensure that specifications contain appropriate criteria and instructions. SGT will comply with governing FAR and NFS clauses and coordinate with Code 250 to remain up-to-date on GSFC-specific new requirements.

## **2 Worksite Analysis**

### **Material Safety Data Sheets**

Under Maryland law, employees must have access to information about potentially hazardous substances in their work place. Although we do not anticipate handling any hazardous materials under ESMO II, we do understand the requirements. Major elements of our procedures to comply include the following:

- Maintaining a site notebook with all MSDSs available for employees
- Ensuring that vendors provide an MSDS
- Giving new employees a safety orientation that includes their right to know about materials they will be handling
- Supervisors demonstrating by example the proper use of materials that may be hazardous
- Supervisors checking the proper use of protective devices
- Properly labeling all materials by marking precautions clearly on containers (If a substance or material is removed from its original container, the new container must

be marked with the name of the item and precautions.)

- Sending a copy of each MSDS upon receipt of the material for use on NASA property to Code 250 along with the name, address, and telephone extension of the contractor representative to be contacted for questions or other information.

### **Hazardous Materials Inventory**

SGT will compile an annual inventory report (in response to the Code 250 call) of all hazardous materials it has located on Government property and which are within the scope of Title 29 CFR 1910.1200—Hazard Communication and Federal Standard 313—Material Safety Data, Transportation Data, and Disposal Data for Hazardous Materials Furnished to Government Activities, as revised. This listing shall provide the following:

- The identity of the material
- The location of the material by building and room
- The maximum quantity used, disposed of, or otherwise released during the year for each material.

### **Process**

Hazardous conditions/operations within SGT's worksite (on and off site) will be identified for the duration of the contract. The information collection processes will include surveys, analyses, and inspections of the worksite. Hazards on GSFC property will be subject to the review and concurrence of Code 250.

### **Change Analysis**

As appropriate, SGT will analyze modifications in facilities, equipment, processes, and materials (including waste), and related procedures for operations and maintenance. Change analyses periodically will be driven by new or modified regulatory and/or GSFC requirements.

### *Hazard Analysis and Identification*

SGT will analyze facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. SGT will list each hazardous operation and/or unique hazard to be performed, and other key operations required or planned in the performance of the contract. GSFC and SGT will jointly decide which operations are to be considered hazardous, with GSFC as the final authority. Before hazardous operations commence, SGT will submit for GSFC concurrence: (1) written procedures for all hazardous operations; and/or (2) qualification standards or required certifications for personnel involved in hazardous operations.

### **3 Hazards/Mishaps**

One of the most important elements of employee reporting of hazardous conditions or close calls is the assurance that SGT management values such reporting. Every employee is encouraged to report immediately any unsafe conditions, as well as actual mishaps or close calls. As stated in the *GSFC Safety Pocket Guide*, "Reprisal or disciplinary action against an employee who initiates a safety concern shall not be tolerated." SGT will not only encourage reporting, but where appropriate provide a Star Award to employees whose alert observation and timely reporting contribute to increasing the safety of our work environments. We will also distribute instructions for anonymous reporting using the NASA Reporting System.

### **Mishap Investigation and Record Analysis**

#### **Mishap Investigation**

Any employee having knowledge of a mishap (including fire and hazardous materials releases) or near miss should first call 911 and then report it immediately to the SGT PM. The PM will report the accident/incident immediately in accordance with the following:

The immediate notification and prompt reporting required by paragraph (c) of clause

1852.223-70 shall be to Code 250 and to the Contracting Officer. This should be a verbal notification and confirmed by fax or email. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for performance on the contract.

If the PM is not available, the employee will report to the SGT HR Manager. CO notification will follow. SGT will report using Form 1627. All mishaps will be investigated for root cause and corrective action determination (NPG 8621.1 provides procedures for conducting investigations). A report will be submitted to the CO and a copy to the GSFC Safety Office. SGT will coordinate with GSFC to implement and monitor corrective actions.

The PM shall:

- Categorize and identify the severity of the problem/mishap
- Conduct an investigation in a timely and complete manner
- Make a report including recommendations to the SGT Safety Committee
- Ensure that the proper corrective procedure is undertaken
- Comply with all GSFC and OSHA reporting requirements
- Inform HR of the situation in the event of an injury for Workers Compensation reporting purposes.

SGT personnel will comply with specific procedures documented in the Facility Emergency Action Plan. These procedures include emergency actions for securing dangerous conditions and accident sites until released by the CO and Code 250

#### **Trend Analysis**

SGT will perform trend analyses of occupational injuries and illnesses; facilities, systems, and equipment performance; and maintenance findings. In conjunction with our FOMs and Code 250, we will identify causes

of workplace-related illness and performance issues, and develop approaches to resolve them. For each element on and off GSFC property that performs work on this contract, SGT posts a copy of our annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29 Code of Federal Regulations, Subpart 1904.5.

#### Protective Equipment

SGT will develop or reference procedures for obtaining, inspecting, and maintaining protective equipment as required. These procedures will be readily available to personnel as required to correctly perform their duties.

#### 4 Medical Program

All staff have access to GSFC emergency medical services and for some conditions we may qualify for treatment at the Health Unit. SGT, in coordination with our COTR, will manage employee training on-site for CPR, first aid, and emergency response.

SGT's employees are encouraged to seek medical attention when workplace injuries occur. SGT offers a full medical insurance package that covers all foreseeable emergency and non-emergency health care requirements. Employees with workplace injuries are required to report those injuries to the Program Director and to HR. SGT offers paid medical leave as part of its comprehensive benefits package. Employees may be required to have a doctor's certification to return to work after taking medical leave for a work-related injury.

#### 5. EMERGENCY RESPONSE

SGT will coordinate with our FOMs and Code 250 for emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, and environmental releases. SGT will comply with Title 29 CFR 1910.120 HAZWOPER (relating

to hazardous operations). SGT will also coordinate with GSFC to define SGT's role in the local Incident Command System. SGT personnel will comply with the building evacuation plan.

#### 6. SAFETY AND HEALTH TRAINING

SGT will conduct a safety orientation briefing for all current and new employees, including the videotape "NASA/GSFC Safety, Environmental, and Security Awareness." SGT will conduct additional training over the course of the contract as necessary, for example, as a result of any mishaps or near misses where lessons learned/corrective action plans indicate the need for such additional training.

All employees involved in handling hazardous materials are required to be trained and certified on the safety procedures for handling those materials. The PM is responsible for identifying employees requiring additional safety training.

SGT will coordinate with our FOM and Code 250 to identify appropriate on-site training resources. We will distribute safety bulletins on a regular basis. An example of such a safety awareness bulletin, which also serves well to summarize GSFC's and our safety philosophy, is shown in Exhibit 1

#### 7. SAFETY AND HEALTH REWARDS PROGRAM

SGT has a well-established set of bonuses, including the SGT Star Award for outstanding performance as demonstrated by customer satisfaction, specific significant accomplishment, or sustained superior performance. Those employees who have made significant contributions to our Safety Program will be acknowledged by a Safety and Health Award, which includes a certificate and cash award.

## Safety Accountability Program Key

1. All injuries can be prevented. Safety is an attitude. Be safety conscious. Some people work twenty years at a job and never get hurt and others have several injuries in just a month or two.
  2. All hazards can be controlled. Over 90% of injuries are due to unsafe acts. Choose to be safety conscious. Sometimes the other person is not being safety conscious. Just as you drive defensively, you need to work defensively. Approach the task with some caution. Think about the potential hazards.
  3. If there is an unsafe condition, report it to your supervisor so it can be corrected. Management is responsible and accountable for preventing injuries. If you need further assistance, contact Code 205.
  4. Think of others before you leave an unsafe condition unresolved. If you spill coffee on the floor, clean it up before someone slips on it.
  5. Wear personal protective equipment when it has been issued to you. Expensive equipment does no good if it remains on a hook in your locker.
  6. Obey and enforce safety standards. If you are unclear about a safety policy, call Code 205. They will be glad to clarify any safety policies. Remember that working safely is a condition of employment.
  7. Don't let the same mishap occur again. Investigate mishaps and near-misses not only to learn lessons, but also to facilitate permanent correction of policies.
  8. Inspect equipment for hazards. Be proactive towards safety. Unsafe conditions left uncorrected will cause injuries.
  9. Attend accident prevention training classes. A number of classes are available at the center. Contact the OHR Training Office for information.
  10. Make safety the first part of every day and every job. Whenever there is a conflict between safety objectives and mission objectives, safety shall be our first consideration.
- (Source: "Safety First" Supervisor's Safety Meeting Training Package)*

### *Exhibit 1. GSFC and SGT Safety Philosophy Summary*

#### 8. REFERENCES

Public Law 91-596, Occupational Safety and Health Act of 1970  
Title 29 Code of Federal Regulations, Part 1904  
Title 29 Code of Federal Regulations, Part 1910  
Title 29 Code of Federal Regulations, Part 1910.1200 Hazard Communication  
Title 29 Code of Federal Regulations, Part 1926  
Title 29 Code of Federal Regulations, Part 1960  
NPD 8621.1, NASA Mishap Reporting  
NPD 8710.1, Emergency Preparedness Program  
NPD 8710.2, NASA Safety and Health Program Policy  
NPG 5100.4, NASA Federal Acquisition Regulations Supplement  
NPG 8715.1, NASA Safety and Health Handbook  
NPG 8715.3, NASA Safety Manual  
GHB 1040.1E, GSFC Emergency Preparedness Manual  
USDOL OSHA Standards (as applicable)  
Any applicable state, county, and/or local safety codes