NNG06EB68C

~~NNG05101107R~~

Contract (dated 5/15/06)

OMB APPROVAL #: 2700-0042

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ⇒	RATING	PAGE 1 OF PAGES 60

2. CONTRACT NO. (*Proc. Inst. Ident.*) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
NNG06EB68C	July 1, 2006	

5. ISSUED BY: CODE 210.S	6. ADMINISTERED BY (*If other than item 5*) CODE 210.8
NASA Goddard Space Flight Center Greenbelt Road Greenbelt, MD 20771	Dawn M. Fountain 301.286.3815 301.286.1773 (f) Dawn.M.Fountain@nasa.gov

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP	CODE	FACILITY CODE
ADNET Systems, Inc. 164 Rollings Avenue, Suite 303 Rockville, MD 20852	1HAJ8	

8. DELIVERY ☐ FOB ORIGIN ☐ OTHER | 9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (*4 copies unless other-wise specified*) TO THE ADDRESS SHOWN IN: ⇒ ITEM

11. SHIP TO/MARK FOR CODE 606	12. PAYMENT WILL BE MADE BY: CODE 155
See Clause F.2	See Clause G.6

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN N/A	14. ACCOUNTING AND APPROPRIATION DATA
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)	PR4200143004 and 4200142862

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
					See Clause B.5

15G. TOTAL AMOUNT OF CONTRACT ⇒ $

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 ☐ 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. ☒ AWARD (*Contractor is not required to sign this document.*) Your offer on Solicitation NNG05101107R, 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*)	20A. NAME OF CONTRACTING OFFICER
Ashok Jha President	Dawn M. Fountain

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY (*Signature of person authorized to sign*)	5/15/2006	BY Dawn M. Fountain (*Signature of Contracting Officer*)	5/15/2006

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

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

The Contractor shall provide the development and use of scientific computer systems, engineering data analysis systems, engineering efforts that develop new technologies for scientific instrumentation, software application development and implementation, and computer system management for Science Exploration research at the GSFC. The overall mission is as described in Section J, Attachment A entitled, "Statement of Work," and Attachment B entitled, " SOW Addendum" of this contract, which describes the types of activities in this overall support. In addition, the following deliverables are required:

ITEM	DESCRIPTION	REFERENCE	DUE DATE
1.	Services in accordance with the SOW Attachments A & B	J.1, Attachment A and Attachment B	
2.	Notice of Estimated Cost Increased	B.3	As required
3.	Baseline Cost Plans	C.3	Initially 30 days from contract award and, annually, thereafter
4.	New and Modified Funding Procedures	C.4	As generated
5.	Financial Management Reports	G.1 and G.9	As required
6.	Financial Reporting of NASA Property in the Custody of Contractor's	G.12	Annually (10/15)
7.	Requests for Repair of Government Property	G.3 and G.13	As required
8.	Reports of Reportable Items	G.7	As required

9.	Travel Requests Reports	G.8	30 days prior to and after completion of travel
10.	DOD Industrial Plan Equipment Requisition (DD Form 1419)	G.10	As required
11.	Onsite Personnel Reporting Requirements (GSFC Form 24-27 and NASA Form 531)	H.4	As required
12.	Identification of Onsite Focal Point	H.10	At the start of the contract and as required
13.	Request to Publish or Present Technical Papers	H.10	As required
14.	IT Security Plan	H.12	Due 30 days ACA
15.	Quarterly Health and Safety Reporting	H.7	As required
16.	Final Organizational Conflicts of Interest Avoidance Plan	H.2	Due 30 days ACA

(End of clause)

B. 2 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)

(a) The total estimated cost of this contract includes the following estimated costs:

CATEGORIES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Local Travel	$1,895	$1,948	$2,003	$2,061	$2,123	$10,031
Non-Local Travel	$577,326	$593,491	$610,108	$627,802	$646,636	$3,055,362
Material	$120,166	$123,531	$126,990	$130,672	$134,592	$635,951
"Other –ODC"	$137,864	$141,724	$145,692	$149,917	$154,415	$729,612
TOTAL	**$837,251**	**$860,694**	**$884,793**	**$910,452**	**$937,766**	**$4,430,956**

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of clause)

B.3 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)

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

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

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

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

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

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

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

(End of clause)

B.4 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (JUN 2000)

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

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

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

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

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

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

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

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

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

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

(End of clause)

B. 5 ESTIMATED COST AND AWARD FEE (18-52.216-85) (SEP 1993)

The estimated cost of this contract is $ 205,538,837. The maximum available award fee, excluding base fee, if any, is $ 15,392,461. The base fee is $0. Total estimated cost, base fee, and maximum award fee is $ 220,931,298.

(End of clause)

B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $ 5,550,000. This allotment is for all services performed and covers the following estimated period of performance:

May 1, 2006 through June 30, 2006

(b) An additional amount of $450,000 is obligated under this contract for payment of fee.

(End of clause)

B.7 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995)

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

Indirect Cost	Base of Application	Percentage					
		CY06	CY07	CY08	CY09	CY10	CY11
Fringe	Total DL and Indirect DL	(b)(4)					
SESDA-II OH	Total SESDA II DL and Fringe on DL						
MH	Subcontractors Total Cost						
G&A	Labor, plus Fringe, OH and ODCs						

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

SECTION C OF NNG06EB68C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The Contractor shall provide the personnel, materials, and facilities, except as otherwise provided in the contract, necessary to perform the specialized support services as described in Section J, Attachment A, entitled, "Statement of Work." At the start of the contract, the Contractor shall assume, as a minimum, the services described in Attachment B, entitled "SOW Addendum."

(End of clause)

C.2 VARIATIONS IN SERVICE LEVELS

1. The total estimated cost and fee(s) of this contract are based upon the Contractor's estimate of the magnitude of effort required to provide the services described in Section J, Attachment A and addenda thereto (Attachment B, entitled "SOW Addendum"), for the term of the contract.

2. The Contractor will perform its duties in a dynamic environment in which the range of effort required to support GSFC's Space and Earth science activities will vary. Range of effort is comprised of all activities to be supported and resources to be used in the delivery of support.

(a) "Activities" include any organizations, laboratories, programs, projects, systems, and tasks funded during the course of the contract.

(b) "Resources" include all labor, skills, professions, facilities (except as otherwise provided in the contract), supplies and materials required to deliver high quality and timely support.

3. During the term of the contract, the Contractor shall deliver support in all functional areas identified in Attachment A, Statement of Work, across the full range of effort identified by the Contracting Officer or his/her technical representative, regardless of the magnitude of effort actually required. The Contractor understands and agrees to the following:

(a) Variation in the number or type of specific activities to be supported shall not constitute a change to the contract, and shall not entitle the Contractor to an equitable adjustment.

(b) Variation in the magnitude or mix of resources needed by the Contractor to deliver support shall not constitute a change to the contract, and shall not entitle the Contractor to an equitable adjustment.

4. Substantial expansion of the functional areas of responsibility, as established in Attachment A, Statement of Work, may constitute a change to the scope of the contract; however, the Contractor understands that the Attachment A, Statement of Work, is intended to be construed broadly to achieve objectives in the Sciences and Exploration Directorate.

(End of text)

C.3 TRACKING AND REPORTING REQUIREMENTS

The Contractor shall deliver a baseline cost plan, by identification numbers designated in Attachment B, entitled "SOW Addendum", in accordance with the Financial Management Reporting requirements described in G.1, with the following conditions:

- Planned staffing for the first contract year, by identification number;
- Planned ODC's and indirects for the first contract year, by identification number;
- A total roll up of all identification numbers, by labor category, ODC's, indirects, etc. to be delivered to the Contracting Officer, the COTR, and the Contract Resource Analyst from Code 603.
- Individual identification numbers, which will indicate the total estimated first year cost, are to be separately delivered to the technical representative and financial analyst for that funding source. The Government shall provide the distribution list at the start of the contract, and each subsequent contract year, for each of the Attachment B funding sources. As funding sources are added, the Government shall update the distribution list accordingly.

Financial Management Reporting requirements, throughout the period of performance, shall be at these same levels.

(End of Text)

C.4 NEW AND MODIFIED FUNDING PROCEDURES

As described in C.1, Scope of Work, the Contractor shall assume, at the start of the contract, the services described in Attachment B, SOW Addendum. Variations to the range of services shall be handled as follows:

(a) New Work Activity Plan (WAP) Funding Identification Procedures:

1. The Contractor may be approached to assist an activity(ies) not previously supported but within the scope of the contract.

2. The Contractor will generate a new 7-digit identification number using the following parameters:

- The first 5 alpha numeric characters represent the organization's Code requiring support; e.g., Code 600 would be for 600.0; Code 610.3 would be 610.3; and Code 690 would be 690.0.
- The next 3 digits are a sequential numbering system, 001-999, assigned by the Contractor to the particular organization's work to date (e.g., if this is the 21st separate WAP for Code 610.3, the funding identification number is extended to be "610.3-021"). Once a number has been used once, it will never be used again. If 610.3-021 is used and then the WAP gets terminated, the Contractor will not re-use 610.3-021. Instead, the next WAP for Code 610.3 will be 610.3-022.

3. The Contractor shall then prepare a general description of how it intends to support the work, generate a unique staffing plan for that work, along with the total estimated cost—from the planned start date through the remaining contract year and provide that documentation to the appropriate Resource Analyst (RA) for the funding organization. The Government will, in turn, use its own internal process to ensure that funds are available to support that work. The Government process includes concurrence, not of the contractor's proposed support but, of the associated cost to ensure that sufficient funds are available to support the activity, from:

- The Work Monitor (WM), who is the funding organization's technical representative;
- The Organization's Resource Analyst
- The Organization's Line Management
- Contract Resource Analyst (RA) to verify that adequate funds are available for the work;
- The Contracting Officer's Technical Representative (COTR)
- The Contracting Officer shall notify the Contractor, either verbally or in writing, that work may proceed.

(b) Modified Identification Numbers:

1. Occasionally, an established WAP will need adjustment. Should this occur, the process is the same as described in paragraph (a) above. The Contractor will modify Section 1: General Information, of the WAP, to add a line entitled, "Revision Number". The "Revision Number" line shall designate how many revisions have been made to the original WAP. The Contractor will keep a record of the original WAP and will be able to track the changes that have made per *each* revision.

2. The Contractor shall prepare a general description of how it intends to support the modified work and the effect to the original workload, if any, along with the modified staffing plan(s) and revised estimated cost(s). This documentation should follow the approval process as outlined in step 3 under part (a) above.

(End of text)

SECTION D OF NNG06EB68C
PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

SECTION E OF NNG06EB68C
INSPECTION AND ACCEPTANCE

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

The Contracting Officer or authorized representative will accomplish acceptance at the NASA/Goddard Space Flight Center (GSFC) unless specified elsewhere in the Attachment B, SOW Addendum. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E. 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 3 years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.3 INSPECTION OF SERVICES – COST REIMBURSEMENT (FAR 52.246-5) (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing 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 places and times 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 any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. 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 any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of clause)

SECTION F OF NNG06EB68C
CONTRACT ADMINISTRATION DATA

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

The services specified by this contact shall be performed at the following location(s): Goddard Space Flight Center, Greenbelt, MD 20771. Space will be made available for approximately 300 Contractor provided personnel at this facility. As required, the Contractor may be required to perform services at various sites, such as locations identified throughout Section J, Attachment B, entitled, "SOW Addendum."

(End of clause)

F. 2 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)

Shipments of the items required under this contract shall be to:

Receiving Officer
Building 16W
Code 239
Goddard Space Flight Center
Greenbelt, Maryland 20771

Marked for:

Technical Officer: Jerome Bennett, Code 606
Building 28/Room W230C
Contract No. NNG06EB68C
Item(s) No. TBD

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

F. 3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall

immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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

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

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

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

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

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

(End of clause)

F.4 PERIOD OF PERFORMANCE

The period of performance under this contract shall be for a 5-year period from the effective date of the contract award.

(End of Text)

F.5 F.O.B. DESTINATION (52.247-34) (Nov 1991)

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

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

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

G. 1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (FEB 2004)

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

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment H of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

* Electronic copies only.

Distribution shall be as follows:

*Contracting Officer, Dawn Fountain, Code 210.8
E-Mail: Dawn.M.Fountain@nasa.gov

*Contracting Officer's Technical Representative, Jerome Bennett, Code 606
E-Mail: Jerome.D.Bennett@nasa.gov

*Resources Analyst, Susie Reising, Code 603
E-Mail: Susie.Reising@nasa.gov

Regional Finance Office Cost Team, Code 155
E-Mail: rfocateam@listserv.gsfc.nasa.gov

Administrative Contracting Officer (if delegated)

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

http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D_&page_name=main

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

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

(End of clause)

G. 2 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

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

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

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

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

(End of clause)

G. 3 REPAIR OR REPLACEMENT OF GOVERNMENT PR0PERTY--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.

(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:

Section J, Attachment D, entitled ""Shared" Installation Accountable Government Property

(End of clause)

G.4 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96)(JULY 2004)

(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 paragraph (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)".

NASA FAR Supplement clause 1852.245-77, "List of Installation- Accountable Property and Services".

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

(End of clause)

G.5 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)

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

(End of clause)

G.6 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)

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

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

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

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

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

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

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

Defense Contract Audit Agency
20251 Century Blvd., Suite 230
Germantown, MD 20874

(2) (Reserved)

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

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

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

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

(End of clause)

G.7 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

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

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

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

(End of clause)

G.8 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DEC 1988)

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (NOV 2004)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedural Requirements (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or

(c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.10 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.
(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

G.11 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (NOV 2004)

(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.

(5) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

(6) Ensure that Government property is protected and conserved.

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.

(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)

G.12 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (OCT 2003)

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

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, Property and Reporting Team, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

Goddard Space Flight Center, Property Management Branch, Code 235, Greenbelt, MD 20771--unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost

estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and the actual cost must be adjusted during the reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of clause)

G.13 LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment C of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at the Contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

G.14 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 listed in Section J, Attachment D. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

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

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

(c) Supplies from stores stock.

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

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

(f) Installation service facilities: GSFC Library

(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)

SECTION H OF NNG06EB68C
SPECIAL CONTRACT REQUIREMENTS

H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.208-81)	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
(1852.223-70)	SAFETY AND HEALTH (APR 2002)
(1852.223-75)	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
(1852.242-72)	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II (OCT 2000)

(End of By Reference Section)

H. 2 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

H. 3 RELEASE Of SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

H. 4 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 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)

H. 5 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JAN 2006)

(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 GPR 1600.1.

(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 1152.9, Facilities Coordination Committee
(3) GPR 1600.1, GSFC Security Manual
(4) GPR 1700.1, Occupational Safety Program
(5) GPR 1700.2, Chemical Hygiene Plan
(6) GPR 1800.1, GSFC Smoking Guidelines
(7) GPR 1860.1, Ionizing Radiation Protection
(8) GPR 1860.2, Laser Radiation Protection
(9) GPR 1860.3, Radio Frequency Radiation Safety
(10) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
(11) GPR 2570.1, Radio Frequency Equipment Licensing
(12) GPD 8500.1, Environmental Program Management
(13) GPR 8710.2, Emergency Preparedness Program for Greenbelt
(14) GPD 8715.1, GSFC Safety Policy
(15) GPR 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> 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. 6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

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

(End of clause)

H. 7 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 required by paragraph (b) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Quarterly health and safety report specifying incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, man-hours worked/month, and total employees. Template available at http://safety1st.gsfc.nasa.gov under Contractor Safety.

(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. 8 PHASE-IN PERIOD (GSFC 52.237-96) (OCT 1988)

The Contractor shall assume full contract responsibility for all of the requirements of this contract on May 1, 2006. During the period of March 1, 2006 through April 30, 2006 (60 days) under a fixed price separate contract, the Contractor shall accomplish phase-in and training of Contractor personnel as required for the assumption of full contract responsibility. The Contractor shall not charge the Government nor be reimbursed for costs incurred for phase-in and training during said phase-in period under this contract.

(End of clause)

H.9 EXPORT LICENSES (1852.225-70) (FEB 2000)

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

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

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

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

(End of clause)

H.10 ADDITIONAL CONTRACTOR RESPONSIBILITY

A. Contractor's Point of Contact:

The Contractor shall identify at least one person who will be the Contractor's authorized focal point of contact for technical and administrative performance of all work hereunder. The employee shall, as a minimum, provide the single point of contact between the Contractor and the Contracting Officer's Technical Representative (COTR) designated under the contract.

B. Publication of Technical Papers:

The publication or presentation of technical papers by Contractor personnel, which are based upon work under this Contract, may be permitted subject to prior consultation with the Work Monitor (WM). Consultation is typically limited to a review of authorship and to ensure that the Contractor has complied with H.9, Export Licenses. If a question or concern arises between the WM and the Contractor that cannot be resolved, the Contractor shall provide to the COTR the basis of the question or concern and if required, the Contracting Officer shall make the final determination as to whether all compliance requirements have been met. At anytime the contractor's request to publish or present

technical papers is granted, the Contractor agrees that in no way do the contents reflect an official GSFC position.

(End of Text)

H.11 CONTRACTOR'S SURVEILLANCE PLAN

The Contractor shall comply with the requirements established and set forth in Section J, Attachment F, entitled, "Contractor's Surveillance Plan."

H.12 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (NOV 2004)

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

(1) Computer control of spacecraft, satellites, or aircraft or their payloads;

(2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

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

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III,
Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPR) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPR 1620.1, NASA Security Procedural Requirements.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract

and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

(ii) **IT-2** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

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

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

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

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

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

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

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

(i) Current or recent national security clearances (within last three years);

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

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

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

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

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

(End of clause)

SECTION I OF NNG06EB68C
CONTRACT CLAUSES

I. 1 SECTION I CLAUSES INCORPORATED BY REFERENCE

(52.202-1)	DEFINITIONS (JULY 2004)
(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 (SEPT 2005)
(52.204-4)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(52.204-7)	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
(52.204-9)	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
(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)
(52.215-11)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA –MODIFICATIONS (OCT 1997)
(52.215-13)	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
(52.215-14)	INTEGRITY OF UNIT PRICES (OCT 1997)
(52.215-15)	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
(52.215-18)	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
(52.215-19)	NOTIFICATION OF OWNERSHIP OF CHANGES (OCT 1997)
(52.215-21)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.219-6)	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

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CONTRACT CLAUSES

(52.216-7)	ALLOWABLE COST AND PAYMENT (DEC 2002)
(52.219-8)	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
(52.222-1)	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(52.222-19)	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
(52.222-20)	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (APR 2002)
(52.222-35)	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.222-36)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(52.222-37)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.222-41)	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
(52.223-5)	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(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 (FEB 2006)
(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--ALTERNATE II (JUN 1987)
(52.227-19)	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)
(52.228-7)	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(52.232-17)	INTEREST (JUN 1996)
(52.232-22)	LIMITATION OF FUNDS (APR 1984)
(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)
(52.233-4)	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(52.237-2)	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
(52.237-3)	CONTINUNITY OF SERVICES (JAN 1991)
(52.242-1)	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(52.242-3)	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
(52.242-4)	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(52.242-13)	BANKRUPTCY (JUL 1995)
(52.243-2)	CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)
(52.244-2)	SUBCONTRACTS (AUG 1998)
(52.244-5)	COMPETITION IN SUBCONTRACTING (DEC 1996)
(52.245-1)	PROPERTY RECORDS (APR 1984)
(52.245-5)	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) (DEVIATION) (SEP 1999)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
(52.245-19)	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
(52.246-25)	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(52.247-1)	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
(52.247-63)	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
(52.247-67)	SUBMISSION OF COMMERCIAL TRANPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)
(52.248-1)	VALUE ENGINEERING (FEB 2000)
(52.249-6)	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(52.249-14)	EXCUSABLE DELAYS (APR 1984)
(52.251-1)	GOVERNMENT SUPPLY SOURCES (APR 1984)

(1852.203-70)	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
(1852.215-84)	OMBUDSMAN (OCT 2003) - LARRY WATSON
(1852.216-89)	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
(1852.219-77)	NASA MENTOR-PROTÉGÉ PROGRAM (MAY 1999)
(1852.219-79)	MENTOR REQUIREMENTS AND EVALUATION (MARCH 1999)
(1852.223-74)	DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
(1852.242-78)	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
(1852.243-71)	SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I. 2 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. 3 NOTIFICATION OF EMPLOYEE RIGHTS CONCENRING PAYMENT OF UNION DUES OR FEES (52.222-39) (DEC 2004)

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

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

Notice to Employees

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

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

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

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, D.C. 20570
1-866-667-6572
1-866-316-6572 (TTY)

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

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

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

(e) The requirement to post the employee notice in paragraph (b) does not apply to-
(1) Contractors and subcontractors that employ fewer than 15 persons;
(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at *http://www.olms.dol.gov*; or
(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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

(End of clause)

I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

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

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Administrative Assistant	$16.27
Computer Operator	$22.12
Courier	$14.60
Database Administrator	$32.08
Department Manager	$38.14
Deputy Program Manager	$45.07
Data Technician	$16.27
Sr. Tech Writer/Editor	$38.14
Engineer	$32.08
Group Manager	$45.07
Hardware Technician	$14.60

H/W Test Engineer	$26.76
Instrument Engineer	$32.08
IT Security Analyst	$32.08
Jr. Instrument Engineer	$21.12
Junior Programmer	$21.12
Lead Instrument Engineer	$32.08
Lead Programmer/Analyst	$32.08
Lead Programmer	$32.08
Lead Support Scientist	$38.14
Lead Systems Engineer	$38.14
Lead Technician	$32.08
Outreach Coordinator	$32.08
IT Support	$14.60
Programmer Analyst	$22.12
Program Manager	$38.14
Programmer	$26.76
Sr. Administrative Analyst	$26.76
Sr. Computer Scientist	$38.14
Sr. Database Administrator	$38.14
Sr. Engineer	$38.14
Sr. Graphics Engineer	$32.08
Sr. H/W Technician	$32.08
Sr. IT Coordinator/Analyst	$38.14
Sr. Systems Engineer	$38.14
Sr. Outreach Coordinator	$32.08
Sr. Computer Operator	$26.76
Sr. Programmer	$32.08
Sr. Support Scientist	$32.08
Sr. Data Technician	$26.76
Sr. Web Developer	$38.14
Sr. Systems Administrator	$38.14
Systems Administrator	$26.76
Secretary	$16.27
Sr. Programmer/Analyst	$32.08
Support Scientist	$32.08
Software Test Engineer	$26.76
Systems Engineer	$26.76
TMS Support	$32.08
Technical Writer/Editor	$22.12
Web Developer	$22.12

(End of clause)

I. 5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (52.223-3) (JAN 1997)--ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined by paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material *(If none, insert "None")*	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

I.6 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9)(APR 1984)

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

(a) Withholdings pursuant to any clause relating to wages or hours of employees;
(b) Withholdings not specifically provided for by this contract;
(c) The recovery of overpayments; and

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

(End of Clause)

I.7 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (DEC 2004)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, 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 Contractor shall insert the following clauses in subcontracts for commercial items:
(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts 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 (June 1998) (29 U.S.C. 793).
(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (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 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)

I.8 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.9 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

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

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

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

(End of clause)

I.10 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEPTEMBER 1990)

(a) **Definitions.**

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

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

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

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

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

(End of clause)

I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

I.12 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

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

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

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

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies

covering motor vehicles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

(End of clause)

I.13 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (FEBRUARY 2003)

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

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

(c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause or at the following address:
Center for AeroSpace Information (CASI)
7121 Standard Drive
Hanover, Maryland 21076-1320
Email: help@sti. nasa.gov
Phone: 301-621-0390
FAX: 301-621-0134

(End of clause)

I.14 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

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

(End of clause)

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

The following attachments constitute part of this contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
A	STATEMENT OF WORK	5/1/06	7
B	SOW ADDENDUM	5/1/06	17
C	LIST OF GOVERNMENT FURNISHED PROPERTY	5/1/06	5
D	LIST OF CONTRACTOR "SHARED" INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY	TBD	TBD
E	SAFETY AND HEALTH PLAN	9/7/05	70
F	CONTRACTOR'S SURVEILLANCE PLAN	9/7/05	5
G	IT SECURITY PLAN	Due 30 days ACA	TBD
H	533 REPORTING REQUIREMENT ATTACHMENT	5/1/06	3
I	WAGE DETERMINATION	3/10/05	8
J	FINAL ORGANIZATIONAL CONFLICTS OF INTEREST AVOIDANCE PLAN	Due 30 days ACA	TBD

(End of clause)

ATTACHMENT A
Sciences and Exploration Data Analysis
(SESDA-II)
Statement of Work
NNG06EB68C

1. PURPOSE

The purpose of this contract is to provide the development and use of scientific computer systems, engineering data analysis systems, engineering efforts that develop new technologies for scientific instrumentation, software application development and implementation, and computer system management for Science Exploration research at the GSFC.

2. SCOPE

The services required under this contract support a broad range of science disciplines, including solar and space plasma physics, astrophysics and astronomy, planetary studies, atmospheric science and climatology, oceanography, land processes, geodynamics, and solid earth geographics. Research and information technology services includes scientific data analysis; modeling and simulation of physical processes; development of flight project data systems, including field experiments, development of large-scale data management, archival and delivery systems, systems analysis, and programming; and includes engineering, technology, development and research network engineering. The contractor shall support work in all these areas.

Work carried out under this contract is primarily funded by several key organizations (Sciences and Exploration Directorate, Flight Programs and Projects Directorate, and the Applied Engineering and Technology Directorate) within GSFC. These directorates have pivotal roles in NASA's newly released strategic plan outlining a new approach to space exploration using a "building block" strategy to explore scientifically valuable destinations across our solar system. The GSFC also has other areas of strategic responsibility which support NASA's programs and new areas are being assigned by Headquarters from time to time. Most of the services provided will be in direct support to the Science, Flight Programs, Information Technology and Engineering organizational entities at the GSFC. The areas of strategic responsibility for this contract are defined below by category with expanded definitions.

3. PERFORMANCE REQUIREMENTS

The Contractor shall provide support in the functional areas listed below.

3.1 Scientific Data Processing
3.2 Modeling on Data Analysis
3.3 Information Extraction Support

3.4 Multi-mission Data Archival and Analysis
3.5 Computer System(s) Management
3.6 Mission Feasibility Planning
3.7 Systems Development/Systems Engineering
3.8 Applications Software Development and Use
3.9 Database Creation and Data Archiving
3.10 Production Processing
3.11 Telecommunications
3.12 Ground Support
3.13 User Support
3.14 Engineering Support
3.15 Education Outreach
3.16 Science Utilization Support

Each of these functional areas is described below.

3.1 Scientific Data Processing

The scientific data processing support requires the design of efficient input/output and data packing/unpacking techniques: the application of total instrument calibration results to experiment data: data reformatting operations; handling and correlating satellite and detector housekeeping information required for data analysis; elimination of data overlap and merging of orbit and attitude data with experiment data where necessary; applying the appropriate data reduction to algorithms to process the raw initial data into final physical units; and implementing numerical algorithms.

3.2 Modeling and Data Analysis

The data analysis operations require computer programs encompassing such areas as mathematical modeling of physical theories and associated numerical and scientific analyses, pattern recognition, simulation of physical systems, image data analysis, dynamic interaction with graphical displays, and data correlation studies using statistical techniques. This requires problem analysis, algorithm restructuring and program implementation for integration both of new supercomputing technology and advanced workstations via high-speed networks.

3.3 Information Extraction Support

The information extraction support requirement includes mathematical analysis and computer implementation of techniques to perform such functions as radiative transfer and microwave scattering analysis, image enhancement, noise removal, radiometric corrections, geometric correction, registration, filtering and other transformations, pattern recognition, multivariate classification, and change detection of Earth resources and meteorological image data. Included will be conducting surveys or literature searches, gathering or generating related data, setting up and conducting tests, analysis of test

results, producing reports of the investigation, recommending solutions and development, and implementing techniques to solve particular information extraction problems.

3.4 Multi-mission Data Archival and Analysis

The Contractor shall provide support in astrophysics and other science communities with access to archival data from X-ray and Gamma ray and other flight missions. This will include maintaining and disseminating data from previous and concurrent missions as well as for missions in many disciplines; providing software and data analysis support for these data sets; developing and maintaining tools for combining the data from the various missions and for multi-data set analysis; providing a uniform environment for analyzing and combining the data from the various missions; developing and maintaining catalogs of observations and ancillary information for data holdings relevant to that wavelength band; providing online access to catalogs of results from each mission; deriving a uniform set of data products from each mission; coordinating data, software and media standards with other parts of the Astrophysics Data System, including other multi-mission centers; writing and distributing a regular newsletter; and distributing the level 1 raw data, the derived level 2 data products, catalogs of results, the calibrations, the analysis software, and the documentation.

3.5 Computer System(s) Management

The Contractor shall provide system administration and management that includes items such as installing, updating, and testing new releases of manufacturer-supplied operating systems, commercial software packages, and other software necessary for evolving computer systems. The Contractor shall provide programming support for all phases of system software development. This includes such items as the development, modification and enhancement of operating systems, systems software, data management systems/routines, web servers, mail servers, image display and control functions, various system support routines, special device handlers, configuration management, and diagnostics for special peripherals.

The contractor areas of responsibility shall include but not limited to setup of end-user authorization, accounting system, perform backups (e.g., incremental and full of all critical system/user files and data for a rebuild to the nominal state at any point within a 6-12 month period, depending on facility), routinely monitor for availability of critical updates and/or patches, maintain current/accurate information of configuration for all hardware/software, and computer security monitoring. Configuration information shall be made available to the government at all times. Provide general maintenance functions required of system management performing error analysis, monitoring/tailoring system performance, monitor log files for unusual activities and report to management, consulting, and other activities that are required of system management. Provide responsive and communicative technical support to the end-user. The contractor shall provide as needed support to NASA and/or GSFC-wide initiatives such as vulnerability scanning and remediation. Develop and update IT security plans, contingency plans and

risk assessments as directed. The contractor shall assist the government with the on-going development of IT systems configuration policies and/or enforcement.

The Contractor shall provide the full range of science services required for fully utilizing a spectrum of scientific services on a spectrum of computer systems from small standalone workstations to a networked large-scale supercomputing facility. This includes documentation, problem tracking and resolution, code optimization or conversion, algorithm restructuring, telephone or online assistance, software tailoring to meet user requirements, training, performance analysis of application packages, and other activities that are required to support system activities. When appropriate, coordination with NASA's Outsourcing Desktop Initiative Network (ODIN) contractor or CNE is required.

3.6 Mission Feasibility Planning

Technical inputs for mission planning, including development of activity schedules, resource estimates and management documentation such as mission plans shall be provided. The Contractor shall also provide supporting technical analysis for GSFC mission integration with other organizations including other NASA field centers, science working groups, advisory groups, investigators, and other entities. The Contractor shall identify conflicting needs and propose solutions. The Contractor shall provide supporting technical analysis for the preparation of technical papers, reports, proposals, and newsletters. Technical support also includes the editing function for revising and updating documents, coordinating the physical production and distribution of various mission documents.

The Contractor shall establish and maintain the design, development, and maintenance of mission databases including payload, hardware, experiment, requirements traceability, operational and documentation databases. The Contractor shall organize and coordinate mission feasibility meetings and conferences as well as develop materials such as brochures, videotapes, web sites, and displays, coordinating and participating in events. The Contractor shall support local and national physical sciences education programs including the preparation of classroom materials.

3.7 Systems Development/Systems Engineering

The Contractor shall be required to support all phases of systems development/systems engineering. This includes such areas as requirements definition and analysis; conceptual and detail design; integration; hardware sizing and validation; the development of technical documents including information technology documents for targeted systems; software configuration control; and the development and control of external interfaces including digital communication networks. Such support may include aspects of mechanical, electrical, and digital engineering along with aspects of the computer sciences.

In support of the various scientific research, the Contractor shall provide research, design, integration and enhancement of technical systems consisting of both hardware and/or software, and the integration of the same.

3.8 Applications Software Development and Use

The Contractor shall, in coordination with users, define specific design requirements, identifying and understand applicable hardware and system software capabilities and constraints, documenting the proposed design, coding, testing, documenting and maintaining software packages, implementing software configuration control, and demonstrating and/or training users in program or system operation.

The applications software development will typically be in the areas of image enhancement, noise removal, CAD/CAM, radiometric correction, geometric correction, registration, filtering and other transformations, change detection, multi-spectral classification, statistical and mathematical analysis, and related image and non-image data analysis functions. Maintenance and modification to existing operations applications software shall also be required. This function includes the removal of software errors, changing the code for improved operations, and making additions to provide new capabilities. Applications software development also includes the visualization of science data in multi-media form, which may be suitable for research purposes or the general public.

3.9 Database Creation and Data Archiving

The date archiving, database creation, data warehousing, data mining and display functions of the rapidly evolving data management technologies require the Contractor to provide for computing systems to automatically generate data catalogs, file statistics, provide data quality summaries and retrieval of data and extraction of information and knowledge from the science archives and databases created.

3.10 Production Processing

This function includes the preparation of computer runs for job submission and the use of computer programs for the reduction and evaluation of computational results. The Contractor shall maintain files and records of all data received and of all data processed, to set up and maintain science information libraries across a range of technologies, online work files and production logs. The Contractor shall provide for the creation and operation of graphical displays for interactive processing of data displayed modern visualization equipment and on hard copy devices, and for the operation of other computer-driven equipment used to analyze or reduce data. Display of other scientific and engineering data, data entry, and other operations analysis work shall be required.

3.11 Telecommunications

The Contractor shall plan, develop, implement, and test advanced telecommunications systems, supporting all evolving high performance network/web based science systems. The Contractor shall monitor performance, gather statistics, generate reports, evaluate performance, troubleshoot, analyze and resolve problems in the area of networking systems.

3.12 Ground Support

The real-time ground support systems shall require software for telemetry acquisition and storage, various data displays, experiment monitoring, and instrument commanding. In addition, the Contractor shall be required to provide systems support such as systems generation and local modification to the operational system. This includes science field experiments, nationally and internationally.

3.13 User Support

The Contractor shall schedule classes and seminars, assisting in a user support capacity. The Contractor shall train users in order to familiarize them with applications software packages for image processing and computer graphics. Also included is working with and setting up visiting scientist programs, field campaigns and mission support, outreach activities, science education support and technical support for science conferences.

3.14 Engineering Support

All basic, applied and development facets, including design, development, fabrication and verification of space instrumentation is required. The Contractor shall also provide engineering designs and analyses of an instrument, drafting component sections, development of electronic components, field testing, and the verification of acceptable performance of systems, subsystems, and instrumentation when coupled with the computer support.

3.15 Educational Outreach

The Contractor shall be responsible for the preparation of educational materials via written, electronic, web, and audio-visual vehicles and formats that include publications, posters, instruments, apparatus, items, videos, software, hardware, CD Roms, laser discs, and other technology based mediums.

The sciences educational programs at the Center encompass outreach and partnering; development activities with schools, teachers, and students; support of generation of educational technology; the sponsorship or creation of materials; and activities to improve Earth and Space science literacy in the general public and specific audiences.

Examples of the activities include writing, editing, desktop publishing, design, layout, imagery, animation, communications, publicity, documentation, presentations,

visitations, field trips, and support of meetings, conferences, and collaborative projects from a wide range of educators and interest groups.

3.16 Science Utilization Support

The Contractor shall be required to support in identifying specific technologies, science data and products that will have a benefit for the society. This includes multiple areas such as Homeland Security, Air Quality, Disasters, Agriculture Efficiency, Energy, Coastal Zone management, Water, Public Health, Aviation Safety, Ecological forecasting, and Carbon management. The Contractor shall work with the Goddard science community in identifying, proposing, and developing specific products which will be valuable to the user community or operational agencies such as NOAA, EPA, USDA, and other non Governmental organizations in making critical decisions impacting our society. This will also include international entities such as the United Nations, World Meteorological Organization, and others. The Contractor will work closely with the Office and Science Utilization and coordinate all of their related activities with that office.

Electronic and Information Technology Accessibility Standards

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Below are the applicable Section 508 standards that to the functional areas with emphasis on 3.8, 3.9. 3.13, and 3.15.

Subpart B -- Technical Standards
§1194.21 Software applications and operating systems.
§1194.22 Web-based intranet and internet information and applications.
§1194.23 Telecommunications products.
§1194.24 Video and multimedia products.
§1194.25 Self contained, closed products.
§1194.26 Desktop and portable computers.

Subpart C -- Functional Performance Criteria
§1194.31 Functional performance criteria.

Subpart D -- Information, Documentation, and Support
§1194.41 Information, documentation, and support.

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400-001-1:
Cryogenics Laboratory Support
This activity provides support for research and development in low temperature physics and Astrophysics.

423-003-1:
ESDIS Outreach Support
To provide direct support to ESDIS Science Operations Office(SOO) and NASA's Science Mission Directorate in promoting NASA's contribution toward looking at the Earth as a set of interrelated systems.

To educate a broad range of Earth science data user and potential data user communities about available NASA resources.

To show the value of NASA's Science Mission Directorate, and the Sun-Earth Systems Division by promoting Sun-Earth science literacy.

423-004-1:
Hierarchical Data Format (HDF) Outreach
Facilitate the continued development of a mutually supporting community of HDF-EOS users through web pages, mailing lists and an annual conference.

Maintain expertise in the HDF and HDF-EOS standards and provide Internet resources and direct help to end users with the goal of broadening the community.

423-006-1:
ESDIS Network Prototyping Laboratory Support
Activities conducted under this task include systems administration functions in the lab and maintenance of the database used by the network performance monitoring system.

423-011-1:
Data Usability Tool Development
This task is aimed to develop data and metadata usability tools for the EOSDIS.

423-012-1:
ESDIS Science Processing Support Office
The general objectives of this task are to monitor and assess the performance of the DAACs (including maintaining relevant requirements, communications media, and survey mechanisms) and to support ESDIS personnel and supporting contractors.

423-017-1:
ESDIS UNIX/Security Support
Provide System Maintenance, upgrades and IT Security for the ESDIS Prototypes.

423-021-1:
ECHO and EDG Operations Support
Provide operations support for the EOS ClearingHouse (ECHO) system and system administration to support

operations for the EOS Data Gateway (EDG) system.

443-001-1:
JWST Wave Front Control Testbed
The work consists of maintaining necessary the testbed in a functional state supporting the OTE systems engineering team.

460-001-1:
STP Missions Publications Support
The contractor shall provide support for generation of various publications for STP missions including GEC, MMS, and MagCon.

460-002-1:
Sun Earth Connection Outreach Products Support
The contractor will provide the required services to develop and deliver graphics, CD ROMs and DVD ROMS, and videos to the Sun Earth Connection Program (LWS-Living with a Star and STP-Solar Terrestrial Probe Programs) for various missions.

470-001-1:
Earth Explorers Outreach Products Support
The contractor will provide the required services to develop and deliver graphics, CD ROMs, DVD ROMS and videos to the Earth Explorers program for various missions.

551-001-1:
Optics Branch Resource Analyst Support
This activity supports the Optics Branch in carrying out administrative and logistics tasks.

554-001-1:
Fabry-Perot Instrumentation Support
Provide technical support for the "Fabry-Perot for Measurement of Total Column Carbon Dioxide" instrument.

554-002-1:
Laser Diode Testing and Characterization Support
Support the testing, characterization and reliability assessment of laser diodes.
Support the design and development of prototype laser systems.

588-004-1:
VOLT
The main objective of the Visual Observation Layout Tool (VOLT) project is to provide visual tools to help automate the planning of coordinated observations by multiple astronomical observatories.

588-005-1:
Operations Support
The objective of this task is to provide maintenance and operations support to the Advanced Architectures and Automation Branch (Code 588).

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588-006-1:
Science Goal Monitor
Support the development of the Science Event Alert Communication System (SEACS) for the GSFC Mission Services Evolution Center (GMSEC) system.

588-007-1:
Goddard Mission Services Evolution Center (GMSEC) Support
The objective of this task is to provide task-level communications, tracking and documentation support for the GMSEC program.

588-008-1:
Computing, Information and Communications Technology (CICT) Support
The objective of this task is to design, implement, and enhance the workflow of Internet/Intranet applications that automate time- and event-driven management processes.

588-012-1:
Global Alert Resolution Network (GARNET)
The GARNET task will continue development of a distributed alert system.

588-014-1:
Web Browser Execution and Display of SAVANT Processing
The Science Algorithms Visualization And Networking Tool (SAVANT) is a graphical tool for creating "visual programs" using web services.

591-001-1:
Mission Engineering Systems Analysis (MESA) Support
This work activity will fulfill the requirements for the Alternate-CSO full-time.

591-002-1:
Mission Engineering Systems Analysis (MESA) Logistic Support
Provide operations support for branch systems administration, Alternate-Safety Officer and Facility/Inventory Management functions.

592-001-1:
Advanced Engineering Environment Administration and Support
Provide system administration and administrative support to the Advanced Engineering Environment elements.

592-002-1:
System Administration and Documentation Support
The objectives of this task are to provide Systems maintenance, administration, and documentation support to the Mission Engineering and Systems Analysis Division, Code 590.

597-001-1:
Propulsion Support for SDO (Solar Dynamics Observatory)

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This activity supports the Solar Dynamics Observatory (SDO) flight hardware development of the propulsion subsystem.

603-001-1:
NASA Academy Support
Coordinate academy and alumni activities, promote the NASA Academy program, and bolster participation of the members of the NASA Academy Alumni Association (NAAA).

612-001-1:
CCMC Systems and Network Support
Provide network administration; system administration support for peripheral, desktop and Beowulf clusters system; ensures adherence to Agency and Center security standards for the Community Coordinated Modeling Center (CCMC).

630-001-1:
Advanced RPI Data Analysis
The contractor shall provide orbit analysis, web updating, data analysis, and algorithm and software development support for the IMAGE project. Deliverables include software, documentation, presentations, and published science and technical papers (as lead or co-author). Software undergoes design, prototype, and revision phases.

660-003-1:
XTE Guest Observer Facility Support
Provide software, data handling, and other support as requested to the RXTE Guest Observer Facility.

660-004-1:
LHEA Technical Support
The Contractor shall be responsible for the systems management of the LHEA computing environment including hardware and software for computers and networks.

660-007-1:
Astro-E2 Processing
This task covers data handling for scientific instruments aboard the Astro-E2 spacecraft.

661-001-1:
InFOCuS Technical Support
This activity provides technical support for the International Focusing Optics Collaboration for uCrab Sensitivity (InFOCuS) Project.

661-002-1:
GLAST LAT Modeling
Perform advanced technology development for the GLAST spacecraft, including numerical simulations and the development of such software and graphics as are required to accomplish this.

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661-004-1:
Support for Astrophysics Publications and Presentations
The contract will provide writing and editing support, and other assistance with document production to the CGRO Project Scientist

661-005-1:
GLAST Science Support Center
The Contractor shall provide support for the development of the GLAST Science Support Center, including requirements analyses and software development for a variety of tasks related to GLAST operations.

661-010-1:
Swift-BAT S/W Development
This activity provides technical support for the SWIFT Mission and in particular, the Burst Alert Telescope (BAT).

662-002-1:
Swift Science Center Support
Support the Swift Science Center (SSC) with user software, website maintenance, and the Guest Investigator Program.

662-005-1:
Constellation-X Web Support
Assist with developing and maintaining the Constellation-X Web site, perform other duties to support Cox-X team meetings, and perform basic science support for mission planning.

663-001-1:
Code 660 Technical Support
This activity provides support for the design, construction, analysis, and troubleshooting of electrical/electronic systems.

664-001-1:
HEASARC Software Support
This work activity supports development and maintenance of HEASARC software designed for analyzing and transporting data from high energy astrophysics space missions. It also supports HEASARC representation at relevant conferences and meetings.

664-002-1:
Mission Specific Software Support
This work activity consists of development, testing, maintenance and support for mission-specific HEASARC data analysis software.

664-004-1:
XTE SOC S/W
This work activity supports operations and planning activities at the SOF level, and also includes coordination of efforts between the other SOC elements.

664-008-1:
Database and Web Support
This work activity provides support for HEASARC services and data archive,

and maintenance and development of the HEASARC database system.

682-001-1:
SDAC Visiting Scientist Support
Provide logistical support and assistance with travel expenses to scientists who travel to GSFC or other locations on business related to Solar Data Analysis Center (SDAC).

682-002-1:
SOHO EIT/LASCO & TRACE Support
This activity supports the Extreme Ultraviolet Imaging Telescope (EIT) and the Large Angle Spectrometric Coronagraph (LASCO) instruments aboard the Solar and Heliospheric Observatory (SOHO), as well as the TRACE/SMEX instrument.

682-003-1:
Solar Data Analysis Center
This activity supports the Solar Data Analysis Center (SDAC) in the archival and distribution of data from past, present, and future space solar physics missions.

682-004-1:
SOHO Science Operations and Logistics
This activity supports SOHO operations by coordinating science observations, monitoring data flow, scheduling interactive spacecraft activities, and providing logistics and other support.

682-006-1:
SOHO CDS/SUMER Support
This activity supports the Coronal Diagnostic Spectrometer (CDS) and the Solar Ultraviolet Measurements of Emitted Radiation (SUMER) instruments on the Solar and Heliospheric Observatory (SOHO).

682-007-1:
STEREO Science Center & COR1 Support
This activity supports the Solar Terrestrial Relations Observatory (STEREO) Science Center and the inner coronagraph (COR1) for the STEREO Sun Earth Connection Coronal and Heliospheric Investigation (SECCHI) instrument.

682-008-1:
Living With a Star Program & SDO Support
This activity supports the Living With A Star (LWS) Program and associated activities within the Sun Earth Connection (SEC) science theme.

682-009-1:
STEREO/COR1 Support
Support development of STEREO Coronagraph (COR1).

685-001-1:
Code 685 IR Spectrometer Support
Provide support for the Micro-shutter flight development program for European Space Agency's (ESA) Near Infrared Spectrometer (NIRSpec)

instrument to be flown on the James Webb Space Telescope (JWST).

690-001-1:
Rocket-Flight Data Support
The contractor will provide support for analysis of data from NASA rocket and suborbital investigations.

690-004-1:
LEP Property Database Support
Will provide tracking of all equipment assigned to personnel in codes 690.0 through 696.0.

690-005-1:
LEP Systems and Network Support
Provides network administration, and peripheral and desktop system administration support and ensures adherence to Agency and Center security standards for the Laboratory for Extraterrestrial Physics.

690-006-1:
GSFC Astrobiology Center Education and Public Outreach
Perform EPO activities to bring astrobiology to middle and high school as will as college students and teachers, and the general public.

692-001-1:
Cassini/CAPS Software Engineering Support
Provide software and system management support for the Cassini CAPS Investigation.

692-002-1:
Magnetometer Data Processing
Provide software, data, and systems administration support for magnetometer experiments.

693-004-1:
Mars Global Surveyor Thermal Emission Spectrometer Support
This task provides support for the Arizona State University (ASU) MGS/TES instrument for the extended mission.

693-006-1:
Planetary Atmospheres Modeling
Provide support for developing radiative transfer models for planetary atmospheres.

693-007-1:
Cassini CIRS
Support the Cassini Science Team with planning, analysis, and data handling activities for the Composite Infrared Spectrometer (CIRS).

693-008-1:
Mars Radiative Transfer Studies
This work activity will support the development of a radiative transfer program to compute the observed radiance from Mars.

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695-001-1:
Ulysses URAP Support
This activity provides computer support and data handling for the Unified Radio and Plasma Wave (URAP) instrument on the Ulysses spacecraft.

695-003-1:
Geotail Data Support
This WAP provides database maintenance and technical support for the GEOTAIL satellite.

695-004-1:
Planetary Missions Support
Provide scientific, computer, and administrative support to the Planetary Magnetospheres Branch of the LEP.

695-007-1:
Stereo Waves Support
Provide programming support, including requirements analysis, design, implementation, test, and maintenance for software to support the development and eventual deployment of the Stereo/WAVES experiment on board the STEREO mission.

696-001-1:
Electric Fields Instrument Support
This activity provides support for Code 696 electronics utilized on sounding rockets and spacecraft.

696-002-1:
Electric Fields Science Support
This task supports the handling of data bearing on electric fields in the Earth's upper atmosphere.

696-005-1:
Heliospheric Studies
Provide data analysis support for studies of heliospheric structures using data from the IMP-8 and WIND spacecraft.

696-007-1:
Polar Operations
Provide support to the Polar spacecraft the Polar Science Data Processing System.

696-008-1:
Cluster and Messenger Data Processing Support
This activity supports the development, maintenance, and execution of data processing and scientific graphics software used in the study of observations from the Cluster and Messenger spacecraft and related phenomena.

This activity also supports these studies by aiding in the production of materials for publication and presentations.

900-002-1:
EOS Project Science Office Support
This Activity provides logistical and scientific support for the Earth Observing System (EOS) Project Science Office.

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900-003-1:
MODIS Atmospheres Product Support
Provide support for the maintenance of MODIS Joint Atmospheres product (MOD08) software and web sites related to Code 900 activities.

900-009-1:
Special NASA HQ Requests Activities
Support activities associated with all aspects of special NASA HQ presentations and other requests.

900-010-1:
Earth System Science Education Activities
Provide support to Goddard's Earth Sciences Directorate Office education activities.

900-012-1:
Earth Science Enterprise Story Development Team
The NASA Earth Science News & Information Team has responsibility for promoting newsworthy EOS and other NASA-funded Earth science research through the news media.

900-014-1:
NASA HQ Graphics Support
Provide design, development, and reproduction services for NASA's Earth Science Enterprise (ESE) public outreach (Code Y/YO) materials.
Produce posters, brochures, and other materials to advance the mission of the Earth Science Enterprise.

900-015-1:
MODIS Snow/Sea Ice Project Support
Support handling of data from spaceborne sensors with emphasis on the EOS MODIS instrument, principally in the area of snow and sea ice applications.

900-016-1:
Animated Earth Project
Promote Earth System Science discoveries in a visually appealing, dynamic, frequently updateable, and affordable way for public display in museums or other informal education venues.

900-017-1:
MODIS Surface Albedo and Atmospheric Correction Analysis
Develop, maintain, and support the MODIS cloud retrieval code used in processing MODIS data from the Terra and Aqua spacecraft. Support visualization tools and ancillary packages to enhance the physical retrieval of cloud optical properties.

900-018-1:
HQ NASA SMD Conference Support
Provide conference support for NASA Headquarters' Science Mission Directorate.

902-001-1:
GES DAAC Science Data Support

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Provide science support for data products produced and/or archived at the Goddard Earth Sciences Distributed Active Archive Center (GES DAAC), external data producers, and research and other users of GES DAAC data.

902-002-1:
GES DAAC Operations Support
Provide operations support for the Earth Science data handling at the Goddard Earth Sciences (GES) Distributed Active Archive Center (DAAC).

902-003-1:
Global Change Master Directory
Provide dataset and related Earth Science services metadata and make available to scientists, students, educators, and policy makers through an online search and retrieval system.

902-004-1:
International and Interagency Support Task
Support the Committee on Earth Observation (CEOS) International Directory Network (IDN) and Federal interagency climate change activities.

902-005-1:
GES DAAC Systems & S/W Engineering
The contractor will provide systems engineering, systems and database administration, and related support for the GES DAAC operational systems.

902-006-1:
GES DAAC EOS Mission Science Support
Provide EOS Mission Support for the Earth Science missions, data sets, and data products supported by the GSFC Earth Sciences (GES) Distributed Active Archive Center (DAAC).

902-010-1:
WHOM Development
The contractor will provide support for the Web Hierarchical Ordering Mechanism (WHOM), which provides information on data holdings of the GSFC DAAC.

902-011-1:
Application of Bayesian Classification to Data Management
The contractor will support a Mission Focus technology infusion project applying Bayesian classification to Data Management.

902-012-1:
GES DAAC Personal Computer Support
Provide hardware, software, and data backup/restore support and for the DAAC Personal Computers and small desktop systems.

902-013-1:
GES DAAC Web Development
The contractor will provide support for the GES DISC website development and maintenance.

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902-014-1:
GES DAAC Security Support
Provide systems security support for the development, testing, and operational systems at the GES DAAC.

902-015-1:
Environment and Health
The contractor will provide programming and analysis support in using remotely sensed data for public health related research and development.

902-016-1:
Agriculture REASoN CAN Support
Provide SEEDS (Strategic Evolution of ESE Data Systems)-related, operational solutions to USDA Foreign Agricultural Service (FAS) and UN World Food Program (WFP).

902-017-1:
SEEDS Website Maintenance
The contractor will provide support for the Earth Science Data System Working Group's website, formerly known as the Strategic Evolution of ESE Data Systems (SEEDS), and for the Research, Education, and Applications Solutions Network (REASoN) website.

This activity will maintain and enhance the information pages that describe the on-going work in support of overcoming the Earth Science Enterprise data system challenges.

902-018-1:
Oceans REASoN CAN Support
For the overall project, including the DAAC component:

Develop and maintain a seamless ocean color time series from 1978 to 2008 and develop a single ocean color access portal.

902-019-1:
Giovanni
Continue development, enhancement, maintenance and deployment of Giovanni (GES-DISC Interactive Online Visualization and Analysis Infrastructure) to provide and support user interfaces and tools which enable interactive science data analysis of multi-mission data.

902-020-1:
Atmospheric Composition Data and Information Services Center Development
Develop a web-based Data and Information Services Center to serve the needs of the atmospheric composition scientific community.

902-021-1:
S4PM - ViP
Continue the design, implementation, integration, test and deployment of Simple, Scalable, Script-based Science Processor for Missions - Virtual Processing (S4PM-ViP), a distributed virtual product system for on-demand

processing from Level 0 data, and for product generation and distribution.

910-002-1:
OMI Cloud Support
This work activity supports US OMI Science Team member Dr. Joanna Joiner in the development and implementation of operational algorithms for the determination of cloud height from the OMI instrument.

915-001-1:
Mass Spectrometer Instrument Development Support
SSAI shall provide support to build mass spectrometers and related instruments, and post-launch support for mass spectrometer missions.

915-002-1:
Software Development for INMS, GCMS, NMS and NGIMS
The contractor shall provide software development/maintenance support for spaceflight and ground support software for flight mass spectrometers including the Cassini Ion and Neutral Mass Spectrometer (INMS), the Cassini Huygens Probe Gas Chromatograph Mass Spectrometer(GCMS), the Nozomi Neutral Mass Spectrometer (NMS), the CONTOUR Neutral Gas and Ion Mass Spectrometer (NGIMS).

916-001-1:
Solar Backscatter Ultraviolet (SBUV)
This task will provide algorithm development, calibration analysis, and software support to the SBUV instruments flying on NASA and NOAA satellites.

916-003-1:
OMI Software and Science Support Team
This task supports U.S. Government scientists in preparing and implementing algorithms for remote sensing instrument data processing.

916-005-1:
TOMS Software and buv Processing Support
This work activity supports processing of ozone and other buv-derived data products for the TOMS and the SBUV series of instruments.

916-007-1:
Aura E&PO
The goal of the program is to educate students and the public and to inform industry and policy makers about how the Aura mission will lead to a better understanding of the global environment.

916-009-1:
SVIP Support
This work activity provides engineering support to remote sensing instrument development.

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916-010-1:
NPP Support
This work activity provides modeling and data analysis support and the development and use of software in preparation for sensors that will be flown on the NPOESS Preparatory Project (NPP) satellite.

916-011-1:
AVDC Support
This Work Activity (WA) supports the development and maintenance of the Aura Validation Data Center (AVDC).

916-013-1:
UV Surface Radiation Support
This work activity supports modeling and analysis of the ultraviolet (UV) radiation fields near surface structures.

920-001-1:
Technical Support for Remote Sensing Modeling, Data Analysis and Field Work
Provide technical and programming support for remote sensing modeling and data analysis research.

920-002-1:
Logistical Support for Remote Sensing Modeling, Data Analysis and Field Work
Provide logistical support and assistance with travel expenses to scientists/ technologists who travel to GSFC or other locations on business related to Code 920 Remote Sensing Modeling, Data Analysis and Field Work.

922-001-1:
OMI SIPS Development and Operations
This work activity supports the development, operations, and other support for general data processing of remotely sensed data.

922-002-1:
Prototype End-User Data Systems
Provide systems engineering and algorithm/software development to support the design, implementation, verification, and maintenance of new "light-weight" end user data systems for value-added processing and distribution of measurements obtained from EOS missions.

922-004-1:
Value Added Products from Vegetation and Precipitation Time-Series Data Sets in Support of Invasive
Support the better use of EOS satellite data and meteorological data within the Invasive Species Forecasting System.

922-005-1:
MODIS Land Validation Logistical Support
Provide logistical support and assistance with travel arrangements and expenses for scientists.

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923-006-1:
MODLAND Validation Support
The MODLAND validation support staff will help organize and coordinate activities to validate MODLAND data products.

923-007-1:
LBA-Ecology Support
This work activity provides primarily for Brazil in-country field experiment implementation assistance to the Large-Scale Biosphere-Atmosphere study in Amazonia and the LBA-Ecology Project Office.

923-008-1:
LBA-Ecology Project Office Support
The contractor shall provide LBA-Ecology Project Office support including administration, outreach, infrastructure and logistics support.

923-009-1:
GIMMS Support
Support the science data production and analysis activities of the Global Inventory Monitoring and Modeling Studies (GIMMS) group.

923-013-1:
Support for the ESSP Project Science Office
This Work Activity supports research carried out for two ESE sponsored research projects and programmatic support for the Earth System Science Pathfinder (ESSP) Project Scientist.

923-014-1:
LBA Ecology - Land Cover #23
Provide logistical support and assistance with travel arrangements and expenses to scientists/technologists who travel to/from GSFC area in support of LBA Ecology "Land Cover #23" project activities.

930-001-1:
Scientific Visualization Studio Support
The objective of this task is to develop visualization systems, tools, and visual source materials in support of NASA's science research and outreach efforts.

930-005-1:
ESDCD Visiting Scientist/Technologist Support
Provide logistical support and assistance with travel expenses (airfare, per diem, car rental costs, miscellaneous expenses) to scientists/technologists who travel to GSFC or other locations on business related to the Earth and Space Data Computing Division.

930-006-1:
Logistics Support for Invasive Species Studies
Provide logistical support and assistance with travel expenses to scientists/ technologists who travel to GSFC or other locations on business related to the Invasive Species Forecasting System and bioinformatics research.

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930-007-1:
Technical Support for Invasive Species Studies
Support the NASA GSFC biotic prediction project by providing systems engineering and programming support for the Invasive Species Forecasting System and bioinformatics research.

930-008-1:
High Performance Computing Visualization Support
This task is concerned with support for the cutting-edge visualization requirements of the users of the high-performance computing facilities and services of the Earth and Space Data Computing Division.

933-001-1:
Outreach and Technical Resource
Develop and maintain the web site to present Earth and Space Data Computing Division (ESDCD) capabilities and projects. Provide content for the web site and support for publications and reports.

934-001-1:
CT Outreach Support
This work activity documents and reports the scientific and technical accomplishments of the Earth Science Technology Office's Computational Technologies (CT) Project.

934-002-1:
TRL Systems Support
Provide web site and Internet broadcasting support.

935-001-1:
Voyager Software and Data Analysis
This work activity provides support for the handling of cosmic ray data from the Voyager CRS and IMP-8 GME.

935-002-1:
ESE Hyperspectral Applications System Studies
The purpose of this work activity is to investigate the use of aircraft based hyper-spectral measurements to support local and regional Earth Science Enterprise (ESE) application initiatives.

935-003-1:
Direct Readout Data Systems Design and Development
Provide software support for the NPP In-Situ Ground System (NISGS)

971-001-1:
Sea Ice and Climate Studies
Provide programming expertise to address the requirements of the Sea Ice/Climate Studies task.

971-002-1:
Polar Air-Sea-Ice Processes
Support the development and validation of sea ice algorithms for satellite based microwave data.

ATTACHMENT B
Sciences and Exploration Data Analysis
SESDA-II/SOW Addendum
NNG06EB68C

971-003-1:
Remote Sensing Studies of Sea Ice
Provide programming and analysis support to meet objectives for several Earth Science Enterprise projects.

The major objective is to validate the AQUA-AMSR sea ice products and to use these results to ascertain any trends and anomalies in the polar sea ice processes.

971-004-1:
Physical Oceanography Model Support
This activity provides support to run oceanographic models.

971-005-1:
MODIS Snow Project Support
Support the development of snow and sea ice products for the EOS Moderate Resolution Imaging Spectroradiometer (MODIS).

974-002-1:
Coupled Land-Atmosphere System Studies
Perform scientific analysis to improve the understanding and prediction of mesoscale land-surface energy and moisture fluxes.

974-004-1:
Multifrequency Radar System Field Experiment Support
Provide specialized technical support during the design, modification, fabrication, and testing of a new truck-based combined radar-radiometer instrument system.

974-005-1:
Hydrologic Modeling Project Support
The objective of this work is to further develop and apply the GSFC Code 974 hydrologic model.

974-007-1:
NASA Products for Water Management Applications
Primary objective is to test NASA products in selected federal agency decision support tools for the purpose of improving results.

974-008-1:
Microwave Soil Moisture Assessment and Data Processing
This Work Activity supports scientists in the Hydrological Sciences Branch of the Laboratory for Hydrospheric Processes for microwave data processing and model assessment.

975-001-1:
STAR Radiometers and Remote Sensing Research
Reduction and analysis of ESTAR and 2D-STAR data in support of remote sensing research objectives.

975-002-1:
Radar Design and Data Analysis
The contractor will evaluate methods for using a spaceborne radar to measure rain intensities.

ATTACHMENT B
Sciences and Exploration Data Analysis
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975-003-1:
AMSR-E Sea Ice and Snow on Sea Ice Support
Support EOS Aqua AMSR-E sea ice product validation and modification efforts, as well as contribute to the utilization of passive microwave sea ice and snow data sets for studies of polar region processes.

Attachment C

List of Government Furnished Property

Item	Date Received	Method of Receipt	NASA NO.	Description	NAME	SERIAL	VALUE	Shared	Comments
1	12/1/2000		CAP	VA Linux	VA Linux Pentium III	SX0823000791	$ 7,009.46		
2	12/1/2000		CAP	VA Linux	VA Linux Pentium III	SX0823000761	$ 7,009.46		
3	12/1/2000		CAP	Seagate	SEAGATE 50.1GB EXTERNAL	00055L6290	$ 1,002.00		
4	12/1/2000		CAP	HP	HP SURESTORE DAT40	GB30035716	$ 1,237.00		
5			1645322	VA Linux	VA Linux Computer Model 2240	SX0220014813	$ 12,132.00		
6			1645324	VA Linux	VA Linux Computer Model 2240	SX0220014811	$ 12,132.00		
7			2111487	Erix	Erix SCSI Drive VXA-le	S22C-0700073	$ 1,149.00		
8	12/1/2000		CAP	VA Linux	VA Linux Pentium III	SX0823000792	$ 7,009.46		
9	12/1/2000		CAP	VA Linux	VA Linux Pentium III	SX0023000786	$ 7,009.46		
10	12/1/2000		CAP	VA Linux	VA Linux 22" Monitor	0414819ZA	$ -		
11	4/10/2004	20-4 245791	3036240	Dell	Precision 650N workstation	2w4D941	$ 5,081.00		
12	4/10/2004	20-4 245791	3036241		Precision 650N workstation	6w4D941	$ 5,081.00		
13	4/10/2004	20-4 245791	3036242		Precision 650N workstation	4w4D941	$ 5,081.00		
14	4/10/2004	20-4 245791	3036243		20" Flat Panel Monitor	CN-0C0646-46633-3CR-19CL	$ 899.00		
15	4/10/2004	20-4 245791	3036244		20" Flat Panel Monitor		$ 899.00		
16	4/10/2004	20-4 245791	3036245		20" Flat Panel Monitor		$ 899.00		
17	4/10/2004	20-4 245791	3036246		20" Flat Panel Monitor		$ 899.00		
18	4/10/2004	20-4 245791	3036247		20" Flat Panel Monitor		$ 899.00		
19	4/10/2004	20-4 245791	3036248		20" Flat Panel Monitor		$ 899.00		
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21	8/13/2004	20-4 166895	2163710		Dell 20" Flat Panel Monitor	CN-0C0646-46633-45E-10TL	$ 871.00		
22	8/13/2004	20-4 166895	2163711		Dell 20" Flat Panel Monitor	CN-0C0646-46633-45E-1E7L	$ 871.00		
23	8/13/2004	20-4 166895	2163712		Dell 20" Flat Panel Monitor	CN-0C0646-46633-45E-172L	$ 871.00		
24	8/13/2004	20-4 166895	2163713		Dell 20" Flat Panel Monitor	CN-0C0646-46633-45E-16ML	$ 871.00		
25	8/13/2004	20-4 166895	2163714		Dell 20" Flat Panel Monitor	CN-0C0646-46633-45E-16ML	$ 871.00		
26	4/22/2004	SSAI000061		Server	RAID. SERVER	6604773	$ 4,666.95	Y	Shared with GSFC and USGS staff
27	12/1/2000		1950289	ZZYZX	ZZYZX 25GB Drive	980716318532	$ 1,800.00		
28	12/1/2000		1818058	Ci Design	Ci Design 9GB Disc Drive	415761	$ 1,800.00		
29	12/1/2000		2039332	SGI	SGI External SCSI Drive	015B306302	$ 548.55		
30	12/1/2000		2039425	SGI	SGI 21" Monitor	2408514	$ 1,000.00		
31	12/1/2000		2039331	SGI	SGI 300 MHZ Computer System	080069134F15	$ 15,484.50		
32	12/1/2000		1751940	ZZYZX	ZZYZX 9GB Drive	9620169115	$ 1,000.00		
33			1815103	Vangard	Vangard Exabyte Tape Drive	6737000	$ 1,000.00		
34			2108738	Anacapa	Anacapa 73GB HD	16331108	$ 1,220.00		
35	4/1/2003	20-4 207436	3014334	Anacapa	2 Bay HD encl. W/ 2 146GB drvs	9041632	$ 2,060.00		
36	5/21/2002	20-4 230073	1482064		Computer-Dunn	105441900100002	$ 2,131.00		
37	5/21/2002	20-4 230070	2109247	MAC	G4, MS183	XB11312PKLI	$ 3,195.00		
38	5/21/2002	20-4 230070	1954608	Dell	CPU MMP	GXQ3X	$ 6,249.00		
39	5/21/2002	20-4 230070	1954609	Dell	Monitor D1626HT	7055118	$ 909.00		
40	5/21/2002	20-4 230070	2033173	Dell	Laptop PPI	009795D-12961	$ 4,670.00		
41	5/21/2002	20-4 230073	1481979		Computer-Dunn	105441900100001	$ 2,131.00		
42	8/23/2002	20-4 230077	1951334	Sun	Ultra 5 CPU (workstation)	HW82506983	$ 3,188.00		
43	12/1/2000		1333825	HP	Printer	JPBF0454585	$ 2,029.00		
44	10/28/2004	166440	3014735	Ashton	Digital Laptop Ashton	GAZT30406239	$ 1,400.00		
45	10/28/2004	230468	1645391	Apple	Apple PowerBook G4 laptop Com	W8431005QWS	$ 2,700.00	Y	Shared with GSFC, JPL and Ball staff
46	11/24/2004	272609		IBM	IBM Laptop M/N99D8571	T41	$ 2,495.00		
47	1/25/2005	253917	3013118	Dell	Dell Laptop Model PP01L	HLHG821	$ 1,859.00		
48	2/23/2005	6820012	1637544	Apple	Laptop iBook	UV234030LQ6	$ 2,000.00		
49	2/23/2005	6820013	3014486	Apple	Apple A1010	UV31206QNP4	$ 2,084.00		
50	2/23/2005	6820014	3034173		Mac Laptop Powerbook G4	UV33016NPOB	$ 1,689.73		
51	2/23/2005	6820015	3067190	Apple	Apple IMAC G5	W84451GPPNX	$ 1,400.00		
52	2/23/2005	6820016	2164084F	Toshiba	Toshiba Laptop	33028358PU	$ 2,400.00		
53	2/22/2005	6820017	1637736	Apple	Apple Powerbook Laotop	QT25102JN4K	$ 2,000.00		
54	3/8/2005	268769	1645212	Fujitsu	Fujitsu Laptop Computer Model CP145514	RZZ06780	$ 1,919.00		

55	3/8/2005	166156	3036285	Dell	Dell Laptop D600	1GMP941	$ 2,200.00		
56	3/8/2005	166157	3014599	Apple	G4 Titanium Powerbook	QT3060UKN4L	$ 2,498.00		
57	3/22/2005	218431	2038653	Dell	Dell Inspiron 7500 Laprtop	Y5LCN	$ 4,500.00		
58	3/15/2005	166155	2032528	Apple	Apple G3 Powerbook	QT948182EXW	$ 2,495.00		
59	4/19/2005	259666	3067996	Apple	Apple G4 Power Book	N73490ANRX	$ 2,451.00		
60	4/28/2004		CAP	Apple	Apple Laptop Powerbook, 1.33 GHz	W84170Z8QRU	$ 4,146.45		
61	6/24/2002	207101	1645278		Disk Drive Unit 250	7BEL39NAOC	$ 174.00		
62	6/24/2002	207101	2107888		CD Writer	63JN903707	$ 269.00		
63	6/24/2002	207101	2108548	Lacie, Ltc.	Disk Drive Unit	11041649	$ 328.00		
64	6/24/2002	233474	2113999	Hewlett-Packard	Office Jet G95 All-in-One Fax, Printer and Copier, Model IIP C6740A	SGG21E2C5K	$ 799.00	Y	Shared with U. Tenn staff
65	11/7/2002	20-4	2103644	Sun Blade	Micro computer model 900	222C6DDB	$ 10,341.00	Y	Shared with GSFC staff
66	11/7/2002	20-4	2103645	Sun Blade	Monitor Model GDM5510	807194	$ 908.00	Y	Shared with GSFC staff
67	12/4/2003	20-4	3012595	Overland	Tape Drive	2324426841	$ 3,685.00	Y	Shared with GSFC staff
68	6/17/2004	20-4	1822328	Sun	DLT Drive	733G4114	$ 4,554.00	Y	Shared with GSFC staff
69	6/17/2004	20-4	2043341	Marathon	18GB HD	85337466	$ 750.00	Y	Shared with GSFC staff
70	6/17/2004	20-4	1637556	Toshiba	Laptop, Model 6100	82105951P	$ 2,282.00		
71			2032377	Ultra SCSI	Disk Drive			Y	Shared with GSFC staff
72	6/17/2004	20-4	2042807	Dell	Latitude Laptop and Case	97UDZ	$ 2,913.00	Y	Shared with GSFC staff
73	9/5/2002	20-4	3010227	Apple	Powerbook G4 Titanium	QT2263QPLP5	$ 2,879.00		
74	9/5/2002	20-4	3039936	Toshiba	Protege 4010	42046695PU	$ 2,100.00		
75	6/17/2004	20-4	1664911	Canon	Digital Camera, model PC1015	182002893	$ 842.00	Y	Shared with GSFC staff
76			3996	UPS	Battery			Y	Shared with GSFC staff
77	6/17/2004	20-4	2040776	Sony	Laptop, model PCG-2505HS	283055303113023	$ 2,878.00		
78	9/5/2002	20-4	3036339	Samsung	Monitor, model GV17NSSS	GV17HCHWC00079T	$ 570.00	Y	Shared with GSFC staff
79					GCMD Exhibit booth			Y	Shared with GSFC staff

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33			2108738	Anacapa	Anacapa 73GB HD	16331108	$ 1,220.00
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38	5/21/2002	20-4 230070	1954609	Dell	Monitor D1626HT	7055118	$ 909.00
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7	6/17/2004	20-4	1822328	Sun	DLT Drive	733G4114	$ 4,554.00	Y	Shared with GSFC staff
8	6/17/2004	20-4	2043341	Marathon	18GB HD	85337466	$ 750.00	Y	Shared with GSFC staff
9			2032377	Ultra SCSI	Disk Drive			Y	Shared with GSFC staff
10	6/17/2004	20-4	2042807	Dell	Latitude Laptop and Case	97UDZ	$ 2,913.00	Y	Shared with GSFC staff
11	6/17/2004	20-4	1664911	Canon	Digital Camera, model PC1015	182002893	$ 842.00	Y	Shared with GSFC staff
12			3996	UPS	Battery			Y	Shared with GSFC staff
13	9/5/2002	20-4	3036339	Samsung	Monitor, model GV17NSSS	GV17HCHWC00079T	$ 570.00	Y	Shared with GSFC staff
14					GCMD Exhibit booth			Y	Shared with GSFC staff

ATTACHMENT E

SAFETY AND HEALTH PLAN

D.0 SAFETY AND HEALTH PLAN (SUBFACTOR D)

TEAM ADNET SAFETY AND HEALTH PLAN

NASA GSFC Sciences and Exploration Data Analysis II (SESDA II)

NNG05101107R BOT No. 03-048

Volume II—Mission Suitability

SEPTEMBER 7, 2005

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ADNET Safety and Health Plan

NASA GSFC Sciences and Exploration Data Analysis II (SESDA II)

June 30, 2006

Contract Number: NNG06EB68C

ADNET Safety and Health Plan

NASA GSFC Sciences and Exploration Data Analysis II (SESDA II)

Submitted By:

Paul Shehadi 6/30/06

Paul Shehadi Date

Performance Improvement Manager, SESDA II

Approved By:

Dr. Richard Isaacman Date

Program Manager, SESDA II

Approved By:

6/30/06

Ashok Jha Date

President and CEO, ADNET Systems, Inc.

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LIST OF ACRONYMS

#	Number
&	And
24x7	24 hours a day, 7 days a week
911	Emergency Telephone Number
ADNET	ADNET Systems, Inc.
AED	Automated External Defibrillator
ANSI	American National Standards Institute
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CIL	Critical Items List
Cl	Critically
CO	Contracting Officer
COTR	Contracting Officer Technical Representative
CPR	Cardiopulmonary Resuscitation
DAFW	Days Away From Work
DC	District of Columbia
Dept.	Department
Det	Detection
DOT	Dept. of Transportation
e.g.	Exempli Gratia (for example)
EAP	Emergency Action Plan
e-mails	electronic Mail
EPA	Environmental Protection Agency
ERDRP	SESDA II Emergency Response and Disaster Recovery Plan
Etc.	Et cetera (and the rest)
FAX	Facsimile
FMEA	Failure Mode and Effects Analysis
FOM	Facility Operations Manager
GPG	Goddard Procedures Guidebook
GPR	Goddard Policy and Regulation
GSFC	Goddard Space Flight Center
HIPAA	Health Insurance Portability and Accountability Act of 1996
HOP	Hazardous Operations Permits
HQ	Headquarters
HTSI	Honeywell Technology Solutions Inc.
HVAC	Heating, Ventilation, and Air Conditioning
Hydro	Water
i.e.	Id est (that is)
IC	Incident Commander
Inc.	Incorporated

IRIS	Incident Reporting Information System
ISSDS	Integrated Solvent Substitution Data System
JHA	Job Hazard Analysis
LBA	Large-Scale Biosphere-Atmosphere (LBA-ECO is a component of The Large-Scale Biosphere-Atmosphere Experiment in Amazonia)
LOTO	Lockout/Tagout
MD	Maryland
MIL-STD	Military Standard
MOR	Monthly Operations Review
MS	Management System
MSDS	Material Safety Data Sheet
NASA	National Aeronautics and Space Administration
NFPA	National Fire Protection Association
NODIS	NASA Online Directives Information System
NPD	NASA Policy Directive
NPR	NASA Procedural Requirement
NSRS	NASA Safety Reporting System
OSHA	Occupational Safety and Health Administration
OSSMA	Office of Systems Safety and Mission Assurance
PEP	Performance Evaluation Profile
PIM	Performance Improvement Manager
PO	Post Office
PPE	Personal Protective Equipment
Prob.	Probable
R&M	Reliability and Maintainability
RAC	Risk Assessment Code
RCCA	Root Cause and Corrective Action
RCM	Reliability-Centered Maintenance
RM	Risk Management
ROLM	ROLM Corp. (Richeson Oshman Loewenstern Maxfield)
RPN	Risk Priority Number
RSIS	RS Information Systems, Inc.
S&H	Safety and Health
SESDA II	Sciences and Exploration Data Analysis II
Sev.	Severity
SH&E	Safety, Health, and Environmental
SEMS	SESDA II Integrated Management System
SMA	Safety and Mission Assurance
SSMA	Systems Safety and Mission Assurance
TBD	To Be Determined
TCIR	Total Case Incident Rate, A number that represents the total recordable injuries and illnesses per 100 full-time employees, calculated for a worksite for a specified period of time (usually 1 to 3 years)

TIP	TO Implementation Plan
TO	Task Order
VPP	Voluntary Protection Program
W/C	Workers Compensation

1.0 INTRODUCTION

TEAM ADNET brings more than 40 years of collective Goddard Space Flight Center (GSFC) and National Aeronautics and Space Administration (NASA) experience to the SESDA II contract. ADNET team members historically have an outstanding track record implementing, training, enforcing and adhering to Safety & Health (S&H) guidelines on major federal contracts, as well as at NASA GSFC. Each team member emphasizes Safety & Health as an integrated function of every contract. We recognize the importance that the SESDA II program has to mission success and we subscribe to the NASA GSFC Safety approach: Make safety the first part of every day and every job! Our "Safety First!" philosophy reflects our synchronized approach with GSFC and serves as the foundation of our noted accomplishments. Through diligent attention to safety and health procedures, our team has attained an exemplary record as shown in **Table D-1** which covers the period from 2000 through 2004. In all our years of support at GSFC we have had no incidents and ZERO hours of lost manpower time due to safety and health accidents. Furthering our emphasis on employee involvement, we will issue a Commitment to Safety & Health pocket card to each employee, which they will be asked to carry at all times. The card defines our Team's commitment to the principles of Safety and Health that we expect of every employee and will serve as a constant reminder to our daily responsibilities. With the card, employees will be eligible for extra spot bonuses (i.e., monetary awards) in addition to our normal safety rewards and recognitions. Our S&H successes contribute significantly to continuity of operations, a steady workforce, a safe and healthy work environment for all GSFC personnel, and the successful operation and maintenance of GSFC equipment.

Table D-1. *TEAM ADNET*'s Proven Safety and Health Track Record for Past 5 Years

Safety Metrics from 2000 through 2004	Total Case Incident Rate	Lost Workday Case Rate
Industry Average (National Safety Council Data)	3.23 (3.00)	2.08 (2.00)
ADNET Systems, Inc.	0.0 (0.0)	0.0 (0.0)
RS Information Systems, Inc. (RSIS)	0.0 (0.0)	0.0 (0.0)
Honeywell Technology Solutions, Inc. (HTSI)	0.64 (0.38)	0.04 (0.00)

* Rates are an average with the 2004 rate in ( )

2.0 MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION

2.1 NASA POLICY FOR SAFETY AND MISSION SUCCESS

It is NASA policy to:

a. Protect the public, Astronauts and pilots, NASA workforce, and high-value equipment and property from potential harm as a result of NASA activities and operations by providing safe programs, technologies, operations, and facilities; and protect the environment (Requirement 1003).
b. Hold NASA leaders, managers, supervisors, and employees accountable for safety and mission success within their functional areas of responsibility (Requirement 1061).
c. Establish and maintain independent lines of communications for unrestricted flow of information concerning Safety and Mission Assurance (SMA), risks, or other matters affecting the ability to meet the mission-success criteria (Requirement 1006).
d. Define and document both SMA requirements and safety and mission-success criteria in NASA programs and projects as a foundation for the design and development of safe and reliable program hardware and software (Requirement 1062).
e. All solicitation instruments (announcements of opportunity, cooperative agreements, requests for proposals, or other) will require prospective providers to identify and describe SMA and Risk Management (RM) approaches (where appropriate) and how the risk factors will be managed (Requirement 30884).
f. Verify and validate life-cycle implementation of SMA, RM, and mission-success requirements through ongoing surveillance of program, project, and contractor processes (Requirement 1063).
g. Certify the safety and operational readiness of flight hardware/software, mission-critical support equipment, hazardous facilities/operations, and high-energy, ground-based systems through formal review processes (Requirement 1064).
h. Fully address safety and mission success concerns, risks and risk acceptance, and appropriate lessons learned at all management committee reviews, other major milestone review activities, and operational readiness reviews (Requirement 1065).
i. Implement structured RM processes and use qualitative and quantitative risk-assessment techniques to make decisions regarding safety and the likelihood of mission success (Requirement 1066).
j. Report and track to resolution all corrective actions resulting from investigations of mishaps, incidents, nonconformances, and anomalies; and distribute and use lessons learned to improve activities and operations (Requirement 1067).

2.2 *TEAM ADNET* SAFETY POLICY

It is ***TEAM ADNET***'s policy and philosophy to take every reasonable precaution to protect the health and safety of our employees, our customers, and the public; continuously improve our support to our customers; preserve and protect the environment; ensure mission success; and prevent events that may cause damage to equipment and resources.

To this end, ***TEAM ADNET*** (which includes all employees, contractors and subcontractors on the Sciences and Exploration Data Analysis [SESDA II] Contract subscribes to the following precepts in conducting all business activities:

a. All mishaps are preventable through implementation of effective safety and health control policies and practices.
b. Protection of our employees, customers takes precedence over productivity; it is good business; it prevents human suffering and increases prosperity of all affected.
c. Employees shall be trained to identify, evaluate, and control Safety, Health, and Environmental (SH&E) hazards and to protect themselves, other workers, and property.
d. Every manager and team member is responsible and accountable for their own safety and the safety of others in the workplace. Everyone is responsible for following ***TEAM ADNET*** Safety & Health Plan policies and procedures at all times.
e. Management will audit/review safety performance and the workplace, and take corrective action if necessary to ensure a safe and healthy environment for all employees. In consonance with this policy, ***TEAM ADNET*** Program is designed to comply with existing requirements, procedures, guidelines and instructions set forth by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), NASA, and GSFC, in addition to ADNET's corporate policies.
f. Environmental preservation and protection shall be evident in all aspects of business performance to optimize the value of our support to GSFC, SESDA II-supported facilities, and our service to the local community.
g. We will partner with our subcontractors and others to safely reach NASA's goals.
h. We will remain flexible to adapt to changes and modify or create safety procedures or processes to provide the highest level of protection.

We hold each member of the SESDA II team accountable and responsible for the implementation of this Safety & Health Plan, and furthermore, we hold our Program Manager accountable for the performance of our overall Safety Program. Conformance to the requirements in this Safety & Health Plan will be considered conditions of employment for all ADNET employees and subcontractors performing work on SESDA II. Our S&H Program will comply with all federal, state, and NASA requirements. In addition, SESDA II contractors at Government facilities shall follow applicable safety procedures that govern that site and function.

The customer-approved exclusion of Task Orders (TOs) from any or all requirements of the SESDA II Safety & Health Plan shall be documented in the TO and the TO Implementation Plan (TIP). A summary record of such exclusions shall be accessible via the SESDA II Enterprise Management Systems (SEMS).

TEAM ADNET recognizes the complexity of managing a comprehensive and effective S&H Program to accomplish the top-level S&H goals. To ensure that we successfully provide a safe and healthy work environment for employees and the public, and prevent damage to property and equipment, ADNET will implement a proven Management System (MS) infrastructure for S&H Programs. This is illustrated in **Figure D-1**. Remote field sites such as the LBA Project Office in Brazil will provide site-specific plans to address special hazards, conditions, and requirements as addenda to this plan within 180 days after contract award. These site-specific documents will be placed in an annual review cycle that will incorporate site leadership and local contract officers.

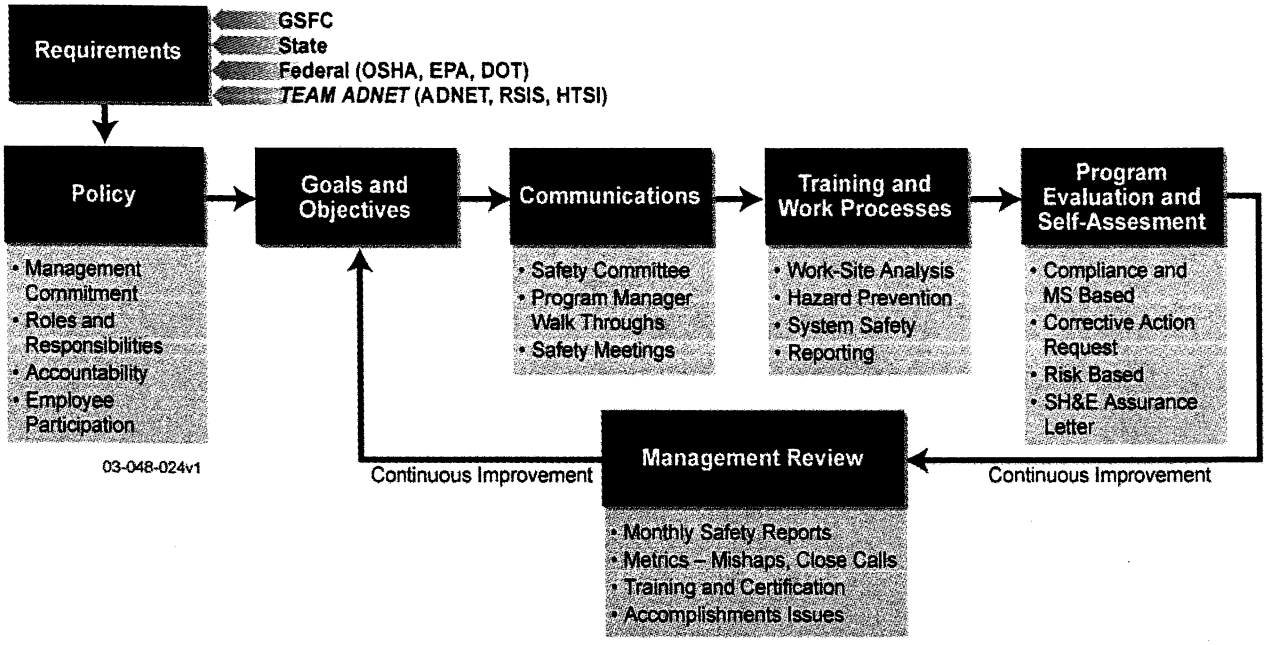

Figure D-1. SESDA II S&H Management System

2.3 Goals and Objectives

2.3.1 General

The goal of our S&H Program is to provide a safe and healthy work environment for all employees working at GSFC facilities under the SESDA II contract. In addition, it is our objective to enhance GSFC's excellent Safety & Health Program by:

a. Maintaining a superior compliance record for all EPA, OSHA, NASA and GSFC requirements by:

   1. Ensuring timely reporting.
   2. Achieving accurate records.
   3. Reviewing pending standards and regulations with respect to the SESDA II Contract.
   4. Striving to reduce or replace products that harm the environment
   5. Reinventing safety processes to continue the Zero Tolerance Mindset for all team members with regards to unsafe actions and conditions.

b. Participating in all GSFC safety activities that are used to promote safety awareness and wellness.

2.3.2 Specific Goals and Objectives

Specific performance-related S&H goals will be established by the Program Manager and documented in the SESDA II Performance Metrics Plan. The ADNET Leadership Team, along with Management team members will collectively develop annual S&H goals and objectives for the SESDA II Contract that will set the strategic direction for all employees. This will ensure that all SESDA II employees understand the Corporation's safety expectations and align their goals for the following metrics:

a. Days Away From Work (DAFW).
b. OSHA Recordable Total Case Incident Rate (TCIR).

c. "Significant" Safety Audit Findings.
d. NASA Incidents (Type A, B, or C).
e. Breach of Environmental Compliance.
f. Property Damage.

Self-evaluation of our program will be conducted at the beginning of each contract year. ***TEAM ADNET*** will request that GSFC Safety and Environmental Division, Code 250, assist in measuring the effectiveness of our safety program to fulfill the NASA and ***TEAM ADNET*** requirements for annual self-assessments. This information will be used to develop and monitor goals for the upcoming year.

2.3.3 Approach to Achieving Level 5 Performance Evaluation Profile

Where the Performance Evaluation Profile (PEP) Survey is still used the SESDA II Program Manager and Safety Manager will use it on an annual basis to further evaluate the SESDA II Safety, Health and Management Systems (MS). The survey will include all subcontractors and subcontracted tasks. Improvement steps are as follows:

a. Analyze results of PEP.
b. Determine areas below Level 5.
c. Develop a strategy for continuous improvement for each area.
d. Execute improvement steps.
e. Measure performance improvement.

Thus, the SESDA II Team expects to achieve and maintain PEP Level 5 within 18 months. When a written program evaluation is requested by NASA, it will be delivered to the Government no later than 30 days after the end of each contract year, or 30 days after the end on the contract, whichever is applicable.

2.3.4 Safety Record, Accident History, and Goals

TEAM ADNET recognizes that just setting goals does not guarantee success. The team brings with it a proven, comprehensive S&H program that:

a. Assesses all existing hazards or potential hazards at our contract sites.
b. Eliminates hazards by redesign of processes or tasks.
c. Implements controls where hazards cannot totally be removed.
d. Evaluates its success or opportunities for improvement monthly.
e. Is reliable and responsive to change.

By using this program, ADNET expects to achieve and maintain a world class safety record.

2.4 MANAGEMENT LEADERSHIP

TEAM ADNET believes that it is essential for our managers to provide visible leadership to attain our Safety and Health Program goals and objectives. Responsibilities will be assigned in writing and expectations clearly communicated for safety and health performance of all team personnel. This Safety and Health Plan is developed with clear, written policies that are endorsed by our Program Manager. Progress toward our goals will be continuously measured and reviewed, and modifications and improvements made, as necessary, at all contract levels.

TEAM ADNET's Program Manager and leadership will:

a. Regularly communicate with employees about workplace safety and health matters through weekly and monthly meetings.
b. Start every meeting with a Safety Message.
c. Provide employees with access to information relevant to the program by e-mails, postings, and presented metrics.
d. Involve employees in hazard identification and assessment, prioritizing hazards, training, and program evaluation through the SESDA II Close Call Program and the Performance Evaluation Profile.
e. Establish means for employees to report job-related fatalities, injuries, illnesses, incidents, and hazards promptly, and make recommendations about appropriate ways to control those hazards through the use of the ADNET Form QF-9.1.1, the NASA Form 1627 and the GSFC Incident Reporting Information System (IRIS). The ADNET Form QF-9.1.1 is an ADNET corporate-controlled form and is available on SESDA II Enterprise Management System (SEMS). The NASA Form 1627 is a NASA-controlled form and is available on the NASA Online Directives Information System (NODIS). It provides prompt responses to such reports and recommendations.
f. Participate and support the SESDA II Safety Committee.
g. Ensure corrective action plans are developed and implemented for identified safety and health concerns.

TEAM ADNET's managers are responsible for overseeing the safety and health of their people, spaces and equipment. Managers through out the organization set the example by consistently following the rules and behavioral expectations established for the workforce as a matter of personal practice. Members of our workforce perceive management to be consistently setting positive examples and can illustrate why they hold these positive perceptions. Our management at all levels consistently addresses the safety behavior of others by coaching, correcting poor behavior, and reinforcing good behavior. Managers solicit volunteers from their organizations to serve as Group Safety Representatives. These representatives also assist the designated Group-level S&H representative with his/her functions and contract-wide safety activities.

The plan will be implemented as approved and the Program Manager will take responsibility for its implementation. Mr. Paul Shehadi, Performance Improvement Manager, has been designated as ***TEAM ADNET***'s SESDA II Safety Manager.

2.5 EMPLOYEE INVOLVEMENT

2.5.1 General

All ***TEAM ADNET*** employees will be required to participate in the SESDA II Safety and Health Program. Employee participation will provide a means for individuals to identify risks, recommend and monitor risk controls, and be part of making a safe and healthy workplace. Employee representatives will be trained to enhance productive participation in such activities through the ADNET Safety Excellence Program. Our employees will be authorized and empowered to stop work on activities they believe present potential serious safety or health risks. The avenues and mechanisms for involvement have proven effective in reducing accidents and enhancing safe behaviors. Our procedure to promote and implement employees' involvement in the Safety & Health Program development, implementation, and decision making includes encouraging the following actions:

a. Participating as Group Safety Representative.
b. Participating in safety and health inspections/audits.
c. Performing Job Hazard Analysis (JHAs).
d. Participating in Mishap and Close Call Investigations.
e. Providing safety and health inputs and identifying risks (through the Close Call Reporting System) directly to their Safety Representatives or directly to program leadership.
f. Participating with their local Safety Representative or Coordinator to develop creative themes and methods to effectively communicate to employees regarding both on and off-the-job safety.
g. Joining local or group safety committees.
h. Attending both general and task-specific safety training.
i. Reporting health hazards immediately to their supervisor.

2.5.2 Employee Safety Committees

The SESDA II Safety Committee will be an important part of our Company's safety management effort to support the SESDA II Contract. Managers and supervisors will gain valuable assistance in their areas by teaming with their committee members. Committee membership will be a voluntary service available to all employees. Goals of the SESDA II Safety Committee are as follows:

j. Involve employees in safety management.
k. Lower the rate and severity of accidents and injuries on and off the job.
l. Maintain a safe workplace.
m. Increase employee participation in safety programs.
n. Provide a channel to resolve contract-based safety concerns.
o. Allow an open forum where S&H issues and accomplishments are discussed.
p. Provide feedback on lessons learned regarding S&H related information.

2.6 ASSIGNMENT OF RESPONSIBILITY

TEAM ADNET will provide a dedicated Safety Team to support the SESDA II Contract. A detailed diagram of the support structure is provided in **Figure D-2**.

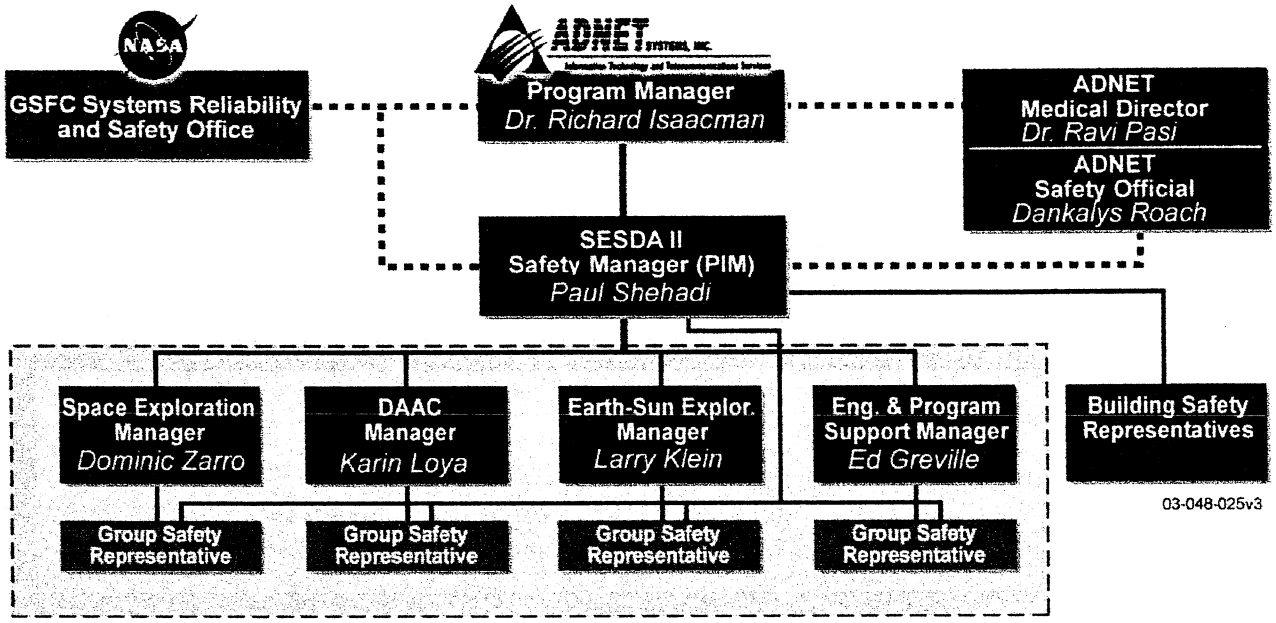

Figure D-2. *TEAM ADNET* S&H Organization

Honeywell International will also provide ***TEAM ADNET*** members safety assistance and auditing support as needed. The SESDA II Program Manager and the Safety Official will be responsible for the implementation of this plan and all formal contacts with regulatory agencies and with NASA.

Responsibilities are as follows:

a. **Safety Official**. The Safety Official for the SESDA II Contract will be a ***TEAM ADNET*** corporate asset who acts as the formal support liaison for all ADNET-related activities and operations concerning overall safety on the SESDA II Contract. The Safety Official will assist the Program Manager with establishing organizational safety policies and ensuring compliance with ADNET, OSHA, EPA, NASA, and GSFC safety policies and requirements. The Safety Official and the SESDA II Program Manager will be the Designated Safety Officials for all contacts with regulatory agencies and NASA or GSFC concerning safety and health issues on this contract. Selection of safety support personnel will be based on qualifications approved by the Safety Official, the SESDA II Program Manager, and the SESDA II Safety Manager (PIM).

b. **Medical Director**. The ADNET Medical Director and office staff located in Rockville, Maryland will handle all of the employees' medical-related documents, including claim and injury correspondence. The confidentiality of medical records will also be the Medical Director's responsibility. The Medical Director is charged with responsibility to facilitate communication of medical data to the head of the NASA clinic. A secure Facsimile (FAX) will be available for the transmission and reception of medical documentation. For remote

sites, the Director's office will arrange in advance to provide for appropriate emergency medical treatment with a local provider. Contact information is as follows:

Dr. Ravi Pasi
Occupational Health Medical Director
ADNET Systems, Inc.
164 Rollins Avenue, Suite 303
Rockville, MD 20852
Phone: 301.770.4850
Fax: 301.770.4828

If the company physician is changed for any reason, the SESDA II Program Manager will promptly notify the GSFC Clinic and Code 250 personnel.

c. **SESDA II Program Manager**. The Program Manager's S&H responsibilities will be as follows:

1. Provide total oversight for the development and implementation of the Safety and Health Program. The Program Manager is held accountable for the success of this program and has complete and final authority on all ADNET-related decisions pertaining to safety on the SESDA II Contract.
2. Assign and communicate responsibility for all aspects of the program so that managers, supervisors, and employees in all parts of the organization know performance expectations.
3. Ensure that adequate resources are provided to meet the needs of the contract's Safety & Health Program.
4. Enforce safety and health policies and procedures, and ensure compliance with applicable local, state, and federal safety and health regulations.
5. Hold managers, supervisors and employees accountable for meeting their responsibilities, so that all tasks will be performed safely.
6. Ensure that all employees receive training as required by this plan or contractual documents.
7. Review program operations at least annually to evaluate success in meeting assigned safety and environmental goals and objectives, to identify deficiencies, and to take corrective actions needed to meet the goal of effective safety and health protection.
8. Act as Chairman of the SESDA II Executive Safety Committee.
9. Use the SESDA II Quarterly Safety Awards initiative in support of safety. Both the SESDA II Quarterly Safety Awards and GSFC programs will be used to meet this goal.
10. Conduct monthly walk-throughs to identify and document the condition of the SESDA work areas.

d. **SESDA II Safety Manager**. The S&H duties of the SESDA II Safety Manager will be as follows:

1. Approve the selection and appointment of Safety Representatives for functional work areas. Establish and maintain a training program for SESDA II Safety Representatives.
2. Monitor SESDA II employee and subcontractor safe work practices and performance to contract safety requirements. Establish a SESDA II trending program.
3. Advise SESDA II managers and supervisors regarding safety matters through various forms of communications and personal contact.

4. Review and approve all ***TEAM ADNET*** hazardous activity procedures. Review new and modified facilities and system designs for life safety. Conduct pre-operational hazard assessments prior to testing and turnover of new equipment or modified building areas for use.
5. Establish and maintain a liaison with the NASA or GSFC Safety and Environmental Division Office personnel to ensure that ***TEAM ADNET*** members comply with all NASA/GSFC regulations and emergency procedures.
6. Serve as member of the Goddard Contractor Safety Forum and Code 250 Contractor Safety Work Group.
7. Aid SESDA II management and supervisory personnel in establishing effective safety programs in their work areas.
8. Audit SESDA II working areas and operations, bringing violations of safety regulations and existence of hazards to the attention of managers and supervisors for corrective action.
9. Develop the general safety briefing and orientation for new SESDA II employees and subcontractors. Ensure the training is presented to employees before they start working.
10. Develop and implement a continuous SESDA II safety training program.
11. Ensure proper investigation and documentation of all occupational accidents and illnesses. Serve as the Mishap Investigation Coordinator for ***TEAM ADNET***.
12. Maintain records and submit reports of SESDA II safety inspections, safety training, safety meetings, occupational illness, and/or injuries and investigations.
13. Receive, track, and resolve SESDA II-related safety and health complaints, suggestions, and reports.
14. Assist in evaluating prospective SESDA II subcontractor qualifications relative to safety and health.
15. Work with SESDA II procurement to ensure that each subcontractor adopts this plan and meets the requirements as defined by the ADNET Safety, Health and Environment Plan and its policies. This program outlines the process and procedures that apply to contractors or subcontractors hired to conduct work at the SESDA II sites. Also included are procedures for the administration of the program, documentation requirements, and the S&H information that the contractors or subcontractors will receive prior to the start of work.
16. Ensure each SESDA II subcontractor assigns a competent Safety Coordinator, who is capable of identifying unsanitary, hazardous or dangerous work conditions, and is capable of identifying existing or potential hazards in the workplace, and has the authority to take prompt corrective measures to eliminate the hazardous conditions and unsafe acts.
17. Review compliance of all subcontractors with safety policies and practices annually as mandated in the ADNET Safety, Health and Environment Plan. All subcontractors are contractually obligated to meet all of the requirements of this program.
18. Provide reporting and investigative support to the appropriate state Worker's Compensation Program.

e. **SESDA II Group Managers**. The Group Managers duties with regard to S&H direction and support will be as follows:

1. Assign and communicate responsibility for all aspects of the program so that managers, supervisors and employees in all parts of their group know performance expectations.

2. Ensure that adequate resources are provided to meet the needs of the SESDA II Safety and Health Program.
3. Enforce safety and health policies and procedures, and ensure compliance with applicable local, state, and federal safety and health regulations.
4. Designate Safety Representatives to support all group-level safety activities. Act as Chairman of the Group-level Services Safety Committee.

f. **SESDA II Group Safety Representatives**. Safety Representatives will be designated to support the S&H plan for the duration of the SESDA II Contract. The names of the site-specific Group Safety Representatives and contact phone numbers will be posted and made available to all employees at each work location. SESDA II Group Safety Representatives will perform the following:

1. Implement site-specific safety and health programs.
2. Provide day-to-day oversight of contract Safety and Health Programs.
3. Develop, conduct, and document employee training.
4. Take necessary action when unsafe conditions are found to exist, including Stop Work.
5. Assist the Program Manager and/or Group Manager in the establishment of Group-level safety committees.
6. Support NASA- and GSFC-specific SH&E, and fire protection concerns and goals.
7. Participate in SESDA II Contractor Safety meetings as required by Code 250, and other activities related to the S&H of ***TEAM ADNET*** members and our NASA partners.
8. Develop a monthly schedule for all ***TEAM ADNET*** supervisors to conduct safety and health inspections.
9. Investigate Close Calls and accidents that happen on the job using a Root Cause and Corrective Action (RCCA) methodology.
10. Maintain records and prepare reports required by OSHA, NASA, and/or GSFC, and corporate directives.
11. Report directly to the SESDA II Group Manager but take technical direction from the SESDA II Safety Manager.

g. **SESDA II Building Safety Representatives/Fire Warden**. ***TEAM ADNET***'s Group Managers will be responsible for overseeing the S&H of their people, spaces, and equipment for each building occupied by ***TEAM ADNET*** personnel. They will solicit volunteers among their functions to serve as SESDA II Building Safety Representatives/Fire Warden to assist them within their respective areas with safety audits, training, mishap investigations, contract-wide safety activities, serve as coordinators to the SESDA II Contract Group Level Safety Committees, and facilitate the site's or location's fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Building Floor Wardens/Area Wardens will participate in both scheduled and unscheduled drills and may be identified by white hardhats with safety logo, which will be documented and communicated in the site plan and throughout their site after successful completion of their in-house training as designated by the Site Safety Manager. In the event of an emergency this identification will assist others in identifying their Building Safety Representatives/Fire Warden. Participation in this position will be performed as a collateral duty.

h. **Access to Safety & Health Support**. The SESDA II Contract has access to certified safety and health professionals (Certified Safety Professionals and Professional Engineers)

available from within ***TEAM ADNET***'s Corporate Safety Offices. These professionals will support the internal SESDA II Safety and Health program as necessary to ensure that core competency is maintained.

2.7 ACCOUNTABILITY

2.7.1 Management Accountability

SESDA II managers and supervisors will be held accountable for meeting all S&H protection responsibilities that affect their employees or their work areas. Annually, ADNET leadership at all contract locations is required to assess their S&H programs and validate compliance through S&H Assurance Letter Processes. The Program Manager at each site is required to sign a document stating this, and it cannot be delegated. See **Figures D-3** and **D-4** for Letters of Assurance and Commitment respectively. The current issue of these letters will be used annually and are available on SEMS. Authority and responsibility for SESDA II safety and health protection will be clearly defined in their individual performance plan. Individual performance plans will be reviewed bi-annually and "course corrections" made at that time. Goals for safety improvement (safety-related training, safety conference attendance, etc.) may also be added where required. Higher management will evaluate S&H protection performance as part of the annual personnel evaluation. Accountability data will be used by individuals and teams to revise goals and objectives to facilitate continuous improvement in safety and health. Failure to support the Safety Program and related personal goals can result in poor performance evaluations and possible disciplinary actions.

2.7.2 Employee Accountability

All ***TEAM ADNET*** employees will be held responsible for their own safety and the safety and health of their coworkers. Annual performance reviews for employees will include measurements of safety performance. Any failures to meet safety responsibilities will be addressed and result in appropriate coaching, counseling or action. Employees will never be subject to disciplinary action for reporting hazardous conditions in their workspaces.

2005 ADNET ASSURANCE LETTER

To: _____

I have read and understand the ADNET Commitment to Safety, Health, and the Environment (July 2005) and the Safety, Health, and Environment Policy. I have participated in a training session concerning the Assurance Letter process. I recognize my continuing responsibility to ensure that all employees and operations under my supervision understand the Commitment Statement and the Policy.

I have reviewed the information provided by all managers with safety, health, and environment responsibilities reporting to me. I hereby certify, to the best of my knowledge, the following:

- All operations under my supervision have procedures and processes in place to responsibly manage HSE matters;
- The following exceptions, if applicable, have been reported via the Corporate Event Tracking System and corresponding corrective actions are in place:
  - All licenses, permits and/or authorizations are current **or** interim as required by governmental HSE authorities
  - All product approvals and/or authorizations related to HSE issues are current and actions taken, assuring compliance as required by governmental safety, health, product safety or environmental authorities
  - There are no unresolved HSE matters, including building and fire code requirements, which will result in:
    a) Regulatory citations, agency enforcements, or inspections results with a proposed fine or corrective action imposed by an agency
    b) Unfavorable publicity
    c) High probability of resulting in a new Tier1 or Tier 2 event
    d) Significant business interruption and/or long-term product line viability
  - Appropriate reserves have been established for liabilities associated with known or suspected soil and groundwater contamination, including ongoing operation and maintenance costs included in the location's ongoing operating expenses
  - Leadership has been made aware of all required support and/or action at the appropriate level for resolution of a safety, health, or environmental matter(s)
  - There are no actual or threatened legal proceedings by a governmental authority for safety, health, or environmental violations that have not been reported to the Corporate Law Department

- I concur with the attached corrective actions, if any, which are being promoted to my management for review and concurrence; the promotion criteria established in the ADNET Safety, Health, and Environment Plan was used to support the selection process; and

- I am providing sufficient resources to address the identified corrective actions, as appropriate, in my 2005/2006 Annual Operating Plan.

Signature: _____

Name: _____

Title: _____

Organization/SBU/SBE: _____

Date: _____

SAMPLE

Figure D-3. 2005 Assurance Letter

Commitment to Safety, Health, and the Environment

We are committed to manage safety, health, and environment as a core business value to ensure compliance with all applicable government standards and regulations. We integrate safety, health, and environment into all aspects of our businesses as a competitive advantage in achieving profitable growth and accelerated productivity.

EMPLOYEES AND OPERATIONS - We seek to protect the safety and health of our employees and minimize our environmental footprint through prevention of illness, injury, and pollution. All employees should be personally involved in furthering this objective.

SOLUTIONS FOR CUSTOMERS AND SUPPLIERS – Safety, health, and environment concerns are integral to our processes, services and product designs, including responsible management throughout the product lifecycle. We educate customers, suppliers and the public about the safe use of our products and openly communicate the protective measures we take for employees, our communities, and other key stakeholders.

ACCOUNTABILITY - We utilize management systems to apply global standards, including compliance with applicable laws and regulations. Our executives and managers are measured and held accountable for the safety and environmental performance of their businesses. We hold every employee accountable for his or her role in meeting our commitment.

STAKEHOLDER INVOLVEMENT - We work with stakeholders in the development of laws, regulations and standards that safeguard the community, workplace and environment. As a responsible corporate citizen, we demonstrate this commitment by working within our communities and actively pursuing independent certifications and recognition, as appropriate.

CONTINUOUS IMPROVEMENT - We address occupational injuries and illnesses, emissions, wastes and inefficient use of resources and energy as preventable process defects. We continuously improve our compliance processes and business practices using quantifiable goals to measure and taking actions to drive sustained safety and environmental performance.

Ashok Jha President & CEO July 2005	Dr. Richard Isaacman Program Manager	Phil Montag Performance Improvement Manager

Figure D-4. Commitment to Safety, Health, and the Environment

SAMPLE

2.7.3 Motivation – Employee Total Recognition Program

To encourage SESDA II Team member participation and accountability in the SESDA II Safety and Health Program, a Quarterly Safety Awards program will be implemented. NASA awards for safety excellence shall be granted based on specific published criteria. Nominations shall be evaluated against the individual awards criteria and not against any unwritten standards or interpretations. The majority of NASA safety awards are issued at the local level as part of each Center's overall safety effort. Safety programs at NASA Centers shall include an awards program, designed in accordance with this document, to recognize and encourage safety in all operations. **Team members will receive awards and recognition, plus a cash bonus for outstanding support of the SESDA II Contract Safety and Health Program based on their participation beyond the required compliance levels** outlined by this and other SESDA II related supporting documentation. The SESDA II Quarterly Safety Awards program is based on nominations by peers, managers, and our NASA customer and will be properly designed to motivate and maintain safe behavior.

a. Awards and spot bonuses will be presented publicly to effectively satisfy the individual's/group's need for recognition and thereby provide an incentive for other personnel.
b. Any award based on competition must be carefully designed to avoid possible negative aspects. (For example, employees involved in a competition to reduce on-the job injuries have been known to avoid seeking medical attention for an injury so that it would not be reported.)
c. The safety awards program should be part of the participating safety program and include all personnel.
d. The responsible NASA safety organization shall clearly define the purpose of each award, those who are eligible, and the criteria for selection.
e. Award presentations and the safety contributions made by award recipients shall be sufficiently publicized to heighten employee safety awareness and to encourage active employee participation in all efforts designed to improve safety performance.
f. Awards shall be granted on the basis of merit without regard to age, color, handicap, marital status, national origin, politics, participation or non-participation in a labor organization, race, religion, or sex.

2.7.4 Disciplinary Policy and Procedures

TEAM ADNET members will be required to perform assigned tasks in a manner that ensures safety for themselves and fellow SESDA II workers. Failure to do so may constitute a safety violation. A site-specific list of Cardinal Safety Rules will be posted within areas controlled by ***TEAM ADNET***. An example is shown in **Figure D-5**. These rules will specifically list what actions are not tolerated or accepted while on the job. Disciplinary actions resulting from safety violations will be handled at the Program Manager level, and depending on the seriousness of the violation there could be grounds for immediate termination of SESDA II employment. Willful or deliberate violation of safety regulations including withholding information that could assist with an investigation conducted by management or a customer will be considered a serious violation. Any ***TEAM ADNET*** employee or supervisor found to have negligently violated safety procedures will be subject to disciplinary action up to and including dismissal. Intentional violation of safety procedures will be cause for dismissal, except under extenuating

circumstances. Discipline may include a letter to the personnel file, reassignment of duties and responsibilities, salary adjustments, and/or dismissal. Minor violations will be handled on a case-by-case basis. ***TEAM ADNET*** members will ensure that a similar disciplinary program is in force through out the SESDA II Contract lifetime.

TEAM ADNET CARDINAL SAFETY RULES

No employee may:

1. Engage in horseplay or disorderly conduct that endangers or injures employees, risks damage or actually does damage to company or customer property.
2. Bring onto the site, NASA Facilities or have in his/her possession: firearms, explosives, or weapons of any type while on Company property.
3. Bypass or operate equipment without established safety devices or safeguards.
4. Disassemble, enter or perform servicing, changeover or maintenance on equipment without properly de-energizing and safeguarding all power sources according to the current lock-out/tag-out policy.
5. Knowingly place her/himself or another person in physical danger, conceal a known hazard, or fail to promptly obtain attention for a personal injury or incident.

The actions listed above have been found to have such great potential for serious injury that any employee that engages in such actions will be subject to termination from the Corporation regardless of previous performance. This policy is intended to protect the employee, his/her co-workers and our customers.

All employees are expected to understand and adhere to these Cardinal Rules and to request assistance in questionable situations. Further, all employees are encouraged to question the safety of all contract operations and/or tasks and become involved in improving their safety.

SAMPLE

_____ _____

Employee Supervisor

Date Signed _____

Figure D-5. Cardinal Safety Rules

2.8 PROGRAM EVALUATION

2.8.1 General

As part of our internal program evaluation, we will use the PEP Survey where applicable to assist in the evaluation of the SESDA II S&H Management Systems. The SESDA II Program Manager and the SESDA II Safety Manager will schedule an annual SESDA II survey using various tools (e.g., S&H Maturity Path, PEP, and ***TEAM ADNET*** Assurance Letter Process) to assess the current state of the program and identify areas for growth. The survey will include all subcontractors and subcontracted tasks. When a written program evaluation is requested by NASA, it will be delivered to the Government no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable. The PEP survey is normally scheduled and administered at the discretion of NASA.

2.8.2 Safety, Health, and Environmental Management System

TEAM ADNET will incorporate the ADNET Safety, Health, and Environmental Management System process into all SESDA II contract activities. The goal of this system is continuous improvement of SH&E knowledge, programs, and processes. This 16-element program will be used initially to determine the baseline for SESDA II S&H and to establish goals to reach a mature S&H program. Annually for the contract performance period, a review using the elements will be conducted to assess the progress. The SESDA II Program Manager will make the review available to all team members and NASA. The elements covered are as follows:

a. SH&E Policy.
b. Leadership and Employee Involvement.
c. SH&E Hazards, Risks, and Impacts.
d. Legal and other Requirements.
e. Objectives and Targets.
f. Organization.
g. Training, Awareness, and Capability.
h. Communication.
i. Document Management.
j. Procedures and Operational Controls.
k. Emergency Preparedness and Response.
l. Monitoring and Measurement.
m. Corrective and Preventive Action.
n. Records and Information Management.
o. SH&E – Management System Self-Assessment.
p. Leadership Review.

2.9 SAFETY AND HEALTH PROGRAM PERFORMANCE

2.9.1 General

TEAM ADNET will use products generated from the monthly trending of safety-related reports, metrics, and audits to provide the Government with the necessary visibility and insight to gauge the safety and health performance of the SESDA II contract. Documentation available to the Government will include the identification, acquisition, and processing of safety and health data,

development of procedures, recordkeeping, and statistical analyses including metrics. Electronic access to this data by the Government will be provided as long as Privacy Act requirements are met. Government Safety and Health professionals and their representatives will have full and unimpeded access for review and audit purposes. For activities conducted on NASA property, ***TEAM ADNET*** will make available to the Government any records required under Appendix H of the NASA Safety Manual w/Change 2 (NPR 8715.3) and the Draft Safety and Occupational Health Program (GPR 1700.1) at GSFC.

2.9.2 Standing Requests

Our approach to documenting SESDA II Safety & Health performance includes the following:

a. Identification, acquisition, and processing of safety and health data.
b. Development of procedures.
c. Recordkeeping.
d. Statistical analyses including metrics.
e. Furnishing of data and reports to the Government.
f. Provision of electronic access.
g. Identification of records for activities on Government sites, to be made available in accordance with VPP criteria as implemented in GSFC Requirements Handbook for SH&E Protection.

Sections A through C discuss standing requests as follows:

a. **Roster of Terminated Employees**. The Human Resources manager(s) for the SESDA II contract will communicate directly with the NASA Occupational Health Program Office whenever an employee is terminated while providing SESDA II support. All SESDA II subcontractors will also comply with this requirement. In the communication, terminated personnel will be identified by employer. The report will be forwarded to the Occupational Health Officer no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable. The following information will be provided:

    1. Date of report, contractor identity, and contract number.
    2. Name, social security number, assigned center badge number, and date of termination.
    3. Name, address, and telephone number of the contractor representative to be contacted for questions or other information.

b. **Material Safety Data**. ***TEAM ADNET*** procurement directives will require a Safety & Health review of all purchases and subcontracts to ensure that they contain provisions for applicable S&H protection requirements. This review process ensures that all applicable safety codes, standards, and requirements will be contained in the purchase document or subcontract.

    TEAM ADNET procurement directives will include a requirement that actions taken to procure items identified as hazardous contain a standard clause requiring the supplier to provide a copy of the Material Safety Data Sheet (MSDS) with each shipment. If items are delivered to ***TEAM ADNET*** without the required MSDSs, they will be placed on hold to await the MSDS or returned. Copies of MSDSs will be maintained physically or electronically for easy reference by ***TEAM ADNET*** or contractor personnel working with or around hazardous materials. These forms will be used to update the various systems available at GSFC that record information applicable to hazardous materials such as MSDS Pro. MSDSs will be forwarded to ***TEAM ADNET***'s designated point of contact for inclusion

within the MSDS Pro system. Our ***TEAM ADNET*** safety professionals will audit purchases and subcontracts to ensure that they contain data clearly describing the product or service that is being ordered. This includes all S&H requirements. The product or service requirements will be verified, either at ***TEAM ADNET*** receiving inspection or at the supplier's or subcontractor's premises, as applicable, before acceptance.

c. **Hazardous Materials Inventory**. ***TEAM ADNET*** will compile an annual inventory report of all hazardous materials it has located on GSFC properties. This annual inventory report will provide the following:
   1. Identity of the material.
   2. Location of the material by building and room.
   3. Quantity of each material normally kept at each location.

The use of hazardous materials in various operations represents a significant potential for danger to personnel and the environment. All personnel and all levels of management will comply with NASA Safety Manual, NASA Policy Directive (NPR) 8715.3 and GSFC Chemical Hygiene Plan GPR-1700, 2A.

The procedure stated in NPR 8715.3 and all applicable NASA and GSFC documents that provide direction on Hazardous Waste Management Procedures and Disposal of Chemical, Toxic, and Hazardous Waste Material, will be strictly followed. ***TEAM ADNET*** will implement a waste minimization program for processes that produce hazardous waste to identify less hazardous materials as alternatives or identify process controls where less waste is generated. Our commitment is to reduce the amount of hazardous waste generated on the SESDA II Contract.

Comprehensive controls (including the training of personnel) will be developed (where required) for the storage, handling, and disposal of hazardous waste. Waste is considered hazardous if it possesses one or more of the following characteristics:

1. **Ignitable**: Easily combustible or flammable (paint waste, degreasers, and other solvents)
2. **Corrosive**: Dissolves metals or other materials or burns the skin (waste rust removers, waste acid, alkaline cleaning fluids, and waste battery acids)
3. **Reactive**: Unstable and undergoes rapid or violent reaction with water or other materials (cyanide plating waste, waste bleaches, other waste oxidizers)

2.10 Government Access to Safety and Health Program Documentation

TEAM ADNET members will make all safety and health documentation (including relevant personnel records) available for inspection or audit only at the Government's request. ***TEAM ADNET*** protects the privacy of the health information of our employees. ***TEAM ADNET*** is aware of its obligation to abide by the 2003 HIPAA (Health Insurance Portability and Accountability Act of 1996) amendment concerning the release of medical information. The transmission of personal medical records is only accomplished by special delivery, registered mail, or secure fax machines. Doctor-to-patient confidentiality is maintained at all times.

2.11 Contractor Support of the Safety Review Process

ADNET and its subcontractors will participate, when requested by NASA, in the review and modification of safety requirements that are to be implemented by the Government, including any review of new documents or proposed changes to referenced documents. ***TEAM ADNET*** will also represent operations at major safety reviews when requested and will formally notify the cognizant NASA manager of any safety issues/concerns identified during the review process.

2.12 Safety Review of Procurements

TEAM ADNET has made it a priority to ensure that potential health, safety, and environmental risks associated with proposed new chemicals will be evaluated and that effective control measures will be in place prior to their introduction. *TEAM ADNET* procurements will be reviewed and approved by the SESDA II Safety Manager and/or designated SESDA II safety professional. Purchase requests will be individually screened to:

a. Include verification that proposed new chemicals comply with applicable chemical import and export regulations.
b. Select those chemicals with the lowest occupational health, safety, and environmental impact wherever feasible or required by legislation.
c. Ensure that, prior to the introduction of new chemicals, MSDSs and appropriate hazard warning labels are obtained and are in use, and that the Hazard Communication Program is updated as necessary.
d. Determine if supplemental safety specifications or MSDSs are required.

Supplemental safety requirements may be added to the purchase request as required. For example, electronic equipment used in an area where explosive vapors may be present must meet the requirements of the National Electric Code for Class I Division II. When an MSDS is required, the purchase request is flagged through the site purchasing system as MSDS Required. Items received that do not meet safety specifications or have an inappropriate MSDS will be segregated, and a formal request will be sent to the vendor. The vendor must provide the appropriate documentation or certifications before the material will be accepted. Failure to do so will result in the return of the goods to the vendor. Personnel at our decentralized shipping and receiving facilities are trained and will comply with these processes. *TEAM ADNET*'s General Purchase Order Provisions require prospective contractors/vendors for contracts to comply with applicable federal and state laws and orders. Contractors/vendors must successfully meet these criteria and those of ADNET Safety, Health and Environment Plan to be considered for contract award. Subcontractor's performing services on NASA or GSFC controlled properties will be required to provide proof of insurance, level of training, and the content of their safety programs where appropriate. Subcontractors will receive a 2-hour site safety presentation. The subcontractors will be continuously evaluated for compliance. If required, corrective actions, up to and including a stop work order or termination of contract for cause, will be employed to ensure that subcontractors meet both NASA and GSFC safety standards.

3.0 WORKPLACE ANALYSIS

3.1 GENERAL

This process will be used to systematically identify hazards for the duration of the contract. The processes shown in the remainder of Section 3 provide detail on the information collection process through a combination of surveys, analyses, and inspections of the workplace, investigations of mishaps and close calls, and the collection and trend analysis of safety and health data such as records of occupational injuries and illnesses; findings and observations from preventive maintenance activities; reports of spills and inadvertent releases to the environment; facilities-related incidents related to partial or full loss of systems functions; employee reports of hazard; etc. Every hazard identified by any of the techniques in Section 3 will be ranked and processed in accordance with GSFC procedures. Sections 4 and 5 are also applicable to this requirement.

TEAM ADNET will use an S&H compliance applicability screening checklist to determine the level of risk for employees within their work environment. Once a determination has been made through the screening process, a risk-specific hazard assessment will be conducted utilizing methods such as ergonomic surveys, JHA and Personal Protective Equipment (PPE) assessments to reduce or eliminate the potential for employee exposure. These risk assessments will be the responsibility of the functional supervisor of the affected area. Copies of the initial assessment will be stored within the Group or Building for review, audit use, and feedback for process improvement.

3.2 HAZARD IDENTIFICATION

A Job Hazard Analysis (JHA) is a procedural tool to make a job safe by: (1) identifying the hazards or potential accidents associated with each step of a job, and (2) developing a solution strategy for each hazard that will either eliminate or control the exposure.

Developing a JHA will be a joint effort between the supervisor and the person performing the job. Each person, through knowledge and experience, will contribute to obtaining an accurate step-by-step breakdown and compiling a complete record of hazards and potential accidents for each job. A JHA is required for almost every SESDA II job/task for each employee.

A JHA will be conducted on each type of job position/task (GSFC JHAs will be used where available). When employees and/or management personnel identify new work, a JHA requirement is triggered. The JHA will be performed and its findings forwarded to the SESDA II Safety Representative and the SESDA II Safety Manager for review, inventory, and action. Findings identified through these analyses will be forwarded to the Government in a manner suitable for inclusion in the facilities baseline documentation as a permanent record of the facility. Copies will also be added to the SESDA II baseline survey.

Types of analyses are as follows:

a. **Comprehensive Baseline Survey**. ***TEAM ADNET*** will perform a comprehensive wall to wall baseline survey (JHA) of contractual work areas as designated by the task order. It will include facilities, equipment, S&H processes, and materials to include waste. Training will be provided by safety professionals to ensure this is done properly. This baseline survey will stand as the foundation of recurring JHA. The baseline survey will account for the as-used state of facilities and equipment, as-run work processes, assessment of applicable hazards

within the work-site control areas (including wastes), and mitigating systems or circumstances available to help control or limit these hazards. Whenever hazardous situations are identified, appropriate cautions, warnings, or danger warnings will be placed in appropriate procedures, instructions, or process descriptions. When it is determined through our baseline survey that an area meets the Immediately Dangerous to Life or Health criteria, it will be reported immediately to the GSFC Safety and Environmental Division.
The baseline survey will be performed using standard assessment tools. Examples of two techniques the team will use are an audit and a questionnaire. The advantage of using an audit is that the answers can be limited to a simple Yes or No and the data can be quickly analyzed. The advantages of using questionnaires are as follows:

1. Efficient use of time.
2. Administered remotely.
3. Respondent anonymity in response.
4. Yield a large amount of data.
5. Standardized questions.
6. Easy to analyze.

b. **Change Analysis**. ***TEAM ADNET***'s change management process will be used when we consider modifications to facilities, equipment, processes, and materials (including waste) and related procedures for operation and maintenance. Our comprehensive hazard review process involves competent, qualified specialists appropriate to the hazards anticipated and the operational changes being planned.
The SESDA II Safety Manager will be contacted whenever a new or modified process is in its planning stages, so that an environmental review can be performed (if required) to determine any environmental regulatory issues or environmental emissions/discharges of the process. If the process change or new process is on a Government site, the SESDA II Safety Manager will notify GSFC Safety and Environmental Division, Code 250. If a permit is required, the manager is required to allow enough lead time for the processing of permits through the applicable state and federal natural resources and conservation commissions as appropriate.

c. **Hazard Analysis**. Hazard analysis provides the foundation on which safety assessment is based. Sufficient data is the key to a successful, effective, and complete hazard analysis of facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. This data may include drawings, block diagrams, system descriptions, and operating instructions that support the task or process. Hazard analysis is conducted to satisfy the following objectives:

1. Identify and document potential and actual hazards, and accident risk factors.
2. From recommended controls, determine those that will reduce accident risks and control or eliminate hazards.
3. Verify compliance with safety requirements and verify implementation of controls.
4. Provide accident risk assessments for management action.
5. Provide feedback for Lessons Learned to other SESDA II Contract work areas.

GSFC requires that hazard analyses be performed when a procedure involves any identifiable type of hazard. The GSFC Safety and Environmental Division, Code 250, has hazard analysis tools that are to be used for performing hazard analysis of individual tasks, laboratory or shop areas, and chemical processing laboratories. The hazard analysis tools are as follows:

1. Task Safety Analysis: For any specific operation or task that does not fall under the category of laboratory research.
2. Chemical Process Hazard Analyses: For any of three levels: Low, Moderate, or High. These are for laboratories performing chemical research.
3. Area Hazard Analysis: For general types of work operations performed in a laboratory or shop environment. It provides checklists to help minimize the hazards.

The following required forms can be obtained on-line at http://gdms.gsfc.nasa.gov/ gdms/pls/masterlist.menu:

1. Low (GSFC Form 23-56).
2. Moderate (GSFC Form 23-57).
3. High (GSFC Form 23-58).
4. Task Safety Analysis (GSFC Form 23-60).
5. Hazard Analysis Selection Matrix (GSFC 23-64).

TEAM ADNET members will use the following tools:

1. ***TEAM ADNET* System Safety Analysis Matrix**: To assist in identifying task hazards (See sample matrix in **Figure D6**. The ***TEAM ADNET*** System Safety Analysis Matrix is available on SEMS).
2. ***TEAM ADNET* Hazard Analysis Worksheet**: To assist in determining and rating risks. Failure Mode and Effects Analysis Worksheet: Used to determine the effects of a failure on a system and to classify each potential failure mode in accordance with the severity of its effect (See sample worksheet in **Figure D-7**. The Failure Mode and Effects Analysis (FMEA) Worksheet is available on SEMS).

   Failure Modes and Effects Analysis (FMEA)/Critical Items List (CIL). The FMEA is usually performed by the assigned reliability office to identify critical items in hardware. The FMEA should be used to assist safety personnel to perform hazard analyses and supplement, not replace, hazard analyses. Safety personnel can use the FMEA to help verify that all safety-critical hardware has been addressed in the hazard analyses. The FMEA in hardware systems is an important technique for evaluating the design and documenting the review process. All credible failure modes and their resultant effects at the component and system levels are identified and documented. Items which meet defined criteria are identified as critical items and are placed on the CIL. Each entry of the CIL is then evaluated to see if design changes can be implemented so the item can be deleted from the CIL. Items that cannot be deleted from the CIL must be accepted by the program/project based on the rationale for acceptance of the identified risk. The analysis follows a well-defined sequence of steps that encompasses (1) failure mode, (2) failure effects, (3) causes, (4) detectability, (5) corrective or preventative actions, and (6) rationale for acceptance.

TEAM ADNET SYSTEM SAFETY ANALYSIS MATRIX

PROGRAM/SUBSYSTEM_____

ENGINEER: _____

PROJECT LIFE-CYCLE STATUS_____

DATE: _____

SUBSYSTEMS OR TASKS / GENERIC HAZARDS									
COLLISION MECHANICAL DAMAGE									
LOSS OF HABITABLE ATMOSPHERE									
CORROSION									
CONTAMINATION									
ELECTRICAL SHOCK									
FIRE/EXPLOSION									
PATHOLOGICAL/ PSYCHOLOGICAL									
TEMPERATURE EXTREMES									
RADIATION									
CATASTROPHIC ACTS OF NATURE									

SAMPLE

Figure D-6. *TEAM ADNET* System Safety Analysis Matrix

Potential Failure Mode And Effects Analysis (SAFETY FMEA)

Dept. / Process: _____ Core Team: _____ Prepared by: _____

FEMA # _____ FEMA Date (Orig.): _____ Page _____ of _____

JOB TITLE :	Steps of Operation:	Potential Injury:	S e v.	Cl.	Potential Cause of Injury:	F r e q.	Current Safety Controls	D e t.	RPN	Recommended Actions	Response / Target Date	Action Results				
												Actions Taken	S e v.	O c c.	D e t.	RPN

SAMPLE

Dept. / Process: _____ Core Team: _____ Prepared by: _____

FEMA # _____ FEMA Date (Orig.): _____ Page _____ of _____

Figure D-7. Failure Mode and Effects Analysis (FMEA) Worksheet

d. **System Safety**. ***TEAM ADNET*** recognizes the Office of Systems Safety and Mission Assurance (OSSMA), Code 300, as the leading-edge provider of Systems Safety and Mission

Assurance (SSMA) support to GSFC and the NASA community. By partnering with OSSMA as team members, our support will be provided in a cooperative setting with the goal of ensuring efficient and effective SSMA implementation.

System Safety checklists patterned from OSSMA guidelines will be used to identify standard compliance requirements relative to design, installation, and modification assessments. Checklists will be developed and tailored for specific applications and included in deliverable reports. ***TEAM ADNET*** will establish a system safety policy that conforms to all federal, OSHA, state, and local codes and regulations regarding personnel safety, and complies with NASA and GSFC System Safety requirements (NASA Policy Directive [NPD] 8700.1B, NPD 8710.1B, NPD 8710.2D, and NPR 8715.2).

The ADNET SESDA II Team will incorporate the Design for Minimum Risk concept into all projects that are in the developmental stage. Our goal is to eliminate hazards and the potential for hazardous conditions in the concept phase of project/task development. Those hazards identified later may be eliminated in the design phase, prior to the production/deployment phase. Hazards not eliminated will be reduced to a level acceptable to both ADNET and our NASA customers.

Special procedures and training, tailored to the operation or task, will be implemented when all attempts to eliminate hazards, incorporate safety devices, or use warning devices are deemed impractical. Procedures may include the use of personal protection equipment; however, the use of such equipment will not be used to reduce the risk code of a category I hazard, as addressed in the NASA Safety Manual, NPR 8715.3 (IA, IB, IC). Special procedures and training programs will be reviewed and updated. Personnel receiving special training will be certified, as necessary, and will receive refresher training as required.

3.3 INSPECTIONS

Inspections will be conducted in accordance with the requirements of the NASA Health and Safety Handbook, NPR 8715.1, Chapter 4. Inspection and Abatement Formal inspections are completed with the NASA Contracting Officer (CO) (or representative) on a semiannual basis. Informal inspections of the SESDA II work areas will be performed at least monthly to detect practices, procedures, conditions, or changes that could result in mishaps. Unannounced inspections will be performed periodically in areas of concern, on a random basis in all areas, and in response to requests or complaints. Inspectors will be trained and qualified to perform inspections in accordance with OSHA and NASA standards. Inspectors will review (at a minimum) potential hazards of the job and the work environment as follows:

a. Location and condition of emergency equipment.
b. Housekeeping.
c. Personnel/work areas in violation of safety and health standards.

Inspections will be documented and records retained. All significant findings will be noted to management personnel and to the S&H Representative. Formal Facility Surveys will be conducted periodically in compliance with NASA and GSFC requirements. Statistical summaries of all routine inspections will be prepared, charted, and distributed to management and the workforce to show status and progress at hazard elimination. Annual visits to these sites, will verify inspections:

a. **Discrepancies Between Observed Conditions and Current Requirements**. Safety discrepancies between the observed condition and current requirements will be corrected immediately. Those discrepancies that cannot be quickly remedied will be brought to the attention of cognizant SESDA II supervisor for appropriate corrective action implementation. The Risk Assessment Code (RAC) technique will be used as defined in the NASA Safety Manual, NPR 8715.3, Chapter 3, Section 3.6, to establish priorities for hazard resolution. RAC conditions 1 or 2 will be reported to management and corrected immediately. All RAC conditions 1 and 2 will be carried as red risks and RAC conditions 3 and 4 will be carried as yellow risks on the SESDA II program risk list as addressed in the *SESDA II Risk Management Plan*. Work will not continue or resume until unsafe conditions are resolved and the area and work deemed safe. Inspection findings will be documented and tracked until the closure of all open items are complete. All hazardous conditions will be abated within 30 days, or an abatement plan will be prepared and coordinated with GSFC Code 250. Follow up inspections will ensure the abatement of hazardous conditions. All inspection results will be documented on the monthly "Close Call" reporting system. Formal facility surveys will be conducted periodically in compliance with GSFC requirements.
b. **New (Not Previously Identified) or Modified Hazards**. New safety discrepancies (those not previously identified) or modified hazards will be brought to the attention of cognizant supervision for appropriate corrective action implementation. The RAC technique will be used again to establish priorities for hazard resolution. RAC conditions 1 or 2 will be corrected immediately. Work will not continue or resume until unsafe conditions are resolved and the area and work deemed safe. Inspection findings will be documented and tracked until the closure of all open items is complete. All hazardous conditions will be abated within 30 days, or an abatement plan will be prepared and coordinated with GSFC Code 250. Follow up inspections will ensure the abatement of hazardous conditions. All inspection results will be documented on the monthly Close Call reporting system.

3.4 Employee Reports of Hazard

3.4.1 General

In 1998, Honeywell adopted the Close Call reporting process to encourage employees to report hazards found on the job. This process will be used in all support efforts for the SESDA II contract.

3.4.2 Close Call Program

TEAM ADNET will use the Close Call Program to maintain a proactive — not reactive (reprisal-free) — approach to reporting hazards. This will further develop our zero injury culture and empower SESDA II personnel ownership in safety. The core concepts are as follows:

a. Focus on safety-related behavior.
b. Identify root and contributory causes.
c. Change/modify unsafe behaviors and correct unsafe conditions.
d. Base reporting on fact finding, not fault finding.
e. Analyze results using a site cross functional team where required.
f. Improve safety awareness.
g. Improve concern for our fellow employees within the workplace.
h. Incorporate employee insights into the actual hazard abatement process.

The Close Call Reporting process is as follows:

a. Identify Hazard, Incident, or Close Call Situation.
b. Correct the hazard or situation immediately, if possible.
c. Complete a Close Call Report (GSFC Close Call/Hazard Report) in its entirety.
d. Submit the form to the local safety representative and enter it on-line to the GSFC Close Call Program. Go to the on-line reporting process at http://safety1st.gsfc.nasa.gov and click on Close Call/Hazard Report. **(Situations of imminent danger and or unacceptable risk will be communicated to the SESDA II Program Manager, Safety Official, or Safety Manager immediately.)** *Employees will never be subject to disciplinary action for reporting hazardous conditions in their workplace.*
e. Forward a copy of the close call to your Group Safety Representative.
f. Safety Representatives will collect and tabulate reports and communicate the total number of reports to the Program Manager on a monthly basis.
g. The Safety Representatives will perform trend analysis and track open Close Calls until closure or mitigation activities are completed. This documentation will be used as a leading or proactive metric for the SESDA II Leadership Team.
h. The NASA and GSFC based Close Call Program will be used as applicable for NASA on-site and on-center locations. Anonymous reporting will also be available through this program. Employees will use the on-line reporting process at http://safety1st.gsfc.nasa.gov and click on Close Call/Hazard Report.

Close Call Contact: Safety Desk Greenbelt: 6-6295 (Code 250)

An example of ***TEAM ADNET*** Close Call Report is shown in **Figure D-8**.

Close Call Event Reporting Card
Front

Recording and reporting of close calls provides data which leads to the identification of unsafe behaviors, acts and conditions which will eventually result in injury, illness, or property loss unless corrected. Please take a minute to complete this form when you observe a close call and forward it to your Safety Coordinator.

Date: _____ Location: _____ Time: _____

Check One:
Employee ☐ Customer ☐
Contractor ☐ Visitor ☐

Check Department Type:
Administrative ☐ Engineering ☐
Material Handling ☐ Maintenance ☐
Other: _____

Brief Description of Incident: _____

_____

_____

Type of Incident / Injury Potential (Check One):

Injury:
☐ Over-Exertion
☐ Slip / Trip / Fall
☐ Struck By
☐ Caught In / Under / Between

Exposure To:
☐ Temperature Extremes
☐ Dusts / Mists
☐ Chemicals

Contact With:
☐ Electricity
☐ Stored Energy
☐ Pneumatic / High Pressure

Type Body Part at Risk:
☐ Head
☐ Eye(s)
☐ Arm/Shoulder
☐ Hands
☐ Back
☐ Chest
☐ Abdomen
☐ Leg
☐ Foot
☐ Multiple Injury
☐ Extremity Overuse

Property Loss:
☐ Fire / Smoke
☐ Motor Vehicle
☐ Forklift
☐ Other: _____

Business Loss:
☐ Loss of Contract
☐ OSHA/EPA Fine
☐ Affects our Customer
☐ Other: _____

Submitted By : _____ Ext: _____

Reviewed By (Supervisor/ Coordinator): _____

HTSI

SAMPLE

Figure D-8. Close Call Event Reporting Card (Front)

Close Call Event Reporting Card

Back

Select As Many Causes As Apply

Behaviors:

- ☐ Unused Safety Equipment / Devices
- ☐ Improper Lock Out / Tag Out
- ☐ Testing Devices Not Used / Misused
- ☐ Devices Made Ineffective
- ☐ Improper Procedure
- ☐ Improper Use Of Equipment
- ☐ Improper Use of Tools
- ☐ Improper Use of Materials
- ☐ Unauthorized Use of Equipment
- ☐ Failure to Report an Unsafe Condition
- ☐ Failure to follow Instructions
- ☐ Failure to Follow Procedures
- ☐ Lack of Appropriate Procedure
- ☐ Other: _____

Human Factors:

- ☐ Deficiency in Skill or Ability
- ☐ Physical Disability
- ☐ Abnormal Mental / Physical State
- ☐ Fatigue
- ☐ Inadequate Job Experience
- ☐ Haste
- ☐ Inattention
- ☐ Horseplay
- ☐ Other: _____

Conditions:

- ☐ Defective Equipment
- ☐ Inadequate PPE
- ☐ Inadequate Safety Devices
- ☐ Inadequate Safety Guards
- ☐ Faulty Construction
- ☐ Other: _____
- ☐ Faulty Layout
- ☐ Insufficient Lighting
- ☐ Insufficient Ventilation
- ☐ Inadequate Training
- ☐ Inadequate Supervision

Actions Taken To Prevent Reoccurrence:

- ☐ Provide Additional Training
- ☐ Add / Change Procedure
- ☐ Add / Change PPE
- ☐ Improve / Change Job Methods
- ☐ Add / Improve Guarding
- ☐ Changed Process
- ☐ Improved Operational Equipment
- ☐ Other _____
- ☐ Improve / Change Tooling
- ☐ Add Ergonomic Equipment
- ☐ Increase Communications
- ☐ Improve Work Station Design
- ☐ Improve Housekeeping
- ☐ Implement Engineering Controls
- ☐ Implement Maintenance System

Additional Corrective Action (Use this section to elaborate / recommend changes in behavior and / or safety process:

_____

_____

Please identify any actions which you have taken to correct the condition or improve the observed behavior:

_____

_____

_____

_____

HTSI

SAMPLE

Figure D-8. Close Call Event Reporting Card (Back)

4.0 MISHAP INVESTIGATION AND REPORTING

4.1 GENERAL

A mishap is an unexpected occurrence, event, or sequence of events which results in injury or death to employees or visitors, or damage to NASA equipment or property. NASA categories mishaps as follows:

a. **Type A Mishap**: A mishap causing death and/or damage to equipment or property equal to or greater than $1 million. Mishaps resulting in damage to aircraft, space hardware, or ground support equipment that meet these criteria are included, as are test failures in which the damage was unexpected or unanticipated.
b. **Type B Mishap**: A mishap resulting in permanent disability to one or more persons, or resulting in hospitalization (for other than observation) of five or more persons, and/or damage to equipment or property equal to or greater than $250,000 but less than $1 million. Mishaps resulting in damage to aircraft or space hardware or ground support equipment which meet this criterion are included, as are test failures where the damage was unexpected.
c. **Type C Mishap**: A mishap resulting in damage to equipment or property equal to or greater than $25,000 but less than $250,000, and/or causing an occupational injury or illness, which results in a lost workday case. Mishaps resulting in damage to aircraft or space hardware mishaps and test failures that meet these criteria are also included.
d. **Incident**: A mishap consisting of less than Type C severity of injury to personnel (more than first aid severity), or property damage equal to or greater than $1,000, but less than $25,000. Events that have small property loss (less than $1,000) should only be reported as incidents if they have significantly greater potential or high visibility.
e. **Close Call**: An occurrence in which there is no injury, no property damage, and no significant interruption of productive work, but which possesses high potential for any of the above.

4.2 MISHAP INVESTIGATION AND REPORTING

4.2.1 General

Any mishap that occurs in an area under ***TEAM ADNET***'s control may be subject to an external investigation. The securing of a mishap site will be in accordance with the current accident/incident investigation requirement of GPR 8621.3B – *Mishap and Close Call Investigation* for that area to the greatest extent possible. All actions taken during and after a mishap will be based on the following priorities:

a. Protect personnel.
b. Provide emergency care for those injured (when it is safe to do so).
c. Prevent others from being injured.
d. Protect property.
e. Report the mishap.
f. Work to prevent the involvement of other structures or equipment.
g. Prevent environmental harm.
h. Dam or block the path of hazardous materials.
i. Control or provide for the absorption of pollutants.
j. Preserve evidence and system configuration.

gs.

until the arrival of NASA
The mishap/accident site will
ESDA II CO. In the event of a
f the contract, the SESDA II
gation is conducted, in concert
ibuting causes. Mishaps shall
PR 8621.1A - *Reporting of*
Close Call Reports, and GPR

ill conduct communications
Representative to determine
lans will be developed and
ntroduced to ensure all
ually consists of the Program
ific employees from a cross
essary to get to the true

e used for mishap reporting.
lts will be submitted as
will be submitted to the Safety
e SESDA II contract will
be submitted to the GSFC
.

be provided (within 24 hours)
all Type A, Type B, and
low for delivery to GSFC Code

and injured employee must fill
posure Form) as shown in
provided by that state's
the following process:

rrence to the ***TEAM ADNET***
TEAM ADNET representative

NET Safety Office in

NASA Mishap Report

Part A: Mishap Details

MASTER FILE NO.

NOTE: FILL IN ALL KNOWN UNSHADED BLOCKS WITHIN 24 HOURS.

DETAILS

1. DATE OF INCIDENT | 2. TIME OF INCIDENT | 3. GENERAL LOCATION *(Building, Area, Facility, etc.)* | 4. EXACT LOCATION *(street, floor, room, etc.)*

5. RESPONSIBLE ORGANIZATION | 6. CONTRACT NUMBER | 7. ORG. FILE NUMBER | 8. ORGANIZATION POINT OF CONTACT | 9. MAIL CODE | 10. PHONE

11. MISSION AFFECTED, IF KNOWN | 12. PROGRAM IMPACT, IF KNOWN (Describe impact in terms of delay, cost adjustment, etc.)

13. INCIDENT DESCRIPTION *(Do not use actual names, include in the description the sequence of events, extent of injury or property damage, cause, etc., if known.)*

IMPACT SUMMARY

14. CHECK ALL OUTCOMES FROM THIS EVENT THAT ARE KNOWN FACTS *(Do not check any box that indicates any future potential or outcome.)*

- ☐ FATALITY
- ☐ PERMANENT DISABILITY
- ☐ 3 OR MORE PEOPLE HOSPITALIZED
- ☐ 1 OR 2 PEOPLE HOSPITALIZED
- ☐ LOSS OF CONSCIOUSNESS
- ☐ FULL LOST WORKDAY(S)
- ☐ RESTRICTED WORKDAY(S)
- ☐ MEDICATION OR MEDICAL TREATMENT ADMINISTERED
- ☐ INJURY OR ILLNESS
- ☐ FIRST AID ONLY WAS ADMINISTERED
- ☐ CLOSE CALL
- ☐ SERIOUS DAMAGE TO AIRCRAFT OR SPACE HARDWARE
- ☐ SERIOUS DAMAGE TO FLIGHT OR GROUND SUPPORT HARDWARE
- ☐ UNEXPECTED DAMAGE DUE TO TEST FAILURE
- ☐ DAMAGE ESTIMATE OVER $1,000,000
- ☐ DAMAGE ESTIMATE BETWEEN $250K AND $1M
- ☐ DAMAGE ESTIMATE BETWEEN $25K AND $250K
- ☐ DAMAGE ESTIMATE BETWEEN $1K AND $25K
- ☐ DAMAGE ESTIMATE UNDER $1K
- ☐ AFFECTED PRIMARY OBJECTIVE(S) OF MISSION
- ☐ SIGNIFICANT PROGRAM IMPACT
- ☐ HIGH VISIBILITY *(internal or external to NASA)*

15. LEVEL OF POTENTIAL FOR THIS EVENT OR CLOSE CALL *(Using reasonable judgment, check the boxes which you believe have a HIGH probability of occurring under similar conditions.)*

- ☐ FATALITY
- ☐ PERMANENT DISABILITY
- ☐ 3 OR MORE PEOPLE HOSPITALIZED
- ☐ FULL LOST WORKDAY(S)
- ☐ POTENTIAL DAMAGE ESTIMATE OVER $250,000
- ☐ POTENTIAL DAMAGE ESTIMATE UNDER $250,000
- ☐ SERIOUS DAMAGE TO AIRCRAFT OR SPACE HARDWARE
- ☐ SERIOUS DAMAGE TO FLIGHT OR GROUND SUPPORT HARDWARE
- ☐ UNEXPECTED DAMAGE DUE TO TEST FAILURE
- ☐ AFFECT PRIMARY OBJECTIVE(S) OF MISSION
- ☐ SIGNIFICANT PROGRAM IMPACT
- ☐ HIGH VISIBILITY *(internal or external to NASA)*

PERSON INVOLVED IN INJURY OR ILLNESS

16. NAME *(Last, First MI)* | 17. ORGANIZATION | 18. CONTRACT NUMBER | 19. JOB TITLE/OCCUPATION

20. SUPERVISOR'S NAME *(Full Name)* | 21. SUPERVISOR'S ORGANIZATION | 22. SUPERVISOR'S MAIL CODE | 23. SUPERVISOR'S PHONE

24. AGE | 25. SEX ☐ Male ☐ Female | 26. SHIFT WORKED ☐1st ☐ 2nd ☐ 3rd | 27. CONTINUOUS DUTY HOURS | 28. YEARS OF EXPERIENCE ☐ Under 1 ☐ Under 5 ☐ Under 10 ☐ Over 10

29. INJURY OR ILLNESS ☐ INJURY ☐ ILLNESS | 30. FROM PRE-EXISTING ☐ YES ☐ NO | 31. FATALITY? ☐ | 32. DATE OF DEATH | 33. PERMANENT DISABILITY? ☐ | 34. # OF FULL LOST WORKDAYS | 35. # OF RESTRICTED WORKDAYS

36. INJURY TYPE(S) *(e.g., Abrasion, Burn, Concussion, Laceration, etc.)* | 37. AFFECTED BODY PART(S) OR BODY SYSTEM(S)

38. BRIEF MEDICAL DIAGNOSIS

39. MEDICAL TREATMENT ADMINISTERED

- ☐ TREATMENT OF INFECTION
- ☐ APPLICATION OF ANTISEPTIC
- ☐ 2ND OR 3RD DEGREE BURN(S)
- ☐ CUT AWAY DEAD SKIN
- ☐ POSITIVE X-RAY DIAGNOSIS
- ☐ APPLICATION OF SUTURES
- ☐ USE OF BUTTERFLY ADHESIVE
- ☐ REMOVAL OF FOREIGN OBJECT(S)
- ☐ USE OF HEAT THERAPY
- ☐ ADMISSION TO HOSPITAL FOR MORE THAN OBSERVATION
- ☐ REMOVAL OF OBJECT IN WOUND
- ☐ USE OF PRESCRIPTION MEDICATION
- ☐ HOT OR COLD SOAKING/COMPRESS THERAPY
- ☐ USE OF WHIRLPOOL BATH THERAPY
- ☐ FIRST AID ONLY

40. OTHER MEDICAL TREATMENT ADMINISTERED

EQUIPMENT/PROPERTY DAMAGED

41. CLASS OF EQUIPMENT/PROPERTY DAMAGED

- ☐ FLIGHT HARDWARE
- ☐ GROUND SUPPORT EQUIPMENT
- ☐ FACILITY
- ☐ PRESSURE VESSEL
- ☐ MOTOR VEHICLE
- ☐ AIRCRAFT
- ☐ OTHER

42. ESTIMATED COST OF ALL DAMAGED ITEMS

- ☐ OVER $1,000,000
- ☐ BETWEEN $250K AND $1M
- ☐ BETWEEN $25K AND $250K
- ☐ BETWEEN $1K AND $25K
- ☐ UNDER $1,000

43. # OF ITEMS DAMAGED ____

43. SPECIFIC ITEM(S) DAMAGED

SUBMITTER

44. SUBMITTED BY *(Full Name)* | 45. ORGANIZATION | 46. MAIL CODE | 47. PHONE | 48. DATE | 49. TIME

NF 1627 MAR 2001 PREVIOUS EDITIONS ARE OBSOLETE.

SAMPLE

Figure D-9. NASA Mishap Report, NASA Form 1627 (Page 1)

NASA Mishap Report

Part B: Causes and Corrective Action

MASTER FILE NO.

CAUSES

50. WHAT WAS THE DIRECT CAUSE(S)	51. WHAT OBJECTS OR SUBSTANCES WERE INVOLVED	52. WHAT ACTIVITIES OR UNSAFE ACTS WERE IN PROGRESS

INITIAL CORRECTIVE ACTION

53. **INITIAL** ACTION TAKEN *(Summarize all corrective action taken)*

54. DATE INITIATED	55. DATE COMPLETED	56. PERSON TAKING ACTION *(Full Name)*	57. ORGANIZATION	58. MAIL CODE	59. PHONE

PLANNED CORRECTIVE ACTION

60. **PROPOSED** ACTION TO BE TAKEN *(Summarize any future action to be taken.)*

61. EST. START DATE	62. EST. COMPL.	63. PERSON TAKING ACTION *(Full Name)*	64. ORGANIZATION	65. MAIL CODE	66. PHONE

67. **PROPOSED** ACTION TO BE TAKEN *(Summarize any future action to be taken.)*

68. EST. START DATE	69. EST. COMPL.	70. PERSON TAKING ACTION *(Full Name)*	71. ORGANIZATION	72. MAIL CODE	73. PHONE

NF 1627 MAR 2001 PREVIOUS EDITIONS ARE OBSOLETE.

SAMPLE

Figure D-9. NASA Mishap Report, NASA Form 1627 (Page 2)

ADNET Systems, Inc.

ADNET REPORT OF INCIDENT/ACCIDENT/EXPOSURE
(THIS FORM COMPLIES WITH OSHA REPORTING REQUIREMENTS)

HQ OFFICE USE ONLY
W/C_____ OSHA_____ DAYS LOST _____ DAYS RESTR. _____ COPY - MED/VP _____

A. GENERAL INFORMATION - TO BE COMPLETED BY EMPLOYEE. PLEASE TYPE OR PRINT.

1. NAME: (LAST, FIRST, MI) _____ BADGE NO. _____
2. HOME ORGANIZATION NUMBER: _____
3. ADDRESS: (STREET, CITY, STATE, ZIP) _____
4. SSN: _____ TELEPHONE: (HOME) (_____)_____ WORK (____)_____
5. JOB TITLE: _____ HOW LONG AT CURRENT JOB TITLE: _____
6. EMPLOYMENT DATE: _____ BIRTH DATE: _____ AGE: _____ MALE ____ FEMALE ____
7. NUMBER OF HOURS WORKED PER DAY: _____ USUAL SHIFT TIMES: _____ TO _____
8. CONTRACT NAME: _____
9. CONTRACT ADDRESS: _____ CITY: _____ STATE: _____
10. I UNDERSTAND THAT IF THIS INCIDENT/ACCIDENT/EXPOSURE IS HANDLED THROUGH WORKERS' COMPENSATION, ADNET WILL FOLLOW ALL APPLICABLE STATE/FEDERAL LAWS YES ____ NO ____ EMPLOYEE'S INITIALS _____

    IF "NO" REQUEST EXPLANATION FROM LOCATION REPRESENTATIVE. HAS AN EXPLANATION BEEN GIVEN AND DO YOU NOW UNDERSTAND? YES _____ NO _____ EMPLOYEE'S INITIALS _____

B. INCIDENT/NEAR MISS. INCIDENTS ARE THOSE INJURIES THAT REQUIRE FIRST-AID TREATMENT ONLY, AND WILL NOT GENERATE A MEDICAL BILL. A NEAR MISS IS AN INDICATION THAT AN UNSAFE CONDITION OR UNSAFE ACT EXISTS. FOR THIS REPORT, A NEAR MISS INCLUDES ANY CONDITIONS THAT MIGHT HAVE CAUSED AN ACCIDENT OR INJURY, BUT FOR SOME REASON DID NOT.

1. DATE OF INCIDENT/NEAR MISS: _____ TIME OF INCIDENT/NEAR MISS: _____
2. GIVE A COMPLETE DESCRIPTION OF THE INCIDENT/NEAR MISS: (ATTACH A SEPARATE SHEET IF NEEDED) _____

C. ACCIDENT/EXPOSURE. INJURY/ILLNESSES THAT REQUIRE MORE THAN FIRST-AID TREATMENT AND/OR WILL GENERATE A MEDICAL BILL FOR THE TREATMENT.

1. DATE OF ACCIDENT/EXPOSURE: _____ TIME OF ACCIDENT/EXPOSURE: _____
2. ADDRESS WHERE ACCIDENT/EXPOSURE OCCURRED: _____

   CITY: _____ STATE: _____ IS THIS A TEMPORARY WORK LOCATION? _____
3. WAS THIS ACCIDENT/EXPOSURE WORK-RELATED? YES _____ NO _____

ADNET- QF-9.1.1 **(08/2005)**

SAMPLE

Figure D-10. ADNET Report of Incident/Accident/Exposure (page 1)

4. ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN THE EVENT OCCURRED.
(e.g. Acetylene cutting torch, metal plate)

_____

_____

5. SPECIFY ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE EVENT OCCURRED.
(e.g. Cutting metal plate for flooring) INDICATE IF ACTIVITY WAS PART OF NORMAL JOB DUTIES.

_____

_____

6. HOW INJURY OR ILLNESS OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED OR MADE THE EMPLOYEE ILL.
(e.g. Worker stepped back to inspect work and slipped on some scrap metal. As she fell, worker brushed against the hot metal)

_____

_____

_____

7. NAMES & WORK PHONE NUMBERS OF ANY WITNESS(S). ATTACH WRITTEN STATEMENT(S) ON A SEPARATE SHEET.

_____

_____

D. MEDICAL

1. NATURE AND EXTENT OF INJURY: _____
2. BASIC CAUSE: _____
3. PRE-EXISTING CONDITION OR PRIOR INJURY TO THE SAME PART OF THE BODY: _____
4. FIRST FULL DAY OF ABSENCE: _____ PROBABLE LENGTH OF ABSENCE: _____
5. DATE AND HOUR RETURNED TO WORK: _____ ARE THERE ANY RESTRICTIONS? _____
6. LENGTH OF TIME OF RESTRICTIONS: _____
7. DESCRIBE THE RESTRICTIONS. SEE ATTACHED PHYSICAL CAPACITIES FORM: _____
8. NAME AND ADDRESS OF TREATING MEDICAL FACILITY/PHYSICIAN: _____

_____

9. DIAGNOSIS AND MEDICAL TREATMENT GIVEN: _____

_____

10. WAS FOLLOW-UP TREATMENT REQUESTED/REQUIRED? _____
11. DID YOU REFUSE MEDICAL TREATMENT? YES _____ NO _____

I, _____, AUTHORIZE ADNET SYSTEMS, INC., IT'S EMPLOYEES, AGENTS AND REPRESENTATIVES, TO RECEIVE AND/OR RELEASE ANY AND ALL MEDICAL INFORMATION REGARDING MY CONDITION OF HEALTH. I FULLY UNDERSTAND THAT THIS INFORMATION MAY INCLUDE DOCUMENTS SUCH AS: MEDICAL HISTORY AND FINDINGS, CONSULTATION, PRESCRIPTIONS, TREATMENT, X-RAY, SPECIAL CONSULTATION REPORTS, DIAGNOSIS, AND PROGNOSIS.

EMPLOYEE'S SIGNATURE _____ DATE: _____

E. **SUPERVISION** - TO BE COMPLETED BY RESPONSIBLE AREA SUPERVISOR (IF NEAR MISS) OR EMPLOYEE'S SUPERVISOR

SAMPLE

Figure D-10. ADNET Report of Incident/Accident/Exposure (page 2)

(IF INCIDENT/ACCIDENT/EXPOSURE). SEPARATE SHEET IF NEEDED.

1. DATE AND TIME REPORTED TO SUPERVISOR: _____
2. IN DETAIL, DESCRIBE THE UNSAFE ACT(S) OR UNSAFE CONDITION(S): _____
3. RESULTS FROM INVESTIGATION: _____
4. ROOT CAUSES: _____
5. CONTRIBUTING FACTORS: _____
6. DESCRIBE THE IMMEDIATE CORRECTIVE ACTION(S) TAKEN, BY WHOM, ESTIMATED DATE: _____
7. DATE CORRECTIVE ACTIONS AND FOLLOW-UP ACTIONS COMPLETED: _____

SUPERVISOR (PRINT)	SUPERVISOR (SIGNATURE)	HSE (INITIAL)	P. M. (INITIAL)	DATE

F. FOR OFFICE USE ONLY TO BE COMPLETED BY SITE HS&E PERSONNEL. INFORMATION TO BE INCLUDED IN THE "800" REPORTING REQUIREMENTS TO OUR INSURANCE CARRIER. CHOOSE ONE FROM EACH CATEGORY. (Vision 2000 reporting)

Is this Incident/Accident/Exposure OSHA Recordable? Yes _____ No _____

PART OF BODY:
100 ABDOMEN _____
110 ANKLE _____
120 ARM _____
130 BACK _____
140 CHEST _____
150 CIRCULATORY SYSTEM _____
160 DIGESTIVE SYSTEM _____
170 ELBOW _____
180 EYES _____
190 FOOT _____
200 GROIN _____
210 HAND _____
215 FINGERS _____
220 HEAD _____
225 EARS _____
230 HIP _____
235 NOSE _____
240 KNEE _____
250 LEG _____
260 MOUTH _____
265 TEETH _____
270 MULTIPLE PARTS _____
280 NECK _____
290 NERVOUS SYSTEM _____
300 REPRODUCTIVE SYSTEM _____
310 RESPIRATORY SYSTEM _____
320 SHOULDERS _____
330 SPINE _____
340 THROAT _____
350 WRIST _____
360 INTERNAL ORGANS _____
999 OTHER _____

RESULT OF INJURY:
100 ABRASION _____
110 ALLERGIC REACTION _____
120 AMPUTATION _____
130 ASPHYXIATION _____
140 AVULSION _____
150 CARDIAC CONDITION _____
160 CHEMICAL BURN _____
170 CONCUSSION _____
180 CONTUSION _____
190 ELECTRIC SHOCK _____
200 EYE (FOREIGN BODY) _____
210 EYE (IRRITATION) _____
220 FRACTURE _____
230 HEARING LOSS _____
240 HEAT/COLD STRESS _____
250 HERNIA _____
260 INFLAMMATION _____
270 INTERNAL INJURY _____
280 LACERATION _____
290 MENTAL/EMOTIONAL STRESS _____
300 MULTIPLE _____
310 MUSCLE SPASM _____
320 POISONING _____
330 PULMONARY EDEMA _____
340 PUNCTURE _____
350 SCRATCH _____
360 SKIN IRRITATION _____
370 SPRAIN _____
380 STRAIN _____
390 SYSTEMIC SHOCK _____
400 THERMAL BURN _____
410 THROAT IRRITATION _____
999 OTHER _____

CAUSE OF ACCIDENT:
100 ABSORPTION _____
110 CAUGHT IN/BETWEEN/UNDER _____
120 COLLAPSING OBJECT _____
130 CONTACT WITH ELECTRICITY _____
140 DROWNING _____
150 EXPOSURE TO CHEMICAL _____
160 EXPOSURE TO COLD OBJECT _____
170 EXPOSURE TO COLD TEMP. _____
180 EXPOSURE TO GASES _____
190 EXPOSURE TO HOT OBJECT _____
200 EXPOSURE TO HOT TEMP. _____
210 EXPOSURE TO LOW OXYGEN _____
220 EXPOSURE TO NOISE _____
230 EXPOSURE TO RADIATION _____
240 EXPOSURE TO SUN _____
250 FALL (FROM ELEVATION) _____
260 FALL (OTHER) _____
270 FALL (SLIP) _____
280 FALL (TRIP) _____
290 INGESTION _____
300 INHALATION _____
310 LIFTING _____
320 NEAR MISS _____
330 NOT WORK RELATED _____
340 PINCHING _____
350 PULLING _____
360 PUSHING _____
370 REPETITIVE MOTION _____
380 SLIP (INDOORS) _____
390 SLIP (OUTDOORS) _____
400 SPLASH _____
410 STRUCK AGAINST _____
420 STRUCK BY _____
430 TRIP _____
440 VEHICLE ACCIDENT _____
999 OTHER _____

FAX FORM, AND ANY UPDATES, **IMMEDIATELY** TO ADNET SAFETY OFFICE : FAX # **(301) 770-4828**

SAMPLE

Figure D-10. ADNET Report of Incident/Accident/Exposure (page 3)

4.2.2 NASA Safety Reporting System

The NASA Safety Reporting System (NSRS) is available for use by all SESDA II Team members. NSRS is a confidential, voluntary, and responsive channel to notify NASA's upper

management of safety concerns about NASA programs or projects. All reports will receive prompt attention. Personnel can report any concern they believe could affect the safety of personnel, a mission, or an operation. Concerns may be in engineering, manufacturing, administration, maintenance, support, or operations. Personnel should not report classified material, criminal activities (report fraud, waste, and abuse to the NASA Inspector General), and non-safety related information through this channel. Timely information about actual or potential problems is of the highest priority. Personnel must always notify their supervisor of potential safety problems. The form may be accessed at http://www.hq.nasa.gov/office/codeq/nsrs/index.htm. Completed forms should be mailed to NASA Safety Reporting System, PO Box 5826, Bethesda, MD 20824-9913

4.3 Trend Analysis

To perform trend analysis, ***TEAM ADNET***'s SESDA II Safety Manager will collect mishap and injury data in accordance with the requirements of OSHA. The data will provide management a tool for assessing the overall effectiveness of the Safety and Health Program. It will consist of recordable injuries (OSHA 300 Log) and first aid cases. The first aid cases and recordable injuries will be summarized on an accident/injury table, which will be maintained, updated, and distributed to site management monthly. The OSHA 300 Form will be maintained electronically.

The accident/injury table will indicate what job task was involved in the incident and the injury type. This information will allow the SESDA II Group Safety Representatives to trend and evaluate the specifics of the site or group accidents and injuries. Should the data indicate a trend (e.g., numerous eye injuries), the SESDA II Group Safety Representative or the SESDA II Safety Manager will evaluate the root cause(s) and determine what proactive measures will be implemented to correct the trend. Even if the events are unique and independent, an awareness campaign for the site will be adopted. This could involve Toolbox Safety Meetings on PPE or Safety Alerts posted on bulletin boards. The emphasis would be on eye safety to eliminate any future events. Tiger Teams could be initiated to improve the process through safety re-engineering.

In support of site-wide trend analysis performed by the Government, the following topics, reports, or events will be trended and made available electronically monthly:

a. **Accident/Incident Summary Report**: In addition to the OSHA 300 Form, ***TEAM ADNET*** will document the accidents, injuries, fires, mishaps, or accidents as required by GSFC. The Accident/Incident Summary Report will be completed monthly and submitted to the SESDA II Program Manager, SESDA II CO/Contracting Officer Technical Representative (COTR), and GSFC Safety and Environmental Division Office on or before the 10th day of the month following each month reported. In this report, we will describe all new and open mishaps, including vehicle incidents, injuries, fires, and other close calls in summary form with current status.
b. **Log of Occupational Injuries and Illnesses**: This form will be kept current within the parameters of the law (in accordance with OSHA 1904.5), which requires companies to reflect all cases within 7 workdays of occurrence. A copy of this log will be submitted (under separate cover letter) to the SESDA II CO/COTR and the GSFC Safety and Environmental Division Office (Mail Code 250) on or before February 15th of the year following the documented report period. Even if no injuries or illnesses occurred in the calendar year, zeros will be entered on the totals line and the form posted prior to February 28 each year. The

OSHA 300 Form(s) will be retained for 5 years following the end of the year to which they relate. The OSHA 300 Form will be maintained electronically within a protected database and hardcopies will be made available to employees (Feb 1 – April 30).

c. **Facility Safety Deficiencies Per Inspection**: Documented on a monthly log and presented at monthly staff meetings.
d. **Closeout Activities/Delays in Closeout**: Documented on a monthly log, presented at monthly staff meetings, and tracked until closure.
e. **Close Calls Reported By Month, By Building, By Group**: Documented on a monthly log presented at monthly staff meetings and reviewed at Monthly Operations Review (MOR) with ADNET Leadership.
f. **Property Damage**: Reports will be forwarded to the SESDA II Program Manager for action and placed into the Close Call database when applicable.
g. **First-Aid Cases**: Documented on a monthly log, presented at monthly staff meetings, and tracked to discover emerging accident trends.
h. **Wellness or Health Events**: Documented on a monthly log, presented at monthly staff meetings, and forwarded to ADNET Headquarters for action.
i. **Major Safety-Related Accomplishments**: Documented on a monthly log, presented at monthly staff meetings, and forwarded to ADNET Headquarters for action.

In addition, a Quarterly Safety and Health Report specifying incidents, disabling injuries, lost work days, incident rate, days lost, property damage cost, man-hours worked/month, and total employees.

A template is available at http://safety1st.gsfc.nasa.gov.

TEAM ADNET Safety & Health

FACILITY SAFETY ISSUES

Building:_____ **Group:**_____ **Date:**_____

Facility Safety Issues Per Inspection

Items of discussion/Action To be Taken

➢

➢

➢

➢

Meeting Attended by:

Supervisor's Signature: _____ **Date:** _____

TEAM ADNET Safety & Health

CLOSEOUT ACTIVITY LOG

Building:_____ **Group:**_____ **Date:** _____

Closeout Activities/Delays in Closeout

Items of discussion/Action To be Taken

➢

➢

➢

➢

Meeting Attended by:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Supervisor's Signature: _____ **Date:** _____

TEAM ADNET Safety & Health

CLOSE CALL LOG

Building:_____ **Group:** _____ **Month:** _____

Close Calls

Items of discussion/Action To be Taken

➢

➢

➢

➢

Meeting Attended by:

Supervisor's Signature: _____ **Date:** _____

5.0 HAZARD PREVENTION AND CONTROL

5.1 GENERAL

Identified hazards will be eliminated or controlled. Lessons Learned and Best Practices are shared openly during ***TEAM ADNET*** S&H communications meetings. Discrepancies and corrective actions will be collected and forwarded to IRIS for risk management purposes. The SESDA II Safety Manager will perform this duty as required. Hazards will be tracked internally until eliminated or controlled. The process for the correction of hazards is described in paragraph 3.3.

5.2 APPROPRIATE CONTROLS

5.2.1 General

Hazardous conditions can be prevented and controlled by training, design reviews, safety analyses, safety walkthroughs, inspections, and readiness reviews.

All hazardous situations will be brought to the SESDA II Program Manager's attention as soon as they are identified. Those that pose a high risk will be mitigated immediately. All hazardous conditions of lesser risk will be collected and maintained on the Close Call Report to be resolved at a later date. To ensure safety and mission success, SESDA II leadership has directed that an employee risk management process be initiated. All projects or similar activities will follow the *SESDA II Risk Management Plan*. ***TEAM ADNET*** will team with Code 250, Safety and Environmental Services and emergency authorities at NASA to provide the highest level of control over hazards.

When hazards are defined, they will be mitigated or controlled in the following order of precedence:

a. Eliminate the hazard whenever possible.
b. Design the hazard out of the system.
c. Incorporate safety devices and controls.
d. Provide caution and warning devices.
e. Develop procedures and training.
f. Use and/or wear PPE.
g. Safety re-engineering of processes, where possible.

5.2.2 Hazardous Operations

5.2.2.1 Policies and Procedures

Hazardous operations at GSFC (or facilities under its control) that are controlled by ***TEAM ADNET*** require a written operating procedure (check sheet) that must be reviewed and approved by the SESDA II Safety Manager and/or the Safety Official. NASA policy will serve as a guide for defining, classifying, and prioritizing hazardous operations. The CO and the SESDA II Program Manager or designee will decide jointly which operations are to be considered hazardous, with the CO as the final authority. Procedures will be written in a manner that provides maximum protection to personnel and hardware, and provides appropriate warning and caution notes preceding the critical function. All employees will be trained on hazardous operations during new hire orientation and at the work site when new chemicals are introduced. Hazardous procedures shall be marked Safety Critical on the title page to alert personnel that

strict adherence to procedural steps and safety precautions are required to ensure safe accomplishment. Hazardous procedures will incorporate necessary emergency reaction/back-out steps as warranted. Upon request, the CO will have access to any contractor data needed to verify compliance or implementation of this hazardous operations directive.

Table D-2 contains a list of hazardous conditions that have been identified at SESDA II locations.

Table D-2. SESDA II Hazardous Operations Matrix

SESDA II Hazardous Operations	GSFC
Asbestos	★
Radiation - Non Ionizing	★
Confined Space Entry	★
Electrical Safety (Low/High Voltage and Equipment)	★
Fall Protection	★
Hot Work/Flame Permits	★
Lockout/Tagout (LOTO) Procedures	★
Hazardous Operations	★

The following tags and permits have been authorized to aid in the prevention of injury to personnel or damage to equipment. This is not an all-inclusive list and is subject to change as task and/or requirements of the SESDA II Contract change. When hazard analysis or job analysis indicates new or revised tags or permits are warranted, the SESDA II Safety Manager will be responsible for developing them:

a. Confined Space Entry Permit: A Confined Space Entry permit is used to allow entry into permit-required confined spaces and stipulates the conditions under which personnel may enter without endangering their life, health, and safety.
b. Hazardous Operations Permits (HOP) Procedure: An HOP or procedure is used for hazardous operations not covered by hot-work/welding/cutting permit and Confined Space Entry permits.
c. Test in Progress. Do Not Operate - A test in progress tag with the current date of installation is used to indicate that systems are configured for testing operations as stipulated by the various checklists and procedures. The tag also has the name of the individual configuring the test and ensures that all systems required for the safety and operational integrity of the facility are capable of the intended function.
d. Danger Do Not Operate Tag: This tag is used in conjunction with LOTO operations and in compliance with other OSHA requirements to control significant hazards that cannot be immediately eliminated.
e. LOTO Tag: A prominent warning device, such as a tag and a means of attachment, which can be securely fastened to an energy isolating device to indicate that the energy isolating device and the equipment being controlled may not be operated until the Tagout device is removed. The tag is designed to be self-locking and requires a minimum unlocking force of 50 pounds or mechanical means to remove it.

Any area determined to have chemicals or physical agents that are potentially hazardous or toxic to health will have a hazard analysis performed to determine the risks related to the materials. Operations that have the potential for exposure of employees at or greater than the Permissible Exposure Limit will have an area survey conducted or monitored for initial assessments. If warranted, ***TEAM ADNET*** employees performing those operations will be enrolled in a Medical Surveillance Program.

5.2.2.2 Change Management Process for Hazardous Operations Procedures

Any change or deviation from Safety Critical procedures that may increase the hazard level of operation to personnel, facilities, or hardware requires prior approval from the SESDA II Safety Representative and the Safety Official before implementation of the change.

5.2.3 Written Procedures

TEAM ADNET policy requires the preparation and use of written procedures for all hazardous operations performed by its employees. This includes testing, maintenance, repairs, and handling of hazardous materials and hazardous waste.

Safety assessments shall be accomplished early in the development of procedures or the design of a facility, equipment, or process. Specific safety requirements shall be included in the written procedures for each hazardous operation or operations where safety controls are required. Each procedure shall include the safety equipment requirements, emergency procedures, permit requirements, and specific task direction. In addition, each procedure shall state the required training and certifications, in addition to medical requirements for the task.

All hazardous operations will be monitored by SESDA II Safety Officer.

Once the appropriate baseline studies are completed, the next step is to implement processes. ***TEAM ADNET*** recognizes that this continuous improvement strategy uses lagging indicators defined by its historical performance and makes changes based on the results of these historical outcomes. The evolution of our strategy peaks with the risk-based management approach. With the addition of a risk-based S&H management approach, leading indicators are added to the SESDA II system for managers to measure their performance against set guidelines before their working group sustains losses (accidents, injuries, property loss, etc.). These leading indicators will help to predict the future losses. The SESDA II Program Manager and the SESDA II Leadership Team will be in the position to take corrective action based on information gained from these leading indicators. An example of one of ***TEAM ADNET***'s Maturity Paths (a leading indicator document) is presented in **Table D-3.**

Table D-3. *TEAM ADNET* Maturity Path Worksheet Inspections

Beginning	Improving	Succeeding	Leading
Safety inspections conducted only by S&H Representative.	Some inspection participation by Site Leadership Team Members.	Periodic inspections scheduled and conducted by cross-functional teams.	Weekly safety inspections conducted with participation at all levels of the organization.
No appreciable focus on unsafe acts.	Some focus on unsafe acts.	Inspections routinely address unsafe acts as well as unsafe conditions.	Strong emphasis on both safe and unsafe acts.
Inspection results not communicated.	Some inspection results communicated.	Inspection results routinely communicated.	Inspection results routinely communicated and highly visible in the site culture.
No metrics.	No metrics.	Some metrics maintained on inspection results (e.g., number of findings).	Metrics tracked and routinely used to drive behavior changes (e.g., RCCA).

The SESDA II Safety Team will be responsible for the following:

a. Developing System Safety Analyses to identify conditions that could result in damage to facilities/systems/equipment and/or injury to personnel.
b. Ensuring that identified hazards have been resolved properly by maintaining a tracking system that provides status and closure of identified hazards.
c. Preparing the risk acceptance rationale for the retention of hazards. Preparing and maintaining risk management data, as it pertains to safety, for management overview and decision-making purposes.
d. Presenting their data on a scheduled basis as set by the Program Manager.

5.2.4 Protective Equipment

5.2.4.1 General

PPE will be used when necessary for specific operations. Personnel who use this equipment will be trained and properly fitted to the equipment to ensure maximum protection. Our policy is to use PPE only when the hazards cannot be controlled or eliminated through design or procedures. A documented workplace hazard assessment will be conducted to first determine if hazards are present, or are likely to be present, which necessitate the use of PPE. Assessments will be updated prior to introducing new processes, before process modifications, and following related incidents. The Group Safety Representative or other competent person will certify workplace hazard assessments. Certification will minimally consist of a statement that includes a description of the workplace/tasks evaluated, name(s) of person(s) performing the assessment, assessment date(s), and the person certifying the hazard assessment.

It is the responsibility of all supervisors to ensure that required PPE is available, used, stored, and maintained by their personnel, as well as to keep the formal records of personnel training and PPE inspections and maintenance. Every supervisor will ensure that personnel are trained in the proper use and maintenance of PPE in accordance with the manufacturer's recommendations and regulatory requirements through individualized training, group sessions, or training classes such as those offered by ***TEAM ADNET***, GSFC, and the NASA Safety Training Center. Additional guidelines and instructions are available through the ADNET Safety, Health and Environment Plan within the PPE Section. Some PPE (respiratory protective equipment, laser eyewear, fall protection [tower certification], etc.) requires that employees be medically qualified to use the equipment. This too will be directed by each employee's supervisor. Some PPE mandates Fit Testing of the employee to verify that the proper protection factors have been attained. Operating procedures and work rules specify the dress codes and requirements for PPE. In addition, only approved safety guards and devices furnished by ***TEAM ADNET*** or the Government will be used.

ADNET or its subcontractors will provide protective clothing and equipment for protection from injury or adverse environmental conditions when its use is required. The purchase of and reimbursement for approved PPE is controlled by company policy. This equipment will be replaced when it reaches its usable lifetime or when damaged beyond repair. Commonly required protective clothing and equipment items include safety goggles and safety glasses, welding helmets and shields, safety shoes, aprons, suits, gloves (leather, rubber, synthetic), protective headgear (hard hats), and face shields. We will ensure proper use, care, maintenance, and storage of the protective clothing and equipment by thorough training of our team members and by using

approved procedures. Disciplinary actions may be taken for employees who fail to use and/or maintain required PPE.

TEAM ADNET has adopted the standards for GSFC in regards to the selection and use of PPE and in accordance with the following applicable OSHA Title 29 Code of Federal Regulations (CFR) 1900 Standards:

a. 1910.132, General Requirements.
b. 1910.136, Foot Protection.
c. 1910.133, Eye and Face Protection.
d. 1910.138, Hand Protection.
e. 1910.135, Head Protection.
f. 1926.502, Fall Protection Systems.

Requirements outlined in this document apply to all SESDA II sites. These sites include the following locations:

a. GSFC, Greenbelt, Maryland.
b. HQ, Washington, DC
c. LBA project office in Brazil

5.2.4.2 ADNET Purchasing Personal Protective Equipment

Employees who are required to wear eye protection and/or prescription glasses may purchase prescription safety glasses. ADNET will reimburse their employees up to $100.00 towards the cost of prescriptive safety eyewear in accordance with ADNET Policy. The employee must pay for their own eye examination in accordance with their existing insurance policy.

Employees are entitled to up to $100.00 reimbursement for the purchase of required safety shoes in accordance with ADNET Policy. Safety shoes are issued to qualified employees every two years. Safety shoes will be replaced when worn beyond repair if the manager determines that the work performed caused unusual and excessive wear. The manager's approval must be obtained prior to the purchase of the replacement safety shoes and a valid receipt must be provided prior to reimbursement.

Employees are advised that PPE devices alone should not be relied upon to provide protection against hazards, but should be used in conjunction with equipment guards, engineering controls, and sound work practices.

5.2.4.3 Personal Protective Equipment Selection Criteria

a. Foot Protection. In accordance with OSHA 1910.136, dated May 9, 1996, employees will wear foot protection in areas where objects may fall, crush, puncture, or pierce their feet (i.e., lifting floor tiles, moving furniture). The following areas are required to obtain PPE (safety shoes):

    1. Hardware Maintenance.
    2. Logistics.
    3. Facilities

b. Head Protection. In accordance with OSHA 29 CFR 1910.135, dated May 1, 1996, each employee will wear protective head gear when working in areas where objects may fall or cause injury to the head (i.e., working above ceilings or where conditions exist for scalp

abrasions and lacerations due to minor bumps). The following areas are required to obtain PPE (hard hats):

1. Hardware Maintenance.
2. Logistics.
3. Facilities

c. Hand Protection. In accordance with OSHA 29 CFR 1910.138, dated April 6, 1994, each employee will wear gloves when working in areas where the hands are exposed to being pinched or caught, or where conditions exist for abrasions and lacerations, skin abrasions, chemical burns, thermal burns, and harmful temperature extremes. The following areas are required to obtain PPE (hand protection):

1. Hardware Maintenance.
2. Logistics.
3. Facilities.

d. Eye and Face Protection. In accordance with OHSA 29 CFR 1910.133, dated May 24, 1996, eye protection is required to be worn by all affected employees, to protect the employee's sight against eye hazards. Depending on the work, the following protective eye wear can be purchased:

1. Glasses/Side Shields used in areas to protect the eye from flying particles (i.e., soldering).
2. Chemical Splash Goggles used in areas such as photo labs or battery rooms or where there is a potential for chemicals to splash into the eye.
3. Face Shields used in areas where there is a potential for chemicals to splash on the face, neck or eyes.
4. Welding Goggles used in areas where there is a potential that fragments, metal particles, or other welding materials could enter the eyes.

The following areas are required to obtain PPE equipment (eye and face protection):

1. Hardware Maintenance.
2. Logistics.
3. Facilities.
4. Electronic repair and installation tasks.
5. Chemical transfer operations.
6. Machining, grinding, or woodworking tasks.

e. Fall Protection. In accordance with OSHA 29 CFR 1926.502, the following areas are required to obtain PPE (fall protection systems):

1. Hardware Maintenance.
2. Logistics.
3. Facilities

5.2.5 Hazardous Operations Permits (HOPs)

5.2.5.1 General

The SESDA II Safety Manager will present an updated list identifying facilities, operations, and/or tasks where HOPs will be required as specified in the Center's local requirement. All ADNET personnel and subcontractors will adhere to established NASA Center procedures.

HOPs will be controlled by each resident Safety Representative (Group Safety Representative or Building Safety Coordinators) and will be issued only for a specific length of time (not to exceed 5 working days). Tasks that require permits of longer duration must receive permission from the Safety Specialist after a formal review is completed to investigate the duration requirement. All permits will clearly display the period of its use, responsible party(s), and emergency phone numbers within the body of the permit. Permits will be returned to the issuing official after use for filing and investigative purposes.

It is essential that environmental hazards, which can cause accidents, illness, discomfort, or fatigue, be recognized and controlled. For that reason, GSFC administers an Industrial Hygiene Program designed to prevent occupational injury and illness, conserve health, and ensure a work environment that promotes maximum performance. The Industrial Hygiene Office is located in Building 97 at GSFC. ***TEAM ADNET*** supports this effort and will use industrial hygiene support whenever concerns of an environmental hazard are suspected. ***TEAM ADNET*** also has the ability to call on its staff of contracted Certified Industrial Hygienists to assist when required.

5.2.5.2 Operations Involving Potential Asbestos Exposures

TEAM ADNET will comply with the Center's Asbestos Control Program as established in local policy. The Center's Industrial Hygiene Office will be contacted by phone by the Group Safety Representative or Building Safety Coordinator whenever sampling of suspected asbestos material, asbestos location surveys, or air monitoring is required.

5.2.5.3 Operations Involving Exposures to Toxic or Unhealthful Materials

All SESDA II operations involving the possible exposure to toxic or unhealthful materials must be evaluated by the NASA Occupational Health Office and must be properly controlled as advised by their office. The NASA Occupational Health Office will be notified by the Group Safety Representative or Building Safety Coordinators prior to the initiation of any new or modified operation which potentially may be hazardous to the health of a ***TEAM ADNET*** member, NASA employee, visitor, and the general public.

5.2.5.4 Operations Involving Hazardous Waste

For the life of this contract, it will be the responsibility of every ADNET employee and subcontractor to report operations that may generate reportable waste to the SESDA II Safety Manager, Group Safety Representative, Department Safety Coordinator, or Supervisor. He or she will contact the Center's Environmental Services Office immediately for direction. All hazardous waste generated within the performance of this contract will be removed through the site's (NASA's) own removal program. Operations that occur on site will be evaluated by the Center Environmental Program Management, Greenbelt Environmental Team (Code 250), and will be properly controlled as advised by their office. The GSFC Greenbelt Environmental Team will be notified prior to initiation of any new or modified hazardous waste operation on site(s). As part of ***TEAM ADNET***'s cradle to grave approach, the team and its members will:

a. Review our projected inventory to recognize when the amount of chemicals that have been received may create a reportable level of hazardous waste.
b. Set warnings for quantity and time restrictions on containers and storage areas where required.

5.2.5.5 Operations Involving New or Modified Emissions/Discharges to the Environment

In support of the SESDA II contract, it is the responsibility of every ADNET employee and subcontractor to report operations that may generate new or modified emissions/discharges to the SESDA II Safety Manager or their local Group Safety Representative. He or she will contact the Center's Environmental Services Office immediately for direction. Operations that occur on site will be evaluated by the Center Environmental Services office and will be properly controlled (as advised by their office). The Center Environmental Services office will be notified by the SESDA II Safety Manager or their local Group Safety Representative prior to initiation of any new or modified tasks that may create new or modified emissions/discharges on site. Our goal is to provide sufficient lead-time for processing permits through the appropriate State agency and/or the EPA. ADNET has had a long-standing goal of reducing or completely removing materials that generate hazardous waste. In regards to potential substitutes, ADNET uses the EPA Integrated Solvent Substitution Data System (ISSDS) at http://es.epa.gov/issds/ and other EPA resources offered through the Pollution Prevention and Stratospheric Ozone Protection programs. SESDA II personnel will also adopt all NASA, GSFC, and local procedures and directives concerning waste reduction.

5.3 Maintaining Facilities Baseline Documentation

TEAM ADNET recognizes the requirement for maintaining and updating facilities baseline documentation. A main issue for facilities management is maintaining current as-is documents that reflect a facilities status exactly as they are today. The NASA and SESDA II mission may demand ongoing space consolidation, constant facilities modifications, and adherence to new strict regulatory measures. As assets increase and resources decrease, it will take a team effort to meet this challenge. ***TEAM ADNET*** will take actions to minimize all possible synchronization errors between GSFC's central site facilities baseline and those of local facilities. Where required, the SESDA II Program Manager (or Task Leader) will implement any facilities baseline documentation tasks (including safety engineering) as approved by NASA or as required by Government direction.

5.4 Preventive Maintenance

TEAM ADNET will continue to use Reliability-Centered Maintenance (RCM) as the basis of our preventive maintenance program. RCM is now widely used by NASA and ADNET, and has proven to be an efficient and cost-effective maintenance strategy. ADNET will initiate a baseline preventive maintenance program from all facilities, systems, and equipment. Our existing preventive maintenance programs throughout ADNET have established scope and frequencies. By using an RCM-based maintenance program, ***TEAM ADNET*** will improve equipment reliability and availability, reduce preventive and reactive maintenance, extend equipment life, and reduce maintenance costs. Maintenance program status will be routinely reported to NASA. Major concerns will be communicated immediately. Major design changes (proposed) or operational concerns will be brought to the attention of the CO/COTR/Configuration Management Office. ***TEAM ADNET*** will join with NASA to construct meaningful Safety Alerts and Flash Messages to help make the NASA community aware of these concerns or discrepancies.

5.5 MEDICAL PROGRAM

5.5.1 General

TEAM ADNET is vitally concerned with providing for the occupational health and safety of its employees. The prevention of work-related illness and injury depends on awareness of risk, control of the work environment, proper use of protective equipment, and careful attention to safe work practices. ***TEAM ADNET*** is committed to providing a safe work environment and promoting healthful and safe work practices for every employee. Everyone within the Corporation and its subcontractors shares the responsibility for occupational health and safety.

With the implementation of a physical requirement standard, ADNET ensures that the health of its employees will be at a level which will permit them to safely perform job-related assignments under conditions that vary from sedentary to maximum exertion.

Normal work conditions also require the employee to perform in a reliable manner under adverse conditions. Routine assignments may require employees to enter work sites to observe and work with other employees performing tasks that may place them at risk. This includes working at heights; working underground; working in confined spaces; working in emergency situations; and working in environments with extreme weather, chemical, physical, and biological hazards. Many of these hazards are regulated by established OSHA or NASA standards that require the use of protective equipment and/or routine medical monitoring. The proper use of PPE requires an evaluation of the wearer's physical ability to utilize the equipment safely, and without adverse effect to the wearer's health. Annual physical examinations may be required for employees who have been placed at risk due to the equipment they operate or the tasks they perform.

TEAM ADNET will provide and maintain an employee wellness program that encompasses wellness, fitness, health risk assessments, stress reduction, employee assistance, and disability management during the SESDA II support contract. The wellness program is promoted by all ***TEAM ADNET*** Leaders. All SESDA II subcontractors are encouraged to participate in these programs as well.

TEAM ADNET has adopted Honeywell's Medical Standard Operating Procedures for first aid at all of the SESDA II contract sites. An example ADNET Medical Standard Operating Procedure is shown in **Table D-4**. An example of the ADNET First Aid Report Form is shown in **Figure D-11.**

In case of an emergency while on GSFC property, ADNET employees and subcontractors will dial 911 or 301-286-8080 (On non-ROLM phones (i.e., construction sites, analog lines, off-site phones, and cellular phones)) to activate the GSFC emergency response system.

Table D-4. ADNET Medical Standard Operating Procedure

First Aid Procedures ALL WORK RELATED INJURIES/ILLNESSES MUST BE REPORTED IMMEDIATELY	
1.	Each site must have at least one "certified" first aider available for each shift.
2.	Each site must stock the first aid kit(s) with items that are appropriate to the hazards present in the facility.
3.	First aid kits are required to be under the control of designated individuals (first aider, supervisor, etc.) in order to ensure it is properly maintained and stocked.
4.	Usage of the contents is limited to injuries or medical conditions that occur while at work. Contents are not intended to be used as stock for personal first aid kits.
5.	The individual "First Aid Report Form" must be completed by all individuals using items from the first aid kit.
6.	Over the counter medication should not be dispensed by the first aider. The employee should be allowed to select and sign for the medication they have chosen.
7.	Any injury requiring medical attention beyond first aid must be referred to the designated medical provider by the S&H Representative and reported to the Supervisor.
8.	Any exposure to bodily fluid during first-aid must be properly cleaned / washed and reported to your Supervisor.
9.	Completed "First Aid Report Forms" must be reviewed on a routine basis to identify trends that may be indicative of a condition or hazard in the work area requiring corrective action.
10.	Since first aid is a "Good Samaritan" activity, and as such is to be performed within the scope of the individual's training and local regulations, no medical directives are provided.

ADNET SYSTEMS, INC.
Information Technology and Telecommunications Services

Contract Site Name Here _____

FIRST AID MEDICAL REPORT

SAMPLE

Date	Time	Name (Please print)	Reason Give brief description.	Work Related (Yes or No)	Personal (Yes or No)	Item Dispensed
						Medication :_____ First Aid Supply: _____ Other: _____ TSCA (8c): Yes/No (Circle one.)

Figure D-11. ADNET First Aid Report Form

5.5.2 Medical Examinations

With the establishment of OSHA in 1970, the Federal Government began to mandate the basic elements of medical surveillance for a number of chemical and physical stressors in the workplace. Regulatory compliance examinations will be used to provide medical data to meet legal and regulatory requirements. Occupational medical surveillance examinations will be used to provide baseline and periodic measurements to detect abnormalities in ***TEAM ADNET*** workers exposed to work-related health hazards. The goal is to provide this service early enough to prevent or limit disease progression by exposure modification or medical intervention. Medical surveillance examinations are secondary prevention measures. Some PPE (respiratory protective equipment, laser eyewear, fall protection [tower certification], etc.) requires that employees be medically qualified to use the equipment. All medical examinations will be performed or directed by the ADNET (or subcontractors) Medical Director.

The current listing of required Regulatory Compliance Examinations are as follows:

a. 29 CFR 1910.95, Noise.
b. 29 CFR 1910.120, Hazardous Waste/Emergency Response.
c. 29 CFR 1910.134, Respiratory Protection.

TEAM ADNET has identified the following tasks or processes that also require medical examination and or surveillance:

a. Fall Protection, Tower Climber certification physical.
b. Laser use, eye examination only (American National Standards Institute [ANSI] Z136.1).
c. Lead exposure (OSHA 29 CFR 1910.1025(j)/1926.62).
d. Silica exposure.
e. Fitness for duty.
f. Asbestos abatement or removal activities.
g. Organophosphate and carbamate pesticide application.
h. Health care workers (doctors, nurse, Emergency Medical Technician, etc.).
i. Food handlers.
j. Drivers Exam (Department of Transportation requirement).
k. Firefighters, National Fire Protection Association (NFPA) Standard 1582.
l. Post-exposure to blood-borne pathogens (first-aid provider).
m. Deployments to remote locations that require a physical prior to travel (e.g., Brazil).

Workers identified for medical surveillance will receive pre-placement and annual examinations. Termination of exposure and/or employment medical surveillance examinations may be required. Emergency exposure examinations may be done to evaluate for acute effects. All medical examinations will be performed at the direction of the ADNET (or subcontractors) Medical Director. As required by law, a copy of all findings will be made available to the employee or his/her legal representative.

5.5.3 Cardiopulmonary Resuscitation, First Aid, and Emergency Response

Both Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) are taught routinely to ***TEAM ADNET*** members. Certain tasks mandate that at least one person trained in CPR/AED is present during the performance of that task. Competent emergency medical care, if provided on-site, is certified to at least the basic first aid and CPR levels. All members of our workforce are aware of how to obtain competent emergency medical care.

TEAM ADNET will abide by the emergency guidelines that are in place at GSFC and follow the local protocols as called out in the GSFC Emergency Management Plan, GPG 1040.6.

Emergency Preparedness and Response

Emergencies include medical emergencies, fires, smoke, and inadvertent releases of hazardous materials into the environment or any other situations that present a hazard to people, property, or the environment.

Ringing bells or pulsed horns and white strobes are for building evacuation. When the alarm sounds, all personnel are required to immediately exit the building (follow your building's Emergency Action Plan).

A continuous sounding buzzer or horn indicating a condition requiring immediate attention is a warning alarm (GSFC only). Check your area to see if an emergency exists and use a fire alarm pull station if necessary. Follow your building's Emergency Action Plan.

Only employees trained to use fire extinguishers should attempt to extinguish an incipient stage fire. The safety of you and your fellow employees is always the most important consideration.

Report Any Emergency by Dialing 911 or 286-8080 at Goddard Space Flight Center

Emergency response systems are activated through the reporting of emergencies, either by phone, automatic fire alarms, or activation of manual pull stations. The type of emergency determines the level of response.

At GSFC, the GSFC Security Force provides first response emergency medical treatment. The Prince George's Fire Department (PGFD) provides emergency medical response and transport, fire suppression and hazardous materials response support to Goddard.

6.0 EMERGENCY RESPONSE

6.1 GENERAL

TEAM ADNET is dedicated to the protection of its employees from emergencies such as extreme weather conditions, hurricanes, tornadoes, fires, and acts of terrorism. When emergencies do occur, our Emergency Action Plan (EAP) will be initiated. This EAP will be in place to ensure employee safety from emergencies during regular hours and after hours. It will provide a written document detailing and organizing the actions and procedures to be followed by employees in case of a workplace emergency.

6.2 EMERGENCY ACTION PLAN

OSHA's EAP requirements, found in 29 CFR 1910.38, require ***TEAM ADNET*** to have a written EAP for the SESDA II Contract. Our contract objective during emergency situations is to have detailed plans, procedures, and resources in place on our first full day of contract performance for personnel build-ups and procurement capability to respond rapidly and effectively to intensive workloads produced by natural disasters, major accidents and threats from external forces. The SESDA II Emergency Response and Disaster Recovery Plan (ERDRP) will address emergencies that our team expects may reasonably occur at any of our SESDA II Contract or service sites. The SESDA II ERDRP will be available 30 days after contract commencement.

SESDA II ERDRP

Contingency Planning. Within 30 days following contract award, we will develop and submit for Contracting Officer concurrence a comprehensive plan for mobilization contingencies. Our plan will outline the methods we will use to support the Government's Contingency Plans for various specified situations. We will develop specific contingency plans to include all major functions that are vulnerable for such events as mobilizations, natural disasters, labor disputes, major system and equipment failures, work area closures, and requirements specified by the Contracting Officer. We will provide around-the-clock uninterrupted service in support of the contract and eliminate impacts of maintenance and repair delays to the GSFC SESDA II mission. Program Management will prepare and submit for Contracting Officer review and concurrence any proposed changes to the plan prior to implementation.

Our PM will be responsible for overseeing the preparation of our contingency plans. Program Management personnel will provide smooth, efficient, and reliable control of all elements of work and will maintain continuous liaison with all included parties. Program Management personnel will receive, assign, control, and report all work accomplished under emergency conditions and will maintain complete files of labor, equipment, and materials expended. These files will be available online to all authorized users. We will provide work management and control services on 24/7 basis and will increase the regular staffing in Program Management as necessary to fit mobilization conditions. The Program Management Office will serve as the nerve center for emergency operations.

Notification of Center Emergency Forces. In the event of an emergency, the PM will implement our contingency plan for the specific emergency. As a first step, the PM and Program Management personnel will activate the notification roster. This roster will contain all GSFC key personnel specified for the type of emergency and GSFC SESDA II key personnel specified in

Incident Command System Plans, including the emergency dispatcher, safety hotline, director's safety hotline, and others.

The following is just a partial list of events that will be covered:

a. Critical Business Systems Continuance.
b. Emergency Situations.
c. Fire.
d. Chemical Spills.
e. Severe Weather.
f. Bomb Threat.
g. Civil Disturbance.
h. Destructive Earthquake.
i. Act of Terrorism.
j. Shelter-in-place Condition.
k. Sniper Attack/Drive By Shooting (Shooting Rampage).
l. Workplace Violence.
m. Assault/Threatening Behavior.
n. Extortion, Kidnapping, and Hostage-Taking.
o. Weapons in the Facility.
p. Aircraft/Vehicle Crash (on-site, near facility).
q. Flood.
r. Lightning.
s. Electrical Outage.
t. Evacuation.

The SESDA II EAP will communicate to all team members, policies and procedures to follow in emergencies. This written plan will be reviewed annually and be available upon request, to employees, their designated representatives, and any NASA or OSHA officials who ask to see it. ***TEAM ADNET*** will abide by the emergency guidelines that are in place at GSFC (or sites under its control) and follow the local protocols. Considering all of ADNET's geographically dispersed sites, we have made it clear to all employees how to gain access easily to the EAP.

TEAM ADNET will hold drill exercises on an annual basis (as a minimum) or as required/requested by the GSFC Safety and Environmental Division (Code 250). After a drill, the SESDA II Program Manager and/or Plan Administrator judges the effectiveness of the plan and reviews any employee input concerning the drill. Employees performing the drill may identify something that did not follow procedure or was ineffective. For example, they may discover doors that would not open; they may enter storage closets instead of exiting; they may get lost and confused and not report to their assigned point. The input and final drill report will be presented to the SESDA II leadership, and used to correct the site-specific plan and initiate corrective actions.

6.3 Emergency Communications

In case of an emergency, ADNET employees and subcontractors will dial 911 to activate the Emergency Response System.

6.4 Accidental Release of Hazardous Chemicals

In the event of an accidental release of hazardous chemicals, an evacuation will be required if the release were of a significant amount to cause, or have potential to cause, harm to employees. After it is determined that there is an actual hazardous chemical emergency, the Program Manager (or designated official) will be notified and make the decision to evacuate. ***TEAM ADNET*** will comply with the requirements of 29 CFR 1910.120, Hazardous Waste Operations. The spill will be immediately reported to the GSFC Safety and Environmental Division (Code 250), and responders will follow directions provided within applicable GSFC or local procedures. All efforts will be made to evacuate personnel from the scene and contain the spill until the Goddard Emergency Response Team or local emergency response teams arrive.

6.5 Emergency Evacuation

TEAM ADNET policies and procedures require that all persons in a facility evacuate that facility any time the fire alarm or resident alarm system is activated. Persons with a disability may not be able to evacuate unassisted. Therefore, they should inform another person that assistance may be necessary during a fire alarm activation. Many locations may provide an Area of Refuge and special procedures for their use. Our EAP establishes procedures for emergency evacuation of persons with disability from offices and other occupied buildings. Our plan is in compliance with NFPA 101 Life Safety Code, the Americans with Disabilities Act, and ANSI A117.1.

6.6 Incident Commander

Incident Commander (IC) is the title given to the individual who is in charge of the actual scene of the emergency. This will vary depending on the nature of the incident and who the initial responders are (generally, the IC will be either the Senior Safety and Health professional or Security Officer present). In a prolonged emergency, the first responders will establish an Incident Command Post in a safe location near the scene for the IC to manage the tactical response operation. ***TEAM ADNET*** Acting IC will brief responding rescue personnel and turn over his/her position to the responsible NASA official.

Emergency planning for ***TEAM ADNET*** personnel is in accordance with the guidelines contained in the NASA Safety Manual, NPR 8715.3. Contract personnel are trained in all disaster response procedures as part of the employee safety program. All ***TEAM ADNET*** personnel will review GPG 1040.6 to acquire and maintain knowledge of emergency actions and systems as they apply to GSFC. This is normally completed during initial new hire orientation and periodically briefed by various communications at least annually.

6.7 Emergency Notification Requirements

Notification of incidents, emergencies, and other issues requiring expeditious notification of support elements will be made through the Emergency Console. These response elements include the following:

a. Fire.
b. Medical.
c. Public Affairs Office.
d. Safety and Environmental.
e. Security.
f. Facility Operations Management.
g. Office of Chief Counsel.

The Emergency Console has the capability to contact any functional group (on center) through the group's contact/recall roster.

Emergency Console (Building 24 at GSFC): Phone 911.

GSFC's (and other sites) Emergency Response Plans will be incorporated into the Day 1 training that will be given to all ADNET employees and subcontractors. This training will prepare them to act quickly when an emergency situation occurs.

7.0 SAFETY & HEALTH TRAINING

7.1 GENERAL

All employees working under the SESDA II contract will receive a comprehensive safety orientation, including training in accident reporting, emergency evacuation procedures, and any hazards pertaining to their assignments. Training will be provided upon hire (day 1), prior to reassignment, and at regular intervals, to ensure employee understanding and retention. Where possible, employees will utilize the training classes available through GSFC and other local organizations. An integrated personnel training and certification database, SEMS, will provide a comprehensive employee competency profile that will be used as a tool to perform training needs assessment, plan for training, and track training and certification progress. Our structured approach to training will incorporate Subject Matter Experts to perform position and system–specific training and allow continued mission support without interruptions. All training activities will be documented and available for review.

The SESDA II Safety Manager (assisted by both Group and Building Safety Representatives) will be responsible for coordinating all regulatory-required training. SESDA II Safety Coordinators and Supervisors will be responsible for facilitating monthly training for employees at their work location. The SESDA II Safety Manager will provide topics and materials for training and will use materials available from the GSFC Safety and Environmental Division (Code 250).

7.2 TRAINING REQUIREMENTS

Employees must satisfy minimum requirements for S&H education and/or training in order to carry out their job functions. The SESDA II Safety Manager (and SESDA II Group/Building Safety Representatives and Supervisors) will be responsible for identifying the S&H training needs of SESDA II-based employees (see **Table D-5** for sample questionnaire). As the current incumbent, ***TEAM ADNET*** will access and grandfather in current training needs assessments. This will assist with our seamless transition into SESDA II support. After a careful review, the results of the needs assessments may be updated and used to prepare the site's S&H Training Matrix and Annual Training Plan. JHAs will be used as a primary basis for special training requirements.

Training requirements will also be determined by reviewing hazard, injury, and illness statistics; training records; audits; and employee comments for all operations and tasks. Job training, at a minimum, will include the following:

a. Safe work practices.
b. Potential hazards of the job and the work environment.
c. Location and use of emergency equipment with hands-on evaluations.
d. Emergency, protective, and first-aid procedures applicable to the task.
e. Work-related injuries and illnesses reporting.
f. Identifying and reporting hazards to proper authorities.
g. Safety and health standards, practices, and procedures that are applicable to the job such as LOTO, use of PPE, Respiratory PPE Training, Radiation Safety, Chemical Hygiene Plan, Hazard Communication, and Hazardous Waste Management.

Table D-5. H&S Training Needs Assessment Questionnaire Example

Hazard	Questions	Yes	No
Confined Space (Tunnels, Tanks manholes, vacuum chambers, HVAC equipment)	Do you have employees who are required to enter confined spaces as part of their regular assigned work duties?		
Electrical	Do you have Electricians or Electronic technicians who are at risk for electrical shock?		
	Do you have employees who are required to work with standard electrical equipment without exposed circuits such as office machines, computers and electrical hand tools, or electronics, but are not an electrician or electronics technician?		
Emergency Preparedness	Do you have employees who are required to assist in the safe and orderly evacuation of others in the event of an emergency?		
	Do you have employees who are required by job duties to use portable fire extinguishers in the event of an emergency (E.g. Fire Wardens, Assistant FOM's, computer room personnel)?		
	Do these individuals work in an internal structure (i.e. office building, warehouse, physical plant etc.)?		
Ergonomics(computer, lifting)	Do you have employee's whose jobs require lifting, working in uncomfortable positions, operating vibrating tools, repetitive motions(frequent bending, stooping, or reaching) or whom work at jobs that require using one set of muscles, repeating the same task, or using forceful movements?		
	Do you have employees who are required to use a computer?		
Facility Systems Safety	Do you have employees who are responsible for GSFC facilities (i.e. Alternate FOM, Building Manager etc?)		
Hazardous Materials/Laboratory Safety	Do you have employees who are required to provide technical advice or assist at a hazardous substance release incident?		
	Do you have employees who are to work with lead or lead products (i.e. lead solder)?		
	In the "normal course" of job duties is it reasonable to expect that your employees may become exposed to blood or potentially infectious materials?		
	Do you have employees who work in the vicinity but do not use any hazardous chemicals?		
	Do you have employees who are required to use hazardous chemicals while on the job?		
	Do you have employees whose job requires that they work with hazardous chemicals in a laboratory setting?		
	If so, will these employees participate or be required to participate in an emergency response?		
Hot Work(Welding and Cutting)	Do you have employees who are required to work with oxygen-fuel gas, arc, or resistance welding and cutting equipment?		

Table D-5. H&S Training Needs Assessment Questionnaire Example

Hazard	Questions	Yes	No
Lockout/Tag out of Dangerous Equipment	Do you have employees who are required to perform maintenance or servicing activities on equipment or machinery which involves hazardous energy (electrical, mechanical, pneumatic, gravity, hydro)?		
	Do you have job positions that require the potential operation of a machine or equipment that may be involved in lockout/tag out?		
Machine Maintenance & Operator	Do you have employees whose job description requires the regular use of portable or fixed ladders?		
	Do you have employees who use fixed machinery such as lathes, hydraulic presses, grinders, or machinery which has the potentially exposed points of operation (nip points, cutter blades, etc.) or potentially exposed power transmission equipment (rollers, belts, or shafts) which have guards that prevent physical injury?		
	Do you have employees who operate any power actuated tools?		
	Do you have employees who use wood making tools?		
Personal Protective Equipment	Do you have employees who are required to use/wear personal protective equipment (PPE) as part of their assigned work duties?		
	Do you have employees who are required to read, interpret, and comprehend signage throughout their respective work areas?		
	Do you have employees who may be exposed to noise levels of 80 decibels (GSFC Requirement) or over an 8 hour time period as identified by an Industrial Hygienist?		
	Do you have employees who use/wear a respirator as part of their assigned work duties?		
Radiation (Ionizing & Non Ionizing	Do you have employees who work in or around any portion of a radiation area, but are not a radiation worker?		
	Do you have employees who work with radioactive material, sealed sources, operate an x-ray machine or deal with radioactive waste?		
	Do you have employees who work with or around non-ionizing radiation (e.g. lasers)?		
Lifting Devices (Cranes, Forklifts, etc.)	Do you have employees who work scaffolding, and/or required to work from elevated heights? Do not include the use of ladders in this category.		

In addition to the specific training programs identified through the need assessment process, management will establish procedures to ensure that all SESDA II employees are aware of the following:

a. The importance of conformance with the S&H environmental policy, legal requirements, and GSFC safety directives/policies.
b. Their Health and Safety roles and responsibilities under the SESDA II Contract.

c. The potential consequences (both of injury and disciplinary action) of non-compliance and/or departure from specified operating procedures.

New employees to SESDA II will receive S&H training (as well as the awareness topics noted above) during their new employee orientation. The SESDA II Human Resource Generalist (or their designee) is responsible for coordinating new employee orientation schedules. In addition, employees will receive annual Safety and Health refresher training to cover the awareness topics noted above, as well as to present any changes to SESDA II based processes and procedures.

Jobs requiring specific competence will be identified and competence requirements will be defined in job descriptions/qualifications. Supervisors will be responsible for ensuring that required competence is maintained and for ensuring appropriate S&H training for employees transferred to their departments. Contractor training requirements will be described in the ADNET Safety, Health and Environment Plan.

7.3 Training Frequency

The frequency of training will be based on need in relation to changing equipment, procedures, regulations, processes, and the potential for accident or injury. Training on all equipment will be completed prior to start-up operations. The following situations will require that refresher training be conducted:

a. Validation and re-issue of certifications needed for specific training.
b. Use and care of PPE.
c. New equipment or processes.
d. Revised standard operating procedures.
e. New or revised NASA, Federal, state, or local standards.
f. Increased injury and illness rates, unsafe work practices, or close calls.
g. Revised safety and health policies.
h. Share Best Practices and Lessons Learned to improve SESDA II safety and health processes.

7.4 Training Methods

7.4.1 General

Safety training may be conducted through formal classroom training or through on-the-job instruction or training classes such as those offered by the GSFC Health Unit and the NASA Safety Training Center. Whatever method is used, training effectiveness will be evaluated through testing, line management observation of performance, and injury/illness statistics. Presentations will be tailored (where appropriate) to meet the specific needs of audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). The actual presentation of the topic will be delivered in such a manner that it facilitates retention and use of the training. Training requirements are covered within the *ADNET Safety, Health and Environment Plan*, current version. An abbreviated listing of the topics covered within the manual is provided below to show the detail that ADNET has taken to ensure its employees (and subcontractors) are properly trained. Topics include but are not limited to the following:

a. Safety Leadership.
b. Occupational Safety and Health Laws and Standards.
c. ADNET Safety Organization.

d. Accident Reporting.
e. SH&E Management System
f. Safety Procedures/Policies/Programs.
g. Hazard Assessment.
h. Asbestos Policy.
i. Burning and Welding Policy.
j. Confined Space.
k. Contractor Safety Policy.
l. Equipment for Personal Protection.
m. Eye Protection Policy.
n. Respiratory Protection Program.
o. Safety Shoe Program.
p. Fire Prevention Policy.
q. Hazardous Communication Policy.
r. Chemical Approval and Control Program.
s. Hearing Conservation Program.
t. Inspection Policy.
u. Ionizing Radiation Hazard Policy.
v. Non-Ionizing Radiation Hazard Policy.
w. Safety Orientation Policy.
x. Lead Control Program.
y. LOTO Program.
z. Fall Protection Program.
aa. Fall Protection, Towers Addendum.
bb. Self-Directed Work Teams.
cc. Lift Trucks and Industrial Vehicles.
dd. Emergency Response Planning.

Training classes normally require a pre-test (to assess the current competence level of the students) and a post-test to ensure that training objectives are met and that the training is useful to the audience (retention level). Certifications will be provided to those students who successfully complete the required training objectives. Presenters or instructors will solicit feedback from their students through surveys containing questions about the course content, the value of the course itself, handout quality, the instructor's presentation skills, and an area for suggestions to improve the training or request training in skills not currently available.

7.4.2 Safety Meeting Program

TEAM ADNET recognizes that key to any effective safety program is communication. In an effort to assist all SESDA II managers, supervisors, and team leaders in meeting their monthly safety meeting requirement, the ADNET Safety, Health and Environment Plan, Monthly Safety schedule will be used. This monthly report forces each Supervisor to complete a thorough and relevant inspection of the areas and processes most likely to contribute to a vulnerability from a Safety, Health, and Environment standpoint. Repetitive production of these walking audits has a clear advantage of instilling a sense of immediate awareness of changes in deteriorating conditions in the workplace.

Monthly topics may be changed to provide SESDA II site-or task-specific information or address a specific safety concern. Attendance of all meetings will be documented along with the topic covered, presenter, date time and location.

ADNET Safety, Health and Environment Plan

SESDA II Supervisor's Monthly Safety Inspection Schedule Checklist

Name (Print):	Manager/Supervisor:	Dept:
Building/Room:	Extension:	Date/Year:

	Y N N/A	Date Fixed	HOUSEKEEPING, EGRESS, AND WALKING SURFACES
1.	☐ ☐	_____	Are aisles, floors, desktops, work areas, benches, etc., cleared of stored items, debris, and paper/combustible materials?
2.	☐ ☐	_____	Are evacuation routes conspicuously posted? Have employees in your assigned work area received instructions on emergency evacuation? Rendez-vous point?
3.	☐ ☐	_____	Do evacuation plans exist to assist employees with disabilities?
4.	☐ ☐	_____	Are floors kept free of oil, water, and other slip/trip hazards?
5.	☐ ☐	_____	Are materials stored on top of cabinets where they could fall?
6.	☐ ☐	_____	Are exists unobstructed and marked with lighted "Exit" signs?
7.	☐ ☐	_____	Are all power cords, telephone wires, or other trip hazards removed from walkways?
8.	☐ ☐	_____	Are microwaves, refrigerators, and freezers cleaned on a regular basis?
9.	☐ ☐	_____	Are paper cutters or shredders equipped with proper guards?
	Y N N/A	Date Fixed	**ELECTRICAL SAFETY**
10.	☐ ☐	_____	Are all power strips, extension cords, coffee makers, radios, and lamps Underwriter's Laboratory (UL) approved?
11.	☐ ☐	_____	Is there three feet of cleared space maintained in front of electrical panels?
12.	☐ ☐	_____	Are extension cords frayed, spliced, cut, or otherwise in poor condition?
13.	☐ ☐	_____	Are all electrical outlets, switches, etc., in good repair with all covers in place?
14.	☐ ☐	_____	Do cords have any of the following deficiencies: • Missing ground pin (third prong) on the plug? • Loose cord clamps either at plug or appliance? • Brittle, worn, broken, pinched, or nicked insulation?
15.	☐ ☐	_____	Are extension cords being used in place of permanent wiring?

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	Y N N/A	Date Fixed	ELECTRICAL SAFETY (CONTINUED)
16.	☐ ☐	_____	Are electrical outlet receptacles located within six feet of water fixtures protected with ground-fault circuit interrupters (GFCI)? (Visual Only)
17.	☐ ☐	_____	Are live wires, fuses, and busses exposed? (Visual Only)
18.	☐ ☐	_____	Are electrical junction boxes and wire-way covers in place? (Visual Only)
	Y N N/A	Date Fixed	**FIRE PROTECTION**
19.	☐ ☐	_____	Are fire extinguishers readily available in your work area?
20.	☐ ☐	_____	Are any items stored within 18 inches of a sprinkle head?
21.	☐ ☐	_____	Are there any fire doors propped open?
22.	☐ ☐	_____	Are all chemicals properly labeled with the name of the chemical, health hazard (if any), and manufacturer? For office space, this includes plant food containers, water jugs, etc.
23.	☐ ☐	_____	Do employees know where Material Safety Data Sheets (MSDS) are stored in your area (if applicable) or where masters are kept for materials used within your organization?
	Y N N/A	Date Fixed	**ADMINISTRATION**
24.	☐ ☐	_____	Do your employees know how to report an emergency? Off-site • For medical emergencies (i.e., shortness of breath, severe chest pains, loss of consciousness), dial 9-911 for initial report, then notify the HS&E Office (301) 770-4850. • For chemical spills, call (301) 770-4850. • For after hour emergencies, call (301) 770-4850. On-site: • For all emergencies at GSFC, dial 911, and then notify your manager. Two other numbers that should be understood are the Non-Rolm and cellular call phone number for the facilities emergency console which is listed in the GSFC Safety Pocket Guide. Non-Rolm and cellular call use (301) 286-8080 and Facilities Emergency Console 6-8080.
	Y N N/A	Date Fixed	**FACILITIES (Note: Responsibility of Facility Management)**
25.	☐ ☐	_____	Are all electrical outlet receptacles located within six feet of water fixtures protected with ground-fault circuit interrupters (GSFC)?
26.	☐ ☐	_____	Are there any exposed live wires, fuses, and/or busses?
27.	☐ ☐	_____	Do electrical junction boxes and wire-ways have covers in place?
28.	☐ ☐	_____	Are circuit breakers labeled to indicate which breaker controls each circuit?

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7.4.3 Safety Communications

TEAM ADNET recognizes that through a successful safety communication process, we can achieve increased motivation, improved morale, and better efficiency. The exciting aspect of this process is that it is achieved without capital outlay or significant expenditure. ***TEAM ADNET*** will adopt a number of leading edge communication tools to foster a safe workplace at all SESDA II locations and sites. They are as follows:

a. Safety Flash Messages: Single page handouts designed to be posted and displayed within the work area. These documents are routinely used to make employees aware of a recently recognized hazard, a recall of equipment, or a recent best practice that has been identified.
b. Tailgates: Task specific safety topics for use by managers and supervisors to address safety requirements before a task or to share best practices.
c. Visual Workplace: A formal area set aside to display the S&H health of an organization and its accomplishments.
d. Awareness Campaigns: Special events are initiated to increase employees safety awareness throughout the year. Campaigns such as 101 Critical Days of Summer, Winter Safety Tips, and Defensive Driving have proven very successful in raising employee awareness and reducing on-the-job as well as off-the-job mishaps.

7.5 Training Records

TEAM ADNET members will document all training through the training module of the SEMS while supporting the SESDA II Contract. All training documentation will include the names of all attendees, date and time of the training, and Pass/Fail statement. Outlines/lesson plans for all courses are available on request. To assist ***TEAM ADNET*** members in maintaining their required skills, a training list will be available to supervisors on a monthly basis. The listing will provide the employees' names, training currently required, current certifications, training re-certification dates, and a list of expired certifications.

8.0 REFERENCE DOCUMENTS

TEAM ADNET will comply with all applicable safety and health regulatory requirements. This Safety and Health Plan is designed to meet and/or exceed all GSFC, NASA, OSHA, EPA, and other federal, state, and local regulations including, but not limited to, the following documents:

a. NASA Safety Manual, NPR 8715.3, current version.
b. NASA Reliability and Maintainability (R&M) Program Policy, NPD 8720.1A, current version.
c. NASA Procedures and Guidelines for Mishap Reporting, Investigating, and Recordkeeping, NPR 8621.1A, current version.
d. Reporting of Mishaps, Incidents, and Close Calls, GPR 8621.1A, current version.
e. Processing Mishaps, Incidents, and Close Calls, GPR 8621.2A, current version.
f. Mishap, Incident, and Close Call Investigation, GPG 8621.3B, current version.
g. Health and Safety Program, GPG 1700.2, current version.
h. Smoking Policy, GPG 800.1, current version.
i. Confined Space Policy, GPG 1780.1, current version.
j. Chemical Hygiene Plan, GPR 1700.2A, current version.
k. Administrative Telecommunications, GPG 2540.1, current version.
l. NASA Environmental Management, NPD 8500.1.
m. Federal Law as recorded in current version and 40 EPA CFR, Environmental Protection Regulations.
n. ADNET Safety, Health and Environment Plan
o. 29 CFR 1910 series OSHA, current version.
p. Federal Acquisition Regulations that are contractually required, current version.
q. FMEA Guidelines, MIL-STD 16-29A, current version.
r. Standard Practice for System Safety, MIL-STD-882, current version.
s. American National Standards Institute, Safe Use of Lasers, ANSI Z136.1, current version.

ATTACHMENT F

CONTRACTOR'S SURVEILLANCE PLAN

B.1 SURVEILLANCE PLAN

TEAM ADNET QUALITY COMMITMENT—TEAM ADNET *is committed to achieving the following Quality Objectives:*

- ***For Our Customers:*** *Quality of service, timeliness, cost control, and continuous improvement*
- ***For Our Employees:*** *Professional growth, education, and advancement opportunities*
- ***For Our Community:*** *Community involvement through devotion of time, financial, and mentoring resources*

Ashok Jha, ADNET	Richard Isaacman, SESDA II PM	Rodney P. Hunt, RSIS	Wayne Friedman, HTSI

TEAM ADNET understands the importance of surveillance in ensuring exemplary service and is committed to quality management. ADNET is ISO 9001:2000 certified; RSIS is ISO 9001:2000 and CMM Level 2 certified; HTSI is ISO 9001:2000 certified on NENS and adheres to GSFC QMS requirements on MOMS, and is CMM Level 3.

B.1.1 Ensuring the Government Receives Quality Services

TEAM ADNET *has significant experience with quality management to deliver superior-quality services through metrics-based surveillance. While SESDA II is not required to be ISO certified,* ***we will adhere to GSFC QMS requirements. TEAM ADNET****'s Surveillance Plan and processes will ensure that GSFC receives superior quality services across all SOW areas. The SESDA II Quality Council and project team, led by Dr. Isaacman and our PIM, have defined surveillance roles and responsibilities supported by proven processes and tools. We embrace the philosophy that providing quality products and services is the responsibility of* ***every individual at every level. Quality is built in, not bolted on!***

TEAM ADNET's SESDA II project organization is described in Sections B.0 and B.2.2. The SESDA II Performance Improvement Manager (PIM) serves as the SESDA II QIO and maintains the SESDA II Quality Management system (QMS). **Table B.1-1** shows the ***TEAM ADNET*** surveillance responsibilities by organizational level.

Table B.1-1. *TEAM ADNET* Has Specific Responsibilities at each Organizational Level to Ensure that SESDA II Performance Meets or Exceeds GSFC Expectations

Org. Level	Responsibilities
Program Manager (PM)	➢ SESDA II-wide surveillance ➢ Leads semi-annual feedback survey process and prepares semi-annual self-evaluation input to GSFC ➢ Approves and monitors progress on improvement initiatives
Deputy PM (DPM)	➢ Leads management oversight, prepares monthly quality and semimonthly cost reports ➢ Assists PM with all surveillance activities
Performance Improvement Manager (PIM)	➢ Serves as SESDA II QIO, develops and maintains SESDA II QMS, overseas SP activities ➢ Leads SESDA II support to GSFC ISO audits, interacts with GSFC QMS Council ➢ Owns process to establish objective evidence that problem is corrected and prevented from re-occurring ➢ Establishes quality inspection audits to each process is assessed periodically
SESDA II Quality Council	➢ Consists of PM, PIM, all direct reports, and GSFC representative(s) ➢ Meets monthly to review surveillance activities, Corrective Action Plan (CAP) status and effectiveness; serves as SESDA II Risk Review Board
Group Managers and Group QMS Leads	➢ Group-wide surveillance, prepare and review self-evaluation forms, initiate and review CAPs ➢ Prepare performance metrics as part of task initiation process ➢ Review monthly summary reports from SEMS, provide input to semi-annual self-evaluation process ➢ Group QMS Leads interact with GSFC Directorate QMS Representatives
Task Leaders	➢ Task surveillance, prepare and review deliverable self-evaluation forms ➢ Assist in preparation of performance metrics as part of task initiation process ➢ Initiate CAPs in response to identified deficiencies
SESDA II Staff	➢ Provide services/products that meet or exceed technical, cost, and schedule requirements ➢ Participate in peer reviews, and identify quality deficiencies

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Figure B.1-1 outlines *TEAM ADNET*'s Surveillance Plan implementation on SESDA II. **Monitoring** of our products and services for real-time detection and correction of errors ensures that all quality metrics are met before delivery. **Surveillance** of production and delivery provides a "second set of eyes" on the production/inspection cycle and audits our quality-based processes. After delivery, metrics and customer surveys are collected and tracked within SEMS. **Reports** showing quality statistics and trends are distributed. **Controls**, through either preventive or Corrective Action Plans (CAP), are implemented to ensure quality standards are maintained throughout the entire WAP lifecycle. The benefit of an integrated approach to monitoring and supervision is to provide quality assurance through inspections of all deliverables during development and before final delivery. Similarly, the coupling of planning and control leads to continuous process improvement of overall operations. **By integrating these four quality assurance actions throughout the work request lifecycle, *TEAM ADNET* will ensure that quality is built-in to all SESDA II services and products.** Government representatives may inspect or evaluate work being performed and delivered services at any time, even though SESDA II is a performance-based contract. *TEAM ADNET*'s commitment to ensuring the Government receives quality services is backed by our performance guarantee—**we will not invoice for award fee evaluation scores less than 80 percent.** As an additional quality check, the ADNET corporate QIO will **independently assess the effectiveness of the SESDA II Surveillance Plan, service quality, and customer satisfaction** and report results to the PM and the COTR.

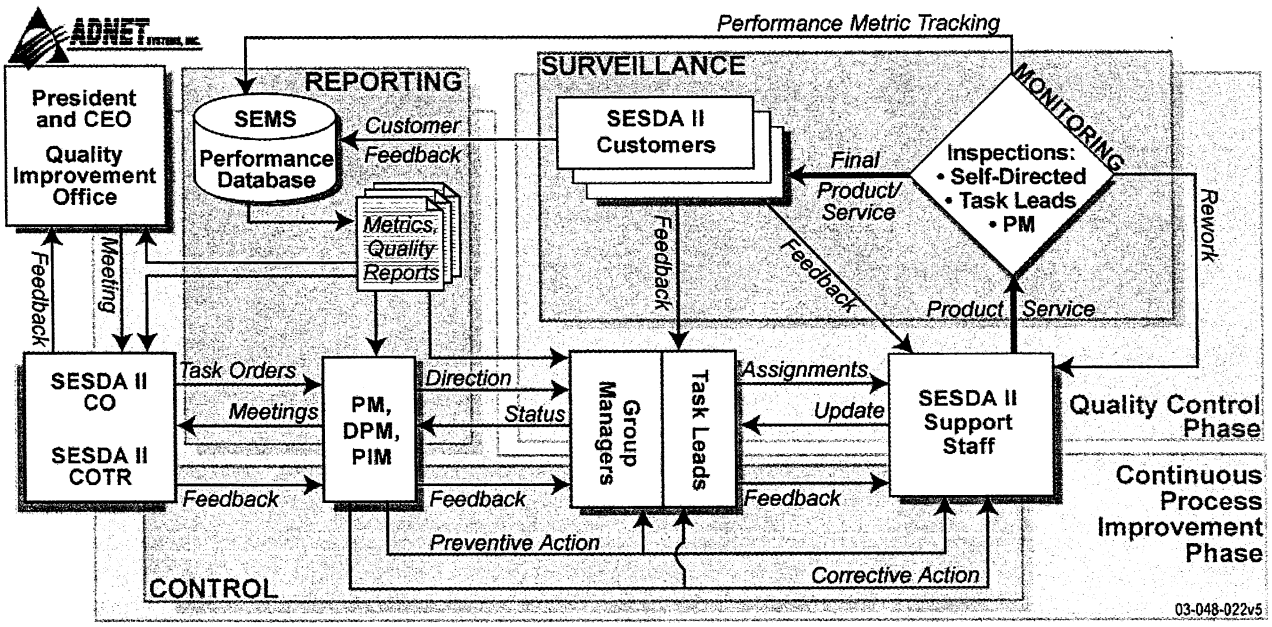

Figure B.1-1. ADNET's Surveillance Plan Incorporates Real-Time Quality Control and Ongoing Process Improvement

Capturing key performance metrics is a two-step process. During Work Action Plan (WAP) initiation, metrics, milestones, and budget will be recorded in SEMS. **Metrics must be meaningful, measurable, achievable, and established in conjunction with GSFC WMs.** During WAP execution, we will record our actual performance against established metrics in SEMS.

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B.1.2 Level, Frequency, and Method of Internal Surveillance

Our Surveillance Plan addresses the contract and task levels. We use a variety of frequencies and methods for surveillance of technical and management performance and quality of service.

Our PM and PIM will be the points of contact for implementing our Surveillance Plan. Although each employee is ultimately responsible for the quality of his or her services and products, the PM and PIM are responsible for *supervision* of that quality. **Table B.1-2** describes the level (who), frequency (when), and methods (how) ADNET employs to monitor our SESDA II performance. ADNET is also committed to the concept that quality is everyone's responsibility, and a clear understanding of that responsibility (why) increases the overall service and product quality to SESDA II stakeholders. Every staff member is charged with the responsibility and held accountable for quality control. ***We call this "performance-based employment."***

Table B.1-2. Our Monitoring Methodology—"Who, When, How, and Why"—Incorporates Robust Controls for Ensuring Quality

Who	When	How	Why
Technical Surveillance			
Entire SESDA II support staff	Continuously	Activity oversight	Identify and correct deficiencies
Technically proficient peers	During development	Peer Review; 100% Inspection	Identify and eliminate defects as early as possible in the service/product lifecycle
SESDA II customers and ***TEAM ADNET***	During development	Joint Customer Review	Provide customers with formal "windows" into production at key points in the process
Manager of the work group producing the product	Pre-delivery	Technical Review; Random Sampling	Ensure technical adequacy of services/products
Requestor of services or product	Post-delivery	Customer Follow-up	Obtain feedback to develop "Lessons Learned" database
ADNET Corporate QIO	Semi-Annual; and *ad hoc*	Process Audit; Random Sampling	Verify existence and adherence to standard operating procedures on a periodic basis
SESDA II QMS Leads	Continuously	Random Sampling	Assess effectiveness of surveillance; ensure superior-quality services and work products
Quality Management Surveillance			
PM, DPM, PIM	Monthly	Performance Evaluation Report	Assessment of service metrics for performance trending
PM, DPM, PIM, SESDA II Quality Council	Monthly	Contract Reviews	Contract performance assessment with CO, COTR, and contract and corporate managers
Quality of Service Surveillance			
PM, PIM, and SESDA II Quality Council	Quarterly and Random Sampling	SESDA II Customer Surveys	Solicitation of comments, suggestions, feedback of SESDA II external customers

B.1.3 Identifying and Correcting Service Quality Deficiencies

We define "quality" as meeting the needs and requirements of our customer. If you, the customer, are not satisfied with the level of service you are receiving, then by definition we have a quality problem. ***TEAM ADNET****'s focus is on* ***preventing service quality deficiencies before they occur.*** *Our SESDA II quality training includes the importance of preventing service quality deficiencies and specific techniques for* ***identifying and correcting*** *service quality deficiencies.* ***This is simply our way of life.***

Preventing Service Quality Problems. The best way to approach service quality problems is to ***prevent them from happening***. Our QMS representatives will conduct surveillance audits of our processes and methodologies and assess surveillance training needs. If we are performing at less than the "Excellent" service level against established metrics, our Group QMS representatives and Task Leads will use this as a **"leading indicator"** and proactively identify potential service quality problems well before metrics indicate Poor or Unsatisfactory service.

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Identifying Service Quality Problems. To identify quality issues, we will track performance against metrics, and draw largely upon ongoing feedback from the SESDA II COTR and WMs. Customer feedback is critical, because service quality is in the eyes of the customer, not the prime contractor. The ***TEAM ADNET*** service quality program incorporates *all* customer feedback, both solicited and unsolicited (see Section B.1.4).

Correcting Service Quality Problems. Once identified, problems with service quality will be corrected, documented, and reported. ***TEAM ADNET*** adheres to the following basic principles for correcting service quality problems. *(1) Most service problems are not personnel problems.* Our management team realizes that in the large majority of cases, the *process* needs to be fixed, not the *employee. (2) Treat the root causes, not the symptoms.* Our employees are taught to progress from problem to causes to root causes before identifying the best solution(s). *(3) Apply on-the-spot solutions where possible, until a more thorough analysis can be performed.* Temporary work-arounds will often be needed until root causes are addressed. These three principles are embodied in our basic problem-solving approach, which we train and encourage our managers and staff to use. When the PM, DPM, or PIM believes the service quality issue warrants, and if preventive or corrective actions impact cost, we will offer to perform a cost-benefit analysis and develop a CAP with a milestone schedule.

B.1.4 Customer Surveys and Customer Satisfaction

We have significant experience using customer surveys as tools to assess customer satisfaction, and work hard to achieve and maintain satisfied customers. ***Your direct inputs on our quality of service are key—TEAM ADNET is committed to "Delighting the Customer."***

We value and take action on customer feedback, both solicited and unsolicited. Our Customer Surveys are mapped to the Performance Areas and Evaluation Criteria in RFP Attachment B, and to the NASA Award Fee Score Table. **All surveys are online in SEMS for ease of completion and security**. ***TEAM ADNET*** will use three customer feedback methods: **(1) Semi-annual Surveys for each SESDA II WAP.** Our actual results against performance metrics are stored in SEMS during task execution. Near the end of each award fee period, SEMS will notify the WM that the task evaluation is due. The WM will be presented with objective results against metrics by performance area, a weighted average for the entire task, and our self evaluation. The WM enters an overall subjective evaluation for each task. (2) **Quarterly and Ad Hoc Customer Surveys.** Mr. Jha will e-mail survey requests to the CO, COTR, and other SESDA II stakeholders. The surveys will be accessed via SEMS. SESDA II customers also have the option to self-submit surveys at any time. **(3) Voice of the Customer (VOC).** VOC allows SESDA II stakeholders to enter issues, complaints, and customer feedback, via a VOC button on the SEMS home page. ***TEAM ADNET*** will provide timely responses to each VOC entry. The CO, COTR, and WMs have 24x7 access into VOC and the status of all VOC entries and CAPs. All team members use VOC on other projects.

Customer Survey Questions and Rationale. Table B.1-3 presents the proposed survey questions and supporting rationale. Responses will follow the NASA Award Fee rating scale [e.g., Excellent]. Our proposed survey questions align with the areas in RFP Attachment B.

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Table B.1-3. *TEAM ADNET*'s Survey Targets SESDA II Performance Areas

Survey Question	Supporting Rationale
Technical Requirements—Overall quality of services and support provided	➢ Directly addresses Technical Performance and Program Management [TPPM] Subarea A
Relevant experience and background of assigned staff	➢ Directly addresses TPPM Subarea B
Extent to which ADNET ensures quality performance from subcontractors	➢ Directly addresses TPPM Subarea C
Extent to which ADNET provided adequate security	➢ Directly addresses TPPM Subarea D
ADNET's effective operation and maintenance of facilities and GFE	➢ Directly addresses TPPM Subarea E
Extent to which ADNET identifies and manages risks	➢ Directly addresses TPPM Subarea F
ADNET's compliance with GSFC and contract health and safety procedures	➢ Directly addresses TPPM Subarea G
Extent to which ADNET correctly estimates and controls cost to complete work	➢ Directly addresses Cost Performance area
Effectiveness of overall contract administration and financial reporting	➢ Directly addresses Business Management (BM) Subareas 1-3
Effectiveness of subcontract management	➢ Directly addresses BM Subarea 4
Effectiveness/responsiveness of corporate support	➢ Directly addresses BM Subarea 5
Effectiveness/responsiveness of local/corporate business management	➢ Directly addresses BM Subarea 6
ADNET's EEO reporting and overall EEO efforts	➢ Directly addresses BM Subarea 8

B.1.5 Capturing Key Performance Metrics and Facilitating Government's Performance Evaluation

*All key performance metrics are on-line in SEMS—accessible 24x7! Every aspect of **TEAM ADNET**'s Surveillance Plan was designed with facilitating the Government's performance evaluation in mind. Our performance metrics and customer satisfaction scores map directly to the adjectival ratings in the NASA Award Fee Rating Table.*

All ***TEAM ADNET*** SESDA II metrics, performance against metrics, customer survey scores, and other required information are online in SEMS—at contract summary and task levels—conveniently accessible 24x7 in user friendly format. Our proposed performance metrics, customer satisfaction scores, and self assessments **map directly to the performance areas and evaluation criteria in RFP Attachment B**, and **to the adjectival ratings in the NASA Award Fee Rating Table**. We will also map to the Government's Surveillance Plan when available. Our NASA customers verify that our process indeed facilitates their performance evaluation.

B.1.6 Managing the Surveillance Effort

***TEAM ADNET** has a wealth of experience managing surveillance efforts effectively. Our plan includes: (1) well-defined surveillance roles and responsibilities; (2) leveraging our ISO 9001:2000 experience to provide the right processes and training; and (3) extensive use of automated tools like SEMS to facilitate our surveillance effort management as well as facilitating GSFC's performance evaluation.*

Our PM is ultimately responsible for providing superior-quality mission support services to GSFC, and will hold each manager and task lead responsible and fully accountable for monitoring quality and timeliness and for preventing, identifying, and correcting deficiencies. **Table B.1-4** addresses a representative Surveillance Plan risk.

Table B.1-4. Representative Risk and Mitigation Strategies

Risk Area	Probability	Consequences	Risk Severity	*TEAM ADNET* Mitigation Strategies	Revised Risk Severity
Ineffective Surveillance Leads to Quality Problems	**Highly Likely [4]**	**Unacceptable [5]**—Data errors; Inaccurate research conclusions; cost increase due to rework	**High [20]**	➢ PM, PIM, and Quality Council oversee service quality ➢ Well-defined surveillance roles and responsibilities at all levels	**Low [4]**

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ATTACHMENT H
FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

General

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedures and Guidelines NPG 9501.2D entitled, "NASA Contractor Financial Management Reporting," effective date May 23, 2001, and additional instructions issued by the Contracting Officer.

a. Level of Detail

The Contractor's 533 reports shall contain a summary of total contract costs, as well as a separate 533 sheet for each WBS element of the Statement of Work. The reports shall contain a breakdown of each area by the elements of cost listed below.

b. Distribution

The Contractor shall distribute electronic 533 reports to each addressee indicated in the Clause G.1 FINANCIAL MANAGEMENT REPORTING. These reports shall be distributed not later than the fifteenth (15) calendar day following the month being reported.

c. Reporting Requirements

Each report shall provide cost data for reporting categories presented below:

1. Direct Labor Hours
   (List applicable labor categories)
   Onsite
   Offsite

1a. Subcontractor Labor Hours
(List applicable labor categories)
Onsite
Offsite

2. Direct Labor Dollars (exclude subcontractor cost)
(List according to applicable labor categories)
Onsite
Offsite

3. Overhead Expenses
Onsite
Offsite

4. Other Direct Costs
Local Travel
Non-Local Travel
Material
Subcontracts
Miscellaneous ODC's

5. Subtotal (Direct Cost plus Overhead)

6. G&A Expense

7. Total Cost

8. Award Fee

9. Total Cost Plus Award Fee (CPAF)

#31604

94-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (33) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: 1994-2103 Revision No.: 33 Date Of Revision: 03/10/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47

01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69

11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04

23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	

28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47

99610	- Sales Clerk	11.08
99620	- School Crossing Guard (Crosswalk Attendant)	11.37
99630	- Sport Official	11.24
99658	- Survey Party Chief (Chief of Party)	18.39
99659	- Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660	- Surveying Aide	11.43
99690	- Swimming Pool Operator	13.93
99720	- Vending Machine Attendant	10.73
99730	- Vending Machine Repairer	13.93
99740	- Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.59 an hour or $103.60 a week or $448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

NNE06EB68C

~~NNE05101127R~~

Modifications

£1 - 65,

dated 6/12/06 - 9/28/09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
One (1)	See Block 16		

6. ISSUED BY
ASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
Adnet Systems, Inc.
Attn: Mr. Ashok Jha
164 Rollins Avenue, Suite 303
Rockville, MD 20852-4250

CODE: 1HAJ8
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO:
NNG06EB68C

10B. DATED *(SEE ITEM 13)*:
July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX PR#4200143004 & 4200142862

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

The purpose of this modification is to make administrative changes to the contract and provide funds in the amount of $9,294,818 for contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 6/12/06

NSN 7540-01-152-8070

Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $ 8,597,707. This allotment is for all services performed and covers the following estimated period of performance:

July 1, 2006 through August 31, 2006

(b) An additional amount of $697,111 is obligated under this contract for payment of fee.

2. Clause H. 8 PHASE-IN PERIOD (GSFC 52.237-96) (OCT 1988) is revised as follows:

The Contractor shall assume full contract responsibility for all of the requirements of this contract on July 1, 2006. During the period of May 15, 2006 through June 30, 2006 (45 days) under a fixed price separate contract, the Contractor shall accomplish phase-in and training of Contractor personnel as required for the assumption of full contract responsibility. The Contractor shall not charge the Government nor be reimbursed for costs incurred for phase-in and training during said phase-in period under this contract.

3. Clause J.1 LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988) is replaced in its entirety with Attachment 1 (page 3) of this modification.

All other terms and conditions remain unchanged.

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

The following attachments constitute part of this contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
A	STATEMENT OF WORK	7/1/06	7
B	SOW ADDENDUM	7/1/06	17
C	LIST OF GOVERNMENT FURNISHED PROPERTY	7/1/06	5
D	LIST OF CONTRACTOR "SHARED" INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY	TBD	TBD
E	SAFETY AND HEALTH PLAN	9/7/05	70
F	CONTRACTOR'S SURVEILLANCE PLAN	9/7/05	5
G	IT SECURITY PLAN	Due 30 days ACA	TBD
H	533 REPORTING REQUIREMENT ATTACHMENT	7/1/06	3
I	WAGE DETERMINATION	3/10/05	8
J	FINAL ORGANIZATIONAL CONFLICTS OF INTEREST AVOIDANCE PLAN	Due 30 days ACA	TBD

(End of clause)

Attachment 1

(END OF MODIFICATION #1)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Two (2)	See Block 16		

SSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
Adnet Systems, Inc.
Reginald Gardner, SESDA II Business Manager
7515 Mission Drive, Suite A1C1
Lanham, Maryland 20706

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO:
NNG06EB68C

10B. DATED *(SEE ITEM 13)*:
July 1, 2006

CODE: 1HAJ8

FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX PR#4200162960 & 4200160752

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	**D. OTHER (Specify type of modification and authority)** FAR 52-232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

The purpose of this modification is to provide funds in the amount of $595,384 for contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 7/11/2006

NSN 7540-01-152-8070

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM	BY	TO
Estimated Cost	$8,597,707	$550,730	$9,148,437
Award Fee (7.5%)	$ 697,111	$ 44,654	$ 741,765
Total CPAF	$9,294,818	$595,384	$9,890,202

*Funding on this modification is the result of a $669,384 obligation and a $74,000 deobligation, which results in the net of $595,384.

This allotment will cover performance through September 30, 2006.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 02)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Three (3)	See Block 16		

6. ISSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
ADNET Systems, Inc.
Reginald Gardner, SESDA-II Business Manager
7515 Mission Drive, Suite A1C1
Lanham, Maryland 20706

CODE: 1HAJ8
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO:
NNG06EB68C

10B. DATED *(SEE ITEM 13)*:
July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX PR#4200168675, 4200164582 & 4200164551

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

The purpose of this modification is to provide funds in the amount of $6,206,184 for continued contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 8/21/2006

SN 7540-01-152-8070

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (mod 2)	BY	TO
Estimated Cost	$9,148,437	$5,740,720	$ 14,889,157
Award Fee (7.5%)	$ 741,765	$ 465,464	$ 1,207,229
Total CPAF	$9,890,202	$6,206,184	$16,096,386

*Funding on this modification is the result of a $$6,413,374 obligation and a $207,189 deobligation, which results in the net of $6,206,184.

Per an email from the Contractor on August 21, 2006, this allotment will cover performance through January 9, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 03)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Four (4)	See Block 16		

6. ISSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
ADNET Systems, Inc.
Reginald Gardner, SESDA-II Business Manager
7515 Mission Drive, Suite A1C1
Lanham, Maryland 20706

CODE: 1HAJ8
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO:
NNG06EB68C

10B. DATED *(SEE ITEM 13)*:
July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX PR#4200173264 & 4200173266

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

The purpose of this modification is to provide funds in the amount of $2,369,809 for continued contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 8/30/2006

SN 7540-01-152-8070

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 3)	**BY**	**TO**
Estimated Cost	$14,889,157	$2,192,073	$ 17,081,230
Award Fee (7.5%)	$ 1,207,229	$ 177,736	$ 1,384,965
Total CPAF	$16,096,386	$2,369,809	$18,466,195

Per an email from the Contractor on August 21, 2006, this allotment will cover performance through January 9, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 04)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Five (5)	See Block 16		

6. ISSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
ADNET Systems, Inc.
Reginald Gardner, SESDA-II Business Manager
7515 Mission Drive, Suite A1C1
Lanham, Maryland 20706

CODE: 1HAJ8
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO:
NNG06EB68C

10B. DATED *(SEE ITEM 13)*:
July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX PR#4200174129 & 4200174130

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

The purpose of this modification is to provide funds in the amount of $2,082,399 for continued contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 9/19/2006

SN 7540-01-152-8070

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 4)	**BY**	**TO**
Estimated Cost	$17,081,230	$1,926,219	$ 19,007,449
Award Fee (7.5%)	$ 1,384,965	$ 156,180	$ 1,541,145
Total CPAF	$18,466,195	$2,082,399	$ 20,548,594

This allotment will cover performance through January 9, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 05)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Six (6)	See Block 16		

6. ISSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
ADNET Systems, Inc.
Reginald Gardner, SESDA-II Business Manager
7515 Mission Drive, Suite A1C1
Lanham, Maryland 20706

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO:
NNG06EB68C

10B. DATED *(SEE ITEM 13)*:
July 1, 2006

CODE: 1HAJ8

FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX PR#4200177383 and 4200178276

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52-232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

The purpose of this modification is to provide funds in the amount of $800,833 for continued contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 9/26/06

NSN 7540-01-152-8070

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 4)	**BY**	**TO**
Estimated Cost	$19,007,449	$740,771	$ 19,748,220
Award Fee (7.5%)	$ 1,541,145	$ 60,062	$ 1,601,207
Total CPAF	$20,548,594	$800,833	$ 21,349,427

This allotment will cover performance through January 22, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 06)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000007	See Block 16		

6. ISSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
ADNET Systems, Inc.
Reginald Gardner, SESDA-II Business Manager
7515 Mission Drive, Suite A1C1
Lanham, Maryland 20706

CODE: 1HAJ8
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO:
NNG06EB68C

10B. DATED *(SEE ITEM 13)*:
July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX

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

X	**A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.** FAR 52-243-2 CHANGES—COST-REIMBURSEMENT (AUG 1987)—Alternate I (APR 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return __2__ copies to be issued office.

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

The purpose of this no-cost supplemental agreement is to incorporate the new HSPD-12 Personal Identify Verification (PIV) of Contractor Personnel requirements into the contract.

Accordingly:

(See Continuation Sheets)

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
RICHARD ISAACMAN, PROGRAM MANAGER		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 1/18/07	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 1/22/07

NSN 7540-01-152-8070

1) **H.4 - ONSITE CONTRACTOR PERSONNEL – IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (AUG 2003) is hereby deleted in its entirety and replaced with the following:**

H.4 - CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES--MODIFICATIONS (GSFC 52.204-99) (DEC 2006)

(a) In accordance with FAR 52.204-9, Personal Identity Verification (PIV) of Contractor Personnel, the Contractor, upon receipt of a contract-specific PIV employee listing from GSFC Security Division, shall update the listing in accordance with the Step 1 letter procedures described in Attachment J, Personal Identity Verification Card Issuance Procedures. The Contractor shall provide the required information for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). Following submission of the updated/annotated listing to the Contracting Officer's Technical Representative (COTR) and Contracting Officer, the Contractor shall wait for a PIV card scheduling notice from the GSFC Security Division to proceed with Steps 2 through 6 of Attachment J. The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall proceed with Step 7 of Attachment J for PIV credentials for all onsite contract personnel with PIV cards. In addition, upon future written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment J for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) 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 contractor's designated LIST representative within 15 calendar days after award of this contract. The GSFC maintained LISTS contains work and home location and contact information for personnel that have permanent NASA/GSFC PIV cards. The Contractor may contact the LISTS Manager, Tel 301-286-2306 for assistance regarding LISTS.

(c) For each contract employee, the Contractor must complete and submit a GSFC Form 24-27, "LISTS Form. The form is available from GSFC Stores Stock or online via NASA and GSFC systems <http://gdms.gsfc.nasa.gov/gdmsnew/home.jsp>. 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 subsequent data entry into the LISTS.

(d) 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 monthly 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.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment 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 PIV cards and identification.

(End of clause)

2) **H.5 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JAN 2006) is hereby deleted in its entirety and is replaced with the following:**

H.5- GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (SEPT 2006)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors 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 PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card 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 GPR 1600.1.
(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 1152.9, Facilities Coordination Committee
(3) GPR 1600.1, GSFC Security Manual
(4) GPR 1700.1, Occupational Safety Program
(5) GPR 1700.2, Chemical Hygiene Plan
(6) GPR 1800.1, GSFC Smoking Guidelines
(7) GPR 1800.2, Occupational Health Program
(8) GPR 1860.1, Ionizing Radiation Protection
(9) GPR 1860.2, Laser Radiation Protection
(10) GPR 1860.3, Radio Frequency Radiation Safety
(11) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
(12) GPR 2570.1, Radio Frequency Equipment Licensing
(13) GPD 8500.1, Environmental Program Management
(14) GPR 8710.2, Emergency Preparedness Program for Greenbelt
(15) GPD 8715.1, GSFC Safety Policy
(16) GPR 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> 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)

3) **In Section H, add the following Clause H.13 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2006)**

H.13 - Personal Identity Verification of Contractor Personnel (52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

4) **Clause J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988) is hereby revised to include the following:**

Attachment	Description	Date	No. of Pages
K	Personal Identity Verification Card Issuance Procedures	12/2006	4

This modification includes full and complete equitable adjustment for the above described changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

END OF MODIFICATION

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

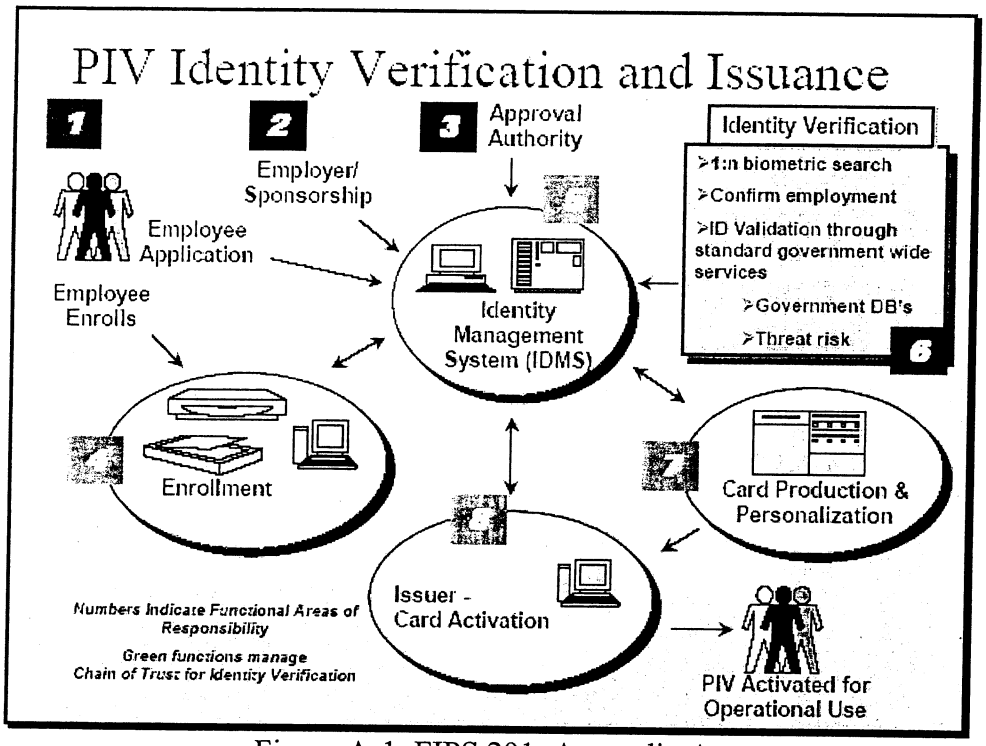

Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:
The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

Step 6:
Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:
The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

3. Upon return of the completed NAC, the process will continue from Step 5.

(END OF MODIFICATION 7)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. 000008

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: $7,510,358.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide
funds in the amount of $7,510,358 for continued contract performance.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Dawn Fountain

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 01/25/2007

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 6)	**BY**	**TO**
Estimated Cost	$19,748,220	$6,947,081	$ 26,695,301
Award Fee (7.5%)	$ 1,601,207	$ 563,277	$ 2,164,484
Total CPAF	$ 21,349,427	$7,510,358	$28,859,785

This allotment will cover performance through March 1, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 08)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO.: 000009

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: 4200179042

5. PROJECT NO. *(If applicable)*

6. ISSUED BY — CODE: GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* — CODE: GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* 07/01/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor [X] is not. [ ] is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide
additional funds for continued contract performance.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: Dawn Fountain

15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*: Dawn M. Fountain

16C. DATE SIGNED: 1/31/07

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 8)	**BY**	**TO**
Estimated Cost	$26,695,301	$130,248	$ 26,825,549
Award Fee (7.5%)	$ 2,164,484	$ 10,561	$ 2,175,045
Total CPAF	$ 28,859,785	$140,809	$29,000,594

This allotment will cover performance through March 1, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 09)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000010	See Block 16C		

6. ISSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
ADNET Systems, Inc.
Reginald Gardner, SESDA-II Business Manager
7515 Mission Drive, Suite A1C1
Lanham, Maryland 20706

CODE: 1HAJ8
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

X

10A. MODIFICATION OF CONTRACT/ORDER NO: NNG06EB68C

10B. DATED *(SEE ITEM 13)*: July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Unilateral Modification – Clause B.4 Award Fee for Service Contracts (1852.216-76)(MAR 2000)**

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

This modification adjusts the contract for the amount of award fee earned from July 1, 2006 through December 31, 2006 (Period 1). Goddard has determined that an award fee of $1,431,499 (93% of available award fee) has been earned for this period.

Accordingly:

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Dawn M. Fountain (Signature of Contracting Officer)	16C. DATE SIGNED 2/8/07

ISN 7540-01-152-8070

1. Clause B.5 – ESTIMATED COST AND AWARD FEE (18-52.216-85)(SEP 1983) is modified as follows:

	FROM	BY	TO
Estimated Cost	$205,538,837	$0	$205,538,837
Award Fee Earned	$0	$1,431,499	$1,431,499
Maximum Award Fee Available	$15,392,461	$1,539,246	$13,853,215
TOTAL	$220,931,298	($107,747)	$220,823,551

2. Clause B. 4 - AWARD FEE FOR SERVICE CONTRACTS , is revised to read as follows:

The contractor can earn award fee from a minimum of zero dollars to the maximum of $13,853,215 during the term of the contract.

A net amount of $1,431,499 shall be paid to the contractor for award fee upon execution of this modification by the Contracting Officer.

3. All other terms and conditions of the contract remain unchanged.

(End of Modification #10)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000011

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* JUL - 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: $3,798,412.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor (x) is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide
additional funding for continued project support.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Dawn Fountain

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 02/22/2007

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 9)	**BY**	**TO**
Estimated Cost	$26,825,549	$3,513,531	$ 30,339,080
Award Fee (7.5%)	$ 2,175,045	$ 284,881	$ 2,459,926
Total CPAF	$ 29,000,594	$3,798,412	$32,799,006

This allotment will cover performance through July 20, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 11)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000012

3. EFFECTIVE DATE 03/15/2007

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* JUL 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: $1,017,022.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor X is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide additional funding for continued project support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Dawn M. Fountain

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 03/16/2007

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 11)	**BY**	**TO**
Estimated Cost	$30,339,080	$940,745	$ 31,279,825
Award Fee (7.5%)	$ 2,459,926	$ 76,277	$ 2,536,203
Total CPAF	$ 32,799,006	$1,017,022	$ 33,816,028

This allotment will cover performance through July 20, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 12)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000013

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* JUL 1 [redacted]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Decrease: -$41,335.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of ($41,335). Therefore, the contract funding is adjusted as stated on page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Dawn M. Fountain

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 4/18/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 12)	**BY**	**TO**
Estimated Cost	$31,279,825	($41,335)	$ 31,238,490
Award Fee (7.5%)	$ 2,536,203	$ 0	$ 2,536,203
Total CPAF	$ 33,816,028	($41,335)	$ 33,774,693

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 13)

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO: 14

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: 4200195546

5. PROJECT NO (If applicable)

6. ISSUED BY CODE 210
NASA Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt, MD 207771

7. ADMINISTERED BY (If other than item 6) CODE 210.8
Dawn M. Fountain
(301)286-3815 voicemail
(301)286-1773 fax

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
ADNET Systems, Inc.
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham, MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO: NNG06EB68C

10B. DATED (SEE ITEM 13): July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-2 Changes Cost Reimbursement (AUG1987)—Alternate I (APR 1984)

X D. OTHER (Specify type of modification and authority)
52-232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return __1__ copies to the issuing office.

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

The purpose of this modification is to increase the estimated cost of the contract by $410,676 for an equitable adjustment and provide incremental funding for continued contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): Reginald Gardner, Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Dawn M. Fountain, Contracting Officer

15B. CONTRACTOR/OFFEROR: Reginald Gardner (Signature of person authorized to sign)

15C. DATE SIGNED: 4/20/07

16B. UNITED STATES OF AMERICA BY: Dawn M. Fountain (Signature of Contracting Officer)

16C. DATE SIGNED: 4/20/07

1. Clause B.5 – ESTIMATED COST AND AWARD FEE (18-52.216-85)(SEP 1983) is modified as follows:

	FROM (Mod 10)	Changed this modification	TO
Estimated Cost	$205,538,837	$410,676	$205,949,513
Award Fee Earned	$1,431,499	$0	$1,431,499
Maximum Award Fee Available	$13,853,215	$0	$13,853,215
TOTAL	$220,823,551	$410,676	$221,234,227

2. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 13)	Changed this modification	TO
Estimated Cost	$31,238,490	$5,384,846	$ 36,623,336
Award Fee (7.5%)	$ 2,536,203	$ 436,609	$ 2,972,812
Total CPAF	$33,774,693	$5,821,455	$ 39,596,148

Per an email from the Contractor on April 20, 2007, this allotment will cover performance through August 28, 2007.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's Equitable Adjustment proposal for protest cost incurred March 1, 2006 through May 31, 2006, the Contactor hereby releases the Government for any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the Equitable adjustment proposal dated July 1, 2006.

3. All other terms and conditions remain unchanged.

(END OF MODIFICATION 14)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000015

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
4200199541 & 4200201592

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED *(SEE ITEM 11)*
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
GBN Net Increase: $2,599,934.96

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER *(Specify type of modification and authority)*
52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
The purpose of this modification is to provide additional funds for continued contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Dawn M. Fountain

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED
5/22/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 14)	**Changed this modification**	**TO**
Estimated Cost	$36,623,336	$2,404,939.84	$ 39,028,275.84
Award Fee	$ 2,972,812	$ 194,995.12	$ 3,167,807.12
Total CPAF	$39,596,148	$2,599,934.96	$ 42,196,082.96

Per an email from the Contractor on May 18, 2007, this allotment will cover performance through September 25, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 15)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 000016

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable):

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $4,159,315.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add funding in the amount of $4,159,315 for continued contract support.

Accordingly

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Dawn M. Fountain

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 6/20/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 15)	**Changed this modification**	**TO**
Estimated Cost	$39,028,275.84	$3,847,366	$42,875,642
Award Fee	$ 3,167,807.12	$ 311,949	$ 3,479,756
Total CPAF	$42,196,082.96	$4,159,315	$46,355,398

This allotment will cover performance through October 25, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 16)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Seventeen (17)	See Block 16		

6. ISSUED BY
NASA/Goddard Space Flight Center
Sciences and Exploration Directorate, Code 210.S
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*
Dawn Fountain, Code 210.8
301-286-3815
301-286-1773 Fax
Dawn.M.Fountain@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)
Adnet Systems, Inc.
Attn: Reginald Gardner, Business Manager
164 Rollins Avenue, Suite 303
Rockville, MD 20852-4250

CODE: 1HAJ8
FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11):*

X

10A. MODIFICATION OF CONTRACT/ORDER NO: NNG06EB68C

10B. DATED *(SEE ITEM 13):* July 1, 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

BNC: GBN PPC:BX

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

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

The purpose of this modification is to update Section J.1 List of Attachments of the basic contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Dawn M. Fountain, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA** BY Dawn M. Fountain (Signature of Contracting Officer)	**16C. DATE SIGNED** 6/23/07

NSN 7540-01-152-8070

1. Clause J.1 LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988) is replaced in its entirety with Attachment 1 (page 3) of this modification.

2. All other terms and conditions remain unchanged.

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

The following attachments constitute part of this contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
A	STATEMENT OF WORK	7/1/06	7
B	SOW ADDENDUM	7/1/06	17
C	LIST OF GOVERNMENT FURNISHED PROPERTY	7/1/06	5
D	LIST OF CONTRACTOR "SHARED" INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY	5/1/07	6
E	SAFETY AND HEALTH PLAN	9/7/05	70
F	CONTRACTOR'S SURVEILLANCE PLAN	9/7/05	5
G	IT SECURITY PLAN	8/3/06	49
H	533 REPORTING REQUIREMENT ATTACHMENT	7/1/06	3
I	WAGE DETERMINATION	3/10/05	8
J	FINAL ORGANIZATIONAL CONFLICTS OF INTEREST AVOIDANCE PLAN	8/3/06	9
K	PERSONAL IDENTITY VERIFICATION CARD ISSUANCE PROCEDURE	12/1/06	4

(End of clause)

Attachment 1

(END OF MODIFICATION #17)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000019

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED *(SEE ITEM 11)*
JUL - 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Decrease: -$681,756.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $681,756.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Dawn M. Fountain

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 8/6/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 18)	**Changed this modification**	**TO**
Estimated Cost	$43,944,396	($630,624)	$43,313,772
Award Fee	$ 3,566,412	($51,132)	$ 3,515,280
Total CPAF	$47,510,808	($681,756)	$46,829,052

The allotment date remains unchanged at October 25, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 19)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. 000018

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200207117 & 4200208303

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $1,155,410.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modificaiton is to add funds in the amount of $1,155,410 for continued contract support.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dawn M. Fountain

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA Dawn M. Fountain (Signature of Contracting Officer)

16C. DATE SIGNED 7/17/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 15)	**Changed this modification**	**TO**
Estimated Cost	$42,875,642	$1,068,754	$43,944,396
Award Fee	$ 3,479,756	$86,656	$ 3,566,412
Total CPAF	$46,355,398	$1,155,410	$47,510,808

The allotment date remains unchanged at October 25, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 18)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000020

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* JUL - 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Clause B.4 Award Fee for Service Contracts (1852.216-76)(MAR 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

This modification adjusts Clause B.5 - Estimated Cost and Award Fee (1852.216-85)(SEPT 1983) of the contract for the amount of award fee earned from January 1, 2007 through June 30, 2007 (Period 2). Goddard has determined that an award fee of $1,462,285 (95% of available award fee) has been earned for this period.

Accordingly:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Dawn M. Fountain

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 08/13/2007

1. Clause B.5 – ESTIMATED COST AND AWARD FEE (18-52.216-85)(SEP 1983) is modified as follows:

	FROM (Mod 14)	BY	TO
Estimated Cost	$205,949,513	$0	$205,949,513
Award Fee Earned	$1,431,499	$1,462,285	$2,893,784
Maximum Award Fee Available	$13,853,215	($1,539,246)	$12,313,969
TOTAL	$221,234,227	($76,961)	$221,157,266

2. Clause B. 4 - AWARD FEE FOR SERVICE CONTRACTS , is revised to read as follows:

The contractor can earn award fee from a minimum of zero dollars to the maximum of $12,313,969 during the term of the contract.

A net amount of $1,462,285 shall be paid to the contractor for award fee upon execution of this modification by the Contracting Officer.

3. All other terms and conditions of the contract remain unchanged.

(End of Modification #20)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000021

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200211823 & 4200211881

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) JUL - 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $5,145,730.31

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add funds in the amount of $5,145,730 for continued contract support.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dawn M. Fountain

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA Dawn M. Fountain (Signature of Contracting Officer)

16C. DATE SIGNED 3/14/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 19)	**Changed this modification**	**TO**
Estimated Cost	$43,313,772	$4,759,800	$48,073,572
Award Fee	$ 3,515,280	$385,930	$ 3,901,210
Total CPAF	$46,829,052	$5,145,730	$51,974,782

The allotment date remains unchanged at November 25, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 21)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000022

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) JUL 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$106.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $106.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Dawn M. Fountain

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Dawn M. Fountain
(Signature of Contracting Officer)

16C. DATE SIGNED 8/31/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 19)	**Changed this modification**	**TO**
Estimated Cost	$48,073,572	($99.07)	$48,073,473
Award Fee	$ 3,901,210	($6.93)	$ 3,901,203
Total CPAF	$51,974,782	($106.00)	$51,974,676

The allotment date remains unchanged at November 25, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 22)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. 000023

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) JUL 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
4200216176 & 4200218129 Net Increase: $3,341,342.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the parties
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add funds in the amount of $3,341,342 for continued contract performance and replace Attachment A - Statement of Work dated July 1, 2006 with the revised Attachment A dated September 9, 2007, which added paragraph entitled "Emergency Prepredness and Response."

Accordingly, See page 2.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dawn M. Fountain

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA Dawn M. Fountain (Signature of Contracting Officer)

16C. DATE SIGNED 09/19/2007

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 22)	**Changed this modification**	**TO**
Estimated Cost	$48,073,473	$3,090,741	$51,164,214
Award Fee	$ 3,901,203	$250,601	$ 4,151,804
Total CPAF	$51,974,676	$3,341,342	$55,316,018

The allotment date remains unchanged at November 25, 2007.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 23)

ATTACHMENT A
Sciences and Exploration Data Analysis
(SESDA-II)
Statement of Work
NNG06EB68C
Revised 9/9/07

1. PURPOSE

The purpose of this contract is to provide the development and use of scientific computer systems, engineering data analysis systems, engineering efforts that develop new technologies for scientific instrumentation, software application development and implementation, and computer system management for Science Exploration research at the GSFC.

2. SCOPE

The services required under this contract support a broad range of science disciplines, including solar and space plasma physics, astrophysics and astronomy, planetary studies, atmospheric science and climatology, oceanography, land processes, geodynamics, and solid earth geographics. Research and information technology services includes scientific data analysis; modeling and simulation of physical processes; development of flight project data systems, including field experiments, development of large-scale data management, archival and delivery systems, systems analysis, and programming; and includes engineering, technology, development and research network engineering. The contractor shall support work in all these areas.

Work carried out under this contract is primarily funded by several key organizations (Sciences and Exploration Directorate, Flight Programs and Projects Directorate, and the Applied Engineering and Technology Directorate) within GSFC. These directorates have pivotal roles in NASA's newly released strategic plan outlining a new approach to space exploration using a "building block" strategy to explore scientifically valuable destinations across our solar system. The GSFC also has other areas of strategic responsibility which support NASA's programs and new areas are being assigned by Headquarters from time to time. Most of the services provided will be in direct support to the Science, Flight Programs, Information Technology and Engineering organizational entities at the GSFC. The areas of strategic responsibility for this contract are defined below by category with expanded definitions.

3. PERFORMANCE REQUIREMENTS

The Contractor shall provide support in the functional areas listed below.

3.1 Scientific Data Processing
3.2 Modeling on Data Analysis
3.3 Information Extraction Support

3.4 Multi-mission Data Archival and Analysis
3.5 Computer System(s) Management
3.6 Mission Feasibility Planning
3.7 Systems Development/Systems Engineering
3.8 Applications Software Development and Use
3.9 Database Creation and Data Archiving
3.10 Production Processing
3.11 Telecommunications
3.12 Ground Support
3.13 User Support
3.14 Engineering Support
3.15 Education Outreach
3.16 Science Utilization Support

Each of these functional areas is described below.

3.1 Scientific Data Processing

The scientific data processing support requires the design of efficient input/output and data packing/unpacking techniques: the application of total instrument calibration results to experiment data: data reformatting operations; handling and correlating satellite and detector housekeeping information required for data analysis; elimination of data overlap and merging of orbit and attitude data with experiment data where necessary; applying the appropriate data reduction to algorithms to process the raw initial data into final physical units; and implementing numerical algorithms.

3.2 Modeling and Data Analysis

The data analysis operations require computer programs encompassing such areas as mathematical modeling of physical theories and associated numerical and scientific analyses, pattern recognition, simulation of physical systems, image data analysis, dynamic interaction with graphical displays, and data correlation studies using statistical techniques. This requires problem analysis, algorithm restructuring and program implementation for integration both of new supercomputing technology and advanced workstations via high-speed networks.

3.3 Information Extraction Support

The information extraction support requirement includes mathematical analysis and computer implementation of techniques to perform such functions as radiative transfer and microwave scattering analysis, image enhancement, noise removal, radiometric corrections, geometric correction, registration, filtering and other transformations, pattern recognition, multivariate classification, and change detection of Earth resources and meteorological image data. Included will be conducting surveys or literature searches, gathering or generating related data, setting up and conducting tests, analysis of test

results, producing reports of the investigation, recommending solutions and development, and implementing techniques to solve particular information extraction problems.

3.4 Multi-mission Data Archival and Analysis

The Contractor shall provide support in astrophysics and other science communities with access to archival data from X-ray and Gamma ray and other flight missions. This will include maintaining and disseminating data from previous and concurrent missions as well as for missions in many disciplines; providing software and data analysis support for these data sets; developing and maintaining tools for combining the data from the various missions and for multi-data set analysis; providing a uniform environment for analyzing and combining the data from the various missions; developing and maintaining catalogs of observations and ancillary information for data holdings relevant to that wavelength band; providing online access to catalogs of results from each mission; deriving a uniform set of data products from each mission; coordinating data, software and media standards with other parts of the Astrophysics Data System, including other multi-mission centers; writing and distributing a regular newsletter; and distributing the level 1 raw data, the derived level 2 data products, catalogs of results, the calibrations, the analysis software, and the documentation.

3.5 Computer System(s) Management

The Contractor shall provide system administration and management that includes items such as installing, updating, and testing new releases of manufacturer-supplied operating systems, commercial software packages, and other software necessary for evolving computer systems. The Contractor shall provide programming support for all phases of system software development. This includes such items as the development, modification and enhancement of operating systems, systems software, data management systems/routines, web servers, mail servers, image display and control functions, various system support routines, special device handlers, configuration management, and diagnostics for special peripherals.

The contractor areas of responsibility shall include but not limited to setup of end-user authorization, accounting system, perform backups (e.g., incremental and full of all critical system/user files and data for a rebuild to the nominal state at any point within a 6-12 month period, depending on facility), routinely monitor for availability of critical updates and/or patches, maintain current/accurate information of configuration for all hardware/software, and computer security monitoring. Configuration information shall be made available to the government at all times. Provide general maintenance functions required of system management performing error analysis, monitoring/tailoring system performance, monitor log files for unusual activities and report to management, consulting, and other activities that are required of system management. Provide responsive and communicative technical support to the end-user. The contractor shall provide as needed support to NASA and/or GSFC-wide initiatives such as vulnerability scanning and remediation. Develop and update IT security plans, contingency plans and

risk assessments as directed. The contractor shall assist the government with the on-going development of IT systems configuration policies and/or enforcement.

The Contractor shall provide the full range of science services required for fully utilizing a spectrum of scientific services on a spectrum of computer systems from small standalone workstations to a networked large-scale supercomputing facility. This includes documentation, problem tracking and resolution, code optimization or conversion, algorithm restructuring, telephone or online assistance, software tailoring to meet user requirements, training, performance analysis of application packages, and other activities that are required to support system activities. When appropriate, coordination with NASA's Outsourcing Desktop Initiative Network (ODIN) contractor or CNE is required.

3.6 Mission Feasibility Planning

Technical inputs for mission planning, including development of activity schedules, resource estimates and management documentation such as mission plans shall be provided. The Contractor shall also provide supporting technical analysis for GSFC mission integration with other organizations including other NASA field centers, science working groups, advisory groups, investigators, and other entities. The Contractor shall identify conflicting needs and propose solutions. The Contractor shall provide supporting technical analysis for the preparation of technical papers, reports, proposals, and newsletters. Technical support also includes the editing function for revising and updating documents, coordinating the physical production and distribution of various mission documents.

The Contractor shall establish and maintain the design, development, and maintenance of mission databases including payload, hardware, experiment, requirements traceability, operational and documentation databases. The Contractor shall organize and coordinate mission feasibility meetings and conferences as well as develop materials such as brochures, videotapes, web sites, and displays, coordinating and participating in events. The Contractor shall support local and national physical sciences education programs including the preparation of classroom materials.

3.7 Systems Development/Systems Engineering

The Contractor shall be required to support all phases of systems development/systems engineering. This includes such areas as requirements definition and analysis; conceptual and detail design; integration; hardware sizing and validation; the development of technical documents including information technology documents for targeted systems; software configuration control; and the development and control of external interfaces including digital communication networks. Such support may include aspects of mechanical, electrical, and digital engineering along with aspects of the computer sciences.

In support of the various scientific research, the Contractor shall provide research, design, integration and enhancement of technical systems consisting of both hardware and/or software, and the integration of the same.

3.8 Applications Software Development and Use

The Contractor shall, in coordination with users, define specific design requirements, identifying and understand applicable hardware and system software capabilities and constraints, documenting the proposed design, coding, testing, documenting and maintaining software packages, implementing software configuration control, and demonstrating and/or training users in program or system operation.

The applications software development will typically be in the areas of image enhancement, noise removal, CAD/CAM, radiometric correction, geometric correction, registration, filtering and other transformations, change detection, multi-spectral classification, statistical and mathematical analysis, and related image and non-image data analysis functions. Maintenance and modification to existing operations applications software shall also be required. This function includes the removal of software errors, changing the code for improved operations, and making additions to provide new capabilities. Applications software development also includes the visualization of science data in multi-media form, which may be suitable for research purposes or the general public.

3.9 Database Creation and Data Archiving

The date archiving, database creation, data warehousing, data mining and display functions of the rapidly evolving data management technologies require the Contractor to provide for computing systems to automatically generate data catalogs, file statistics, provide data quality summaries and retrieval of data and extraction of information and knowledge from the science archives and databases created.

3.10 Production Processing

This function includes the preparation of computer runs for job submission and the use of computer programs for the reduction and evaluation of computational results. The Contractor shall maintain files and records of all data received and of all data processed, to set up and maintain science information libraries across a range of technologies, online work files and production logs. The Contractor shall provide for the creation and operation of graphical displays for interactive processing of data displayed modern visualization equipment and on hard copy devices, and for the operation of other computer-driven equipment used to analyze or reduce data. Display of other scientific and engineering data, data entry, and other operations analysis work shall be required.

3.11 Telecommunications

The Contractor shall plan, develop, implement, and test advanced telecommunications systems, supporting all evolving high performance network/web based science systems. The Contractor shall monitor performance, gather statistics, generate reports, evaluate performance, troubleshoot, analyze and resolve problems in the area of networking systems.

3.12 Ground Support

The real-time ground support systems shall require software for telemetry acquisition and storage, various data displays, experiment monitoring, and instrument commanding. In addition, the Contractor shall be required to provide systems support such as systems generation and local modification to the operational system. This includes science field experiments, nationally and internationally.

3.13 User Support

The Contractor shall schedule classes and seminars, assisting in a user support capacity. The Contractor shall train users in order to familiarize them with applications software packages for image processing and computer graphics. Also included is working with and setting up visiting scientist programs, field campaigns and mission support, outreach activities, science education support and technical support for science conferences.

3.14 Engineering Support

All basic, applied and development facets, including design, development, fabrication and verification of space instrumentation is required. The Contractor shall also provide engineering designs and analyses of an instrument, drafting component sections, development of electronic components, field testing, and the verification of acceptable performance of systems, subsystems, and instrumentation when coupled with the computer support.

3.15 Educational Outreach

The Contractor shall be responsible for the preparation of educational materials via written, electronic, web, and audio-visual vehicles and formats that include publications, posters, instruments, apparatus, items, videos, software, hardware, CD Roms, laser discs, and other technology based mediums.

The sciences educational programs at the Center encompass outreach and partnering; development activities with schools, teachers, and students; support of generation of educational technology; the sponsorship or creation of materials; and activities to improve Earth and Space science literacy in the general public and specific audiences.

Examples of the activities include writing, editing, desktop publishing, design, layout, imagery, animation, communications, publicity, documentation, presentations,

visitations, field trips, and support of meetings, conferences, and collaborative projects from a wide range of educators and interest groups.

3.16 Science Utilization Support

The Contractor shall be required to support in identifying specific technologies, science data and products that will have a benefit for the society. This includes multiple areas such as Homeland Security, Air Quality, Disasters, Agriculture Efficiency, Energy, Coastal Zone management, Water, Public Health, Aviation Safety, Ecological forecasting, and Carbon management. The Contractor shall work with the Goddard science community in identifying, proposing, and developing specific products which will be valuable to the user community or operational agencies such as NOAA, EPA, USDA, and other non Governmental organizations in making critical decisions impacting our society. This will also include international entities such as the United Nations, World Meteorological Organization, and others. The Contractor will work closely with the Office and Science Utilization and coordinate all of their related activities with that office.

Electronic and Information Technology Accessibility Standards

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Below are the applicable Section 508 standards that to the functional areas with emphasis on 3.8, 3.9. 3.13, and 3.15.

Subpart B -- Technical Standards
§1194.21 Software applications and operating systems.
§1194.22 Web-based intranet and internet information and applications.
§1194.23 Telecommunications products.
§1194.24 Video and multimedia products.
§1194.25 Self contained, closed products.
§1194.26 Desktop and portable computers.

Subpart C -- Functional Performance Criteria
§1194.31 Functional performance criteria.

Subpart D -- Information, Documentation, and Support
§1194.41 Information, documentation, and support.

Emergency Preparedness and Response

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000024

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* JUL 1 2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $961,957.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is provide incremental funding for continued contract performance. Accordingly, see page 2:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Michele R. Connerton Contracting Officer

15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

16C. DATE SIGNED 10/18/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 23)	**Changed this modification**	**TO**
Estimated Cost	$51,164,214	$894,844	$52,059,058
Award Fee	$ 4,151,804	$67,113	$4,218,917
Total CPAF	$55,316,018	$961,957	$56,277,975

The period of allotment is through February 8, 2008.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 24)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000025

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,212,615.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 11/19/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 24)	**Changed this modification**	**TO**
Estimated Cost	$52,059,058	$2,058,247	$54,117,305
Award Fee	$4,218,917	$154,368	$4,373,285
Total CPAF	$56,277,975	$2,212,615	$58,490,590

The period of allotment is through February 27, 2008.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 25)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 000026

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $11,376,986.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2:

013 ADf TO NNG06EB68C 4,629,549.00
Obligated Amount: $4,629,549.00
Requisition No: 4200230706

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 12/17/07

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 25)	**Changed this modification**	**TO**
Estimated Cost	$54,117,305	$10,583,242	$64,700,547
Award Fee	$4,373,285	$793,744	$5,167,029
Total CPAF	$58,490,590	$11,376,986	$69,867,576

The period of allotment is through April 30, 2008.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 26)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000027

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$370,067.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $370,067.
Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 1/15/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 26)	**Changed this modification**	**TO**
Estimated Cost	$64,700,547	($344,248)	$64,356,299
Award Fee	$5,167,029	($25,819)	$5,141,210
Total CPAF	$69,867,576	($370,067)	$69,497,509

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 27)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000028

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,545,434.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 1/16/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 27)	**Changed this modification**	**TO**
Estimated Cost	$64,356,299	$2,367,846	$66,724,145
Award Fee	$5,141,210	$177,588	$5,318,798
Total CPAF	$69,497,509	$2,545,434	$72,042,943

The period of allotment is through June 19, 2008.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 28)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000029

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$6,000.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $6,000.
Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

16B. UNITED STATES OF AMERICA
Michele Connerton
(Signature of Contracting Officer)

16C. DATE SIGNED 1/31/08

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 28)	**Changed this modification**	**TO**
Estimated Cost	$66,724,145	($5,581)	$66,718,564
Award Fee	$5,318,798	($419)	$5,318,379
Total CPAF	$72,042,943	($6,000)	$72,036,943

The period of allotment remains unchanged.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 29)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000030

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$217,279.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $217,279.
Accordingly, see page 2:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 2/14/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 29)	**Changed this modification**	**TO**
Estimated Cost	$66,718,564	($202,120)	$66,516,444
Award Fee	$5,318,379	($15,159)	$5,303,220
Total CPAF	$72,036,943	($217,279)	$71,819,664

The period of allotment remains unchanged.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 30)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000031	See Block 16C	See Schedule	

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 11)* 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $3,342,535.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Michele R. Connerton	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 2/19/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 30)	**Changed this modification**	**TO**
Estimated Cost	$66,516,444	$3,109,335	$69,625,779
Award Fee	$5,303,220	$233,200	$5,536,420
Total CPAF	$71,819,664	$3,342,535	$75,162,199

The period of allotment is July 25, 2008.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 31)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000032

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $9,177,047.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 3/19/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 31)	**Changed this modification**	**TO**
Estimated Cost	$69,625,779	$8,536,788	$78,162,567
Award Fee	$5,536,420	$640,259	$6,176,679
Total CPAF	$75,162,199	$9,177,047	$84,339,246

The period of allotment is November 18, 2008, per an email from the contractor dated March 18, 2008.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 32)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.: 000033

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable):

6. ISSUED BY — CODE: GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) — CODE: GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$120,000.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $120,000.
Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 4/15/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 32)	**Changed this modification**	**TO**
Estimated Cost	$78,162,567	($111,628)	$78,050,939
Award Fee	$6,176,679	($8,372)	$6,168,307
Total CPAF	$84,339,246	($120,000)	$84,219,246

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 33)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 000034

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable):

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $5,147,966.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor x is not. is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

16B. UNITED STATES OF AMERICA Michele Connerton (Signature of Contracting Officer)

16C. DATE SIGNED 4/20/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81)(JUN 1990) is revised as follows:

	FROM Mod 34	BY	TO
Estimated Cost	$78,050,939	$4,788,806	$82,839,745
Award Fee	$6,168,307	$359,160	$6,527,467
Total CPAF	$84,219,246	$5,147,966	$89,367,212

2. All other terms and conditions remain unchanged.

End of Modification 34

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 000035

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 11) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $254,623.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide increment funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA Michele Connerton (Signature of Contracting Officer)

16C. DATE SIGNED 5/9/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 34)	**Changed this modification**	**TO**
Estimated Cost	$82,839,745	$236,859	$83,076,604
Award Fee	$6,527,467	$17,764	$6,545,231
Total CPAF	$89,367,212	$254,623	$89,621,835

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 35)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000036

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $1,831,665.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 5/19/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 35)	**Changed this modification**	**TO**
Estimated Cost	$83,076,604	$1,703,874	$84,780,478
Award Fee	$6,545,231	$127,791	$6,673,022
Total CPAF	$89,621,835	$1,831,665	$91,453,500

The period of allotment is through December 26, 2008, per an email from the contractor dated May 16, 2008.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 36)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 000037

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$15,000.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $15,000. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA Michele Connerton (Signature of Contracting Officer)

16C. DATE SIGNED 5/28/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 36)	**Changed this modification**	**TO**
Estimated Cost	$84,780,478	($13,953)	$84,766,525
Award Fee	$6,673,022	($1,047)	$6,671,975
Total CPAF	$91,453,500	($15,000)	$91,438,500

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 37)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000038	See Block 16C	See Schedule	

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 13)* 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $5,454,231.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Michele R. Connerton	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 6/20/08

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 37)	**Changed this modification**	**TO**
Estimated Cost	$84,766,525	$5,073,703	$89,840,228
Award Fee	$6,671,975	$380,528	$7,052,503
Total CPAF	$91,438,500	$5,454,231	$96,892,731

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 38)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 000039

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,464,256.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 7/25/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 38)	**Changed this modification**	**TO**
Estimated Cost	$89,840,228	$2,292,331	$92,132,559
Award Fee	$7,052,503	$171,925	$7,224,428
Total CPAF	$96,892,731	$2,464,256	$99,356,987

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 39)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000040

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED (SEE ITEM 13)
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $3,801,111.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
8/4/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 39)	**Changed this modification**	**TO**
Estimated Cost	$92,132,559	$3,535,917	$95,668,476
Award Fee	$7,224,428	$265,194	$7,489,622
Total CPAF	$99,356,987	$3,801,111	$103,158,098

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 40)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000041

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED (SEE ITEM 13)
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause B.4 Award Fee for Service Contracts (1852.216-76)(JUN 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

This modification adjusts Clause B.5 - Estimated Cost and Award Fee (1852.216-85)(SEPT 1993) of the contract for the amount of award fee earned from July 1, 2007 - June 30, 2008 (Period 3). Goddard has determined that an award fee of $2,921,489 (approximately 95% of available award fee) has been earned for this period. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
8/12/08

1. Clause B.5 – ESTIMATED COST AND AWARD FEE (18-52.216-85)(SEP 1993) is modified as follows:

	FROM (Mod 20)	BY	TO
Estimated Cost	$205,949,513	$0	$205,949,513
Award Fee Earned	$2,893,784	$2,921,489	$5,815,273
Maximum Award Fee Available	$12,313,969	($3,078,492)	$9,235,477
TOTAL	$221,157,266	($157,003)	$221,000,263

Provisional award fee in the amount of $2,462,796 has been paid to the contractor for this period. Thus a net amount of **$458,693** shall be paid to the contractor for award fee upon execution of this modification by the Contracting Officer.

2. Clause B. 4 - AWARD FEE FOR SERVICE CONTRACTS , is revised to read as follows:

The contractor can earn award fee from a minimum of zero dollars to the maximum of $9,235,477 during the term of the contract.

3. All other terms and conditions of the contract remain unchanged.

(End of Modification #41)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000042

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED (SEE ITEM 13)
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Net Increase: $5,650,277.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to provide incremental funding for continued contract performance and to revise the invoice and payment office. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
8/15/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 40)	Changed this modification	TO
Estimated Cost	$95,668,476	$5,256,072	$100,924,548
Award Fee	$7,489,622	$394,205	$7,883,827
Total CPAF	$103,158,098	$5,650,277	$108,808,375

2. Clause G. 6 --SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998), is revised as follows:

   The address in paragraph (b)(1) is updated as follows:

   From: Cost and Commercial Accounts Department

   Code 155

   Goddard Space Flight Center

   Greenbelt, MD 20771

   To: NASA Shared Services Center (NSSC)

   Financial Management Division (FMD) – Accounts Payable

   Building 1111, C. Road

   Stennis Space Center, MS 39529

3. All other terms and conditions remain unchanged.

(END OF MODIFICATION 42)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000043

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED (SEE ITEM 13)
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Net Increase: $2,232,653.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
9/18/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 42)	Changed this modification	TO
Estimated Cost	$100,924,548	$2,076,887	$103,001,435
Award Fee	$7,883,827	$155,766	$8,039,593
Total CPAF	$108,808,375	$2,232,653	$111,041,028

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 43)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000044

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED (SEE ITEM 13)
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Net Decrease: -$40,764.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to deobligate funds in the amount of $40,764.
Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Michele Connerton
(Signature of Contracting Officer)

16C. DATE SIGNED
9/22/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 43)	Changed this modification	TO
Estimated Cost	$103,001,435	($37,920)	$102,963,515
Award Fee	$8,039,593	($2,844)	$8,036,749
Total CPAF	$111,041,028	($40,764)	$111,000,264

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 44)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 000045

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable):

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $134,628.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 10/17/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 44)	Changed this modification	TO
Estimated Cost	$102,963,515	$125,235	$103,088,750
Award Fee	$8,036,749	$9,393	$8,046,142
Total CPAF	$111,000,264	$134,628	$111,134,892

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 45)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.
000046

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED (SEE ITEM 13)
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Net Increase: $3,935,568.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
11/17/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 45)	Changed this modification	TO
Estimated Cost	$103,088,750	$3,660,993	$106,749,743
Award Fee	$8,046,142	$274,575	$8,320,717
Total CPAF	$111,134,892	$3,935,568	$115,070,460

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 46)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000047

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$85,698.98

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $85,699.
Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Reginald Gardner, Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 12/12/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 46)	Changed this modification	TO
Estimated Cost	$106,749,743	($79,720)	$106,670,023
Award Fee	$8,320,717	($5,979)	$8,314,738
Total CPAF	$115,070,460	($85,699)	$114,984,761

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 47)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.
000048

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG06EB68C

10B. DATED *(SEE ITEM 13)*
06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Increase:

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED
12/19/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 47)	Changed this modification	TO
Estimated Cost	$106,670,023	$1,998,192	$108,668,215
Award Fee	$8,314,738	$149,864	$8,464,602
Total CPAF	$114,984,761	$2,148,056	$117,132,817

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 48)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 000049	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
1. CONTRACT ID CODE		PAGE 1 OF PAGES 2	

6. ISSUED BY CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Net Decrease: $127,908

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to deobligate funds from the contract. Accordingly,
see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Reginald Gardner Business Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/26/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 48)	Changed this modification	TO
Estimated Cost	$108,668,215	($118,984)	$108,549,231
Award Fee	$8,464,602	($8,924)	$8,455,678
Total CPAF	$117,132,817	($127,908)	$117,004,909

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 49)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 000050

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable):

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $1,438,545.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to obligate funds for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 1/15/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 49)	Changed this modification	TO
Estimated Cost	$108,549,231	$1,338,181	$109,887,412
Award Fee	$8,455,678	$100,364	$8,556,042
Total CPAF	$117,004,909	$1,438,545	$118,443,454

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 50)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. 000051

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A101
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$3,188.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

X D. OTHER (Specify type of modification and authority)
52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not. is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $3,188.
Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Reginald Gardner, Business Manager

15B. CONTRACTOR/OFFEROR
Reginald Gardner
(Signature of person authorized to sign)

15C. DATE SIGNED 1/23/09

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michele R. Connerton

16B. UNITED STATES OF AMERICA
Michele Connerton
(Signature of Contracting Officer)

16C. DATE SIGNED 1/23/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 50)	Changed this modification	TO
Estimated Cost	$109,887,412	($2,966)	$109,884,446
Award Fee	$8,556,042	($222)	$8,555,820
Total CPAF	$118,443,454	($3,188)	$118,440,266

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 51)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO: 000052

3 EFFECTIVE DATE: 01/29/2009

4 REQUISITION/PURCHASE REQ NO

5 PROJECT NO (If applicable)

6 ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7 ADMINISTERED BY (If other than item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO NNG06EB68C

10B DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule — Net Decrease: -$1,252.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☐ is not X is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $1,252.00. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): Reginald Gardner, Business Manager

15B. CONTRACTOR/OFFEROR: Reginald Gardner (Signature of person authorized to sign)

15C. DATE SIGNED: 1/29/09

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Michele R. Connerton

16B. UNITED STATES OF AMERICA: Michele Connerton (Signature of Contracting Officer)

16C. DATE SIGNED: 1/29/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 51)	Changed this modification	TO
Estimated Cost	$109,884,446	($1,165)	$109,883,281
Award Fee	$8,555,820	($87)	$8,555,733
Total CPAF	$118,440,266	($1,252)	$118,439,014

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 52)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000053	See Block 16C	See Schedule	

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $957,584.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Michele R. Connerton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 2/19/09

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 52)	Changed this modification	TO
Estimated Cost	$109,883,281	$890,776	$110,774,057
Award Fee	$8,555,733	$66,808	$8,622,541
Total CPAF	$118,439,014	$957,584	$119,396,598

The period of allotment is through August 2, 2009.

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 53)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 000054

3. EFFECTIVE DATE 03/17/2009

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 13)* 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: $1,227,327.44

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Michele R. Connerton

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED 3/17/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 53)	Changed this modification	TO
Estimated Cost	$110,774,057	$1,141,700	$111,915,757
Award Fee	$8,622,541	$85,627	$8,708,168
Total CPAF	$119,396,598	$1,227,327	$120,623,925

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 54)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO. 000055

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,600,499.16

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.
Delivery Location Code: GSFC
NASA/Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt MD 20771 USA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 4/17/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 54)	Changed this modification	TO
Estimated Cost	$111,915,757	$2,419,070	$114,334,827
Award Fee	$8,708,168	$181,430	$8,889,598
Total CPAF	$120,623,925	$2,600,500	$123,224,425

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 55)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000056	See Block 16C	See Schedule	

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $5,951,047.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Michele R. Connerton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 5/19/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 55)	Changed this modification	TO
Estimated Cost	$114,334,827	$5,535,858	$119,870,685
Award Fee	$8,889,598	$415,189	$9,304,787
Total CPAF	$123,224,425	$5,951,047	$129,175,472

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 56)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 000058

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 13)* 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $4,299,938.16

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Michele R. Connerton

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED 6/16/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 57)	Changed this modification	TO
Estimated Cost	$119,803,917.18	$3,999,942.47	$123,803,859.65
Award Fee	$9,299,779.41	299,995.69	$9,599,775.10
Total CPAF	$129,103,696.59	$4,299,938.16	$133,403,634.75

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 58)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO: 000057

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ NO: See Schedule

5. PROJECT NO (If applicable):

6. ISSUED BY CODE: GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE: GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO: NNG06EB68C

10B. DATED (SEE ITEM 13): 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$71,775.41

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)
X	52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not x is required to sign this document and return 1 copies to the issuing office

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

The purpose of this modification is to deobligate funds in the amount of $71,775.41.
Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print): Reginald Gardner, Business Manager

15B. CONTRACTOR/OFFEROR: Reginald Gardner (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Michele R. Connerton

16B. UNITED STATES OF AMERICA: MRConnerton (Signature of Contracting Officer)

16C. DATE SIGNED: 6/3/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 56)	Changed this modification	TO
Estimated Cost	$119,870,685	($66,767.82)	$119,803,917.18
Award Fee	$9,304,787	($5,007.59)	$9,299,779.41
Total CPAF	$129,175,472	($71,775.41)	$129,103,696.59

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 57)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000059	07/14/2009		

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $3,859,868.00
See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this amendment is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Michele R. Connerton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 7/14/09

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 58)	Changed this modification	TO
Estimated Cost	$123,803,859.65	$3,590,575.00	$127,394,434.65
Award Fee	$9,599,775.10	$269,293.00	$9,869,068.10
Total CPAF	$133,403,634.75	$3,859,868.00	$137,263,502.75

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 59)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO. 000060

3 EFFECTIVE DATE 07/28/2009

4. REQUISITION/PURCHASE REQ NO See Schedule

5. PROJECT NO (If applicable)

6 ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7 ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO NNG06EB68C

10B DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$49,878.99

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, x is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of $49,878.99. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Reginald Gardner Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED 7/28/09

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 7/28/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 59)	Changed this modification	TO
Estimated Cost	$127,394,434.65	($46,399.06)	$127,348,035.59
Award Fee	$9,869,068.10	($3,479.93)	$9,865,588.17
Total CPAF	$137,263,502.75	($49,878.99)	$137,213,623.76

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 60)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000061

3. EFFECTIVE DATE 08/12/2009

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $5,098,206.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 8/12/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 60)	Changed this modification	TO
Estimated Cost	$127,348,035.59	$4,742,517.00	$132,090,552.59
Award Fee	$9,865,588.17	$355,689.00	$10,221,277.17
Total CPAF	$137,213,623.76	$5,098,206.00	$142,311,829.76

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 61)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000062

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause B.4 Award Fee for Service Contracts (1852.216-76) (JUN 2000)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

This modification adjusts Clause B.5 - Estimated Cost and Award Fee (1852.216-85) (SEPT 1993) of the contract for the amount of award fee earned from July 1, 2008 - June 30, 2009 (Period 4). Goddard has determined that an award fee of $2,910,714 (approximately 95% of available award fee) has been earned for this period. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 8/17/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.5 – ESTIMATED COST AND AWARD FEE (18-52.216-85)(SEP 1993) is modified as follows:

	FROM (Mod 41)	**BY**	**TO**
Estimated Cost	$205,949,513	$0	$205,949,513
Award Fee Earned	$5,815,273	$2,910,714	$8,725,987
Maximum Award Fee Available	$9,235,477	($3,078,492)	$6,156,985
TOTAL	$221,000,263	($167,778)	$220,832,485

Provisional award fee in the amount of $2,462,796 has been paid to the contractor for this period. Thus a net amount of **$447,918** shall be paid to the contractor for award fee upon execution of this modification by the Contracting Officer.

2. Clause B. 4 - AWARD FEE FOR SERVICE CONTRACTS , is revised to read as follows:

The contractor can earn award fee from a minimum of zero dollars to the maximum of $6,156,985 during the term of the contract.

3. All other terms and conditions of the contract remain unchanged.

(End of Modification #62)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000063

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,327,335.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 8/19/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 61)	Changed this modification	TO
Estimated Cost	$132,090,552.59	$2,164,963	$134,255,515.59
Award Fee	$10,221,277.17	$162,372	$10,383,649.17
Total CPAF	$142,311,829.76	$2,327,335	$144,639,164.76

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 63)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000063

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,327,335.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michele R. Connerton

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 8/19/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 61)	Changed this modification	TO
Estimated Cost	$132,090,552.59	$2,164,963	$134,255,515.59
Award Fee	$10,221,277.17	$162,372	$10,383,649.17
Total CPAF	$142,311,829.76	$2,327,335	$144,639,164.76

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 63)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000064	See Block 16C	See Schedule	

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY (If other than Item 6) CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED (SEE ITEM 13) 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $4,643,884.53

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Michele R. Connerton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 9/18/09

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 63)	Changed this modification	TO
Estimated Cost	$134,255,515.59	$4,319,892.59	$138,575,408.18
Award Fee	$10,383,649.17	$323,991.94	$10,707,641.11
Total CPAF	$144,639,164.76	$4,643,884.53	$149,283,049.29

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 64)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000065

3. EFFECTIVE DATE 09/28/2009

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Attn: Michele Connerton
Greenbelt MD 20771

7. ADMINISTERED BY *(If other than Item 6)* CODE GSFC

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ADNET SYSTEMS INC
Attn: Reginald Gardner, Business Manager
7515 Mission Drive, Suite A1C1
Lanham MD 20706

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG06EB68C

10B. DATED *(SEE ITEM 13)* 06/15/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $2,625,826.03

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding for continued contract performance. Accordingly, see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Michele R. Connerton

15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

16C. DATE SIGNED 9/28/09

1. Clause B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

	FROM (Mod 64)	Changed this modification	TO
Estimated Cost	$138,575,408.18	$2,442,628.87	$141,018,123.18
Award Fee	$10,707,641.11	$183,197.16	$10,890,838.27
Total CPAF	$149,283,049.29	2,625,826.03	$151,908,875.32

2. All other terms and conditions remain unchanged.

(END OF MODIFICATION 65)

NNG06EB68C

Source Selection

Statement

(dated around 2/10/06)

SELECTION OF CONTRACTOR
FOR
SCIENCES AND EXPLORATION DATA ANALYSIS (SESDA-II)

On February 10, 2006, I, along with other senior officials from NASA/Goddard Space Flight Center met with members of the Source Evaluation Board (SEB) to hear their findings based on the evaluation of proposals for the SESDA-II solicitation.

I. PROCUREMENT DESCRIPTION

On July 22, 2005, NASA/GSFC released Solicitation No. NNG05101107R for the Sciences and Exploration Data Analysis (SESDA-II) procurement.

This was a competitive procurement set aside for small business concerns to provide support to the Goddard Space Flight Center's (GSFC) Sciences and Exploration Directorate. The work includes but is not limited to the development and use of scientific computer systems, engineering data analysis systems, engineering efforts that develop new technologies for scientific instrumentation, software application development and implementation, and computer system management for research at NASA's Goddard Space Flight Center, Greenbelt, MD.

The contractor shall support ongoing missions related to NASA's Science Mission Directorate. These missions include but are not limited to in-orbit satellites such as the Advanced Composition Explorer (ACE); Imager for Magnetopause-to-Aurora Global Exploration (IMAGE); Mercury Surface, Space Environment, Geochemistry, and Ranging (MESSENGER); Solar Radiation and Climate Experiment (SORCE); Earth Observing-1 (EO-1); Ice, Cloud and land Elevation Satellite (ICESat); Tropical Rainfall Measuring Mission (TRMM); and Landsat-7.

The award will result in a 5-year Cost-Plus-Award-Fee (CPAF) contract with this selection.

The following four companies submitted timely proposals on September 7, 2005:

1. ADNET Systems, Inc.
   164 Rollins Avenue, Suite 303
   Rockville, MD 20852

2. Caelum Research Corporation
   1700 Research Blvd., Suite 100
   Rockville, MD 20850

3. Global Science and Technology, Inc.
7855 Walker Drive
Greenbelt, MD 20770

4. Science Systems and Application, Inc.
10210 Greenbelt Road, Suite 600
Lanham, MD 20706

II. EVALUATION PROCEDURES

The Request for Proposal (RFP) defined the evaluation factors as Mission Suitability, Cost/Price, and Past Performance. The RFP specified the relative order of importance of the evaluation factors as follows: "Cost/Price factor is significantly less important than the combined importance of the Mission Suitability and Past Performance factors. As individual factors, the Past Performance factor is less important than the Mission Suitability factor, but more important than Cost/Price."

Of these evaluation factors, the RFP provided that only Mission Suitability would be point scored in the evaluation process. In this regard, the RFP defined Mission Suitability as consisting of the following subfactors and assigned points to each as indicated.

		Points
Subfactor A— Understanding the Requirements		400
Subfactor B— Management Plan		275
Subfactor C— Total Compensation Plan		225
Subfactor D— Safety and Health Plan		100
	Total	**1000**

Prior to the issuance of the RFP, the SEB developed detailed evaluation criteria and the numerical scoring system for Mission Suitability as delineated above. In explaining the detailed evaluation procedures, the RFP described the evaluation factors and subfactors, provided the Mission Suitability numerical scoring scheme and specified the criteria to be used in the evaluation.

The RFP provided for the evaluation, not numerical scoring, of the Past Performance and Cost factors. To assist in evaluating the Past Performance factor, the RFP provided the adjectival ratings of "Excellent," "Very Good," "Good," "Fair," "Poor," or "Neutral" depending upon the assessment of each proposal in this area. Regarding the Cost factor, the RFP stated that the adequacy and realism of the cost proposal and the probable cost to the Government would be evaluated. The RFP also stated that a Mission Suitability score downward adjustment would be made based on the percentage difference between the proposed and probable costs, in accordance with Section M.5 of the RFP.

III. MISSION SUITABILITY EVALUATION

Scoring each subfactor in accordance with the weights delineated in the RFP resulted in the following ranking of the proposals:

ADNET
SSAI
Caelum
GST

The significant substance of the SEB's evaluation of Mission Suitability for each proposal follows.

ADNET

ADNET received an overall rating of "Very Good," earning the highest Mission Suitability score and notably higher scores in each of the Mission Suitability subfactors with the exception of Safety and Health which was equal to the Caelum and GST scores for this subfactor. The ADNET proposal had seven (7) significant strengths, eight (8) strengths, no weaknesses and no significant weaknesses. The ADNET proposal received the following rating for each individual subfactor:

Subfactor A— Understanding the Requirements	Very Good
Subfactor B— Management Plan	Excellent
Subfactor C— Total Compensation Plan	Excellent
Subfactor D—Safety and Health	Good

In the area of **Understanding the Requirements,** the ADNET proposal had two (2) significant strengths, two (2) strengths, no weakness and no significant weaknesses.

The first significant strength was ADNET's comprehensive technical approach across the Functional Areas that comprehended the complex technical requirements of the Statement of Work (SOW) and SOW Addendum. Their detailed approach demonstrated technical innovation of the requirements and will minimize the risk of performance. Highlights include but are not limited to the following: innovative supercomputing and distributive computing process; significantly improved joint applications development; new techniques for prototyping-oriented rapid applications development; establishment of international collaborations in the areas of system development/systems engineering; expanded use of quick look assessments for risk reduction in the areas of data processing and database operations; innovative "cradle to grave" quality control anomaly investigation; establishment of database designs which considers immediate use of data

as well as future access needs; and provisions of external facilities to supplement on-site performance.

The second significant strength was how ADNET recognizes that the GSFC culture includes a close working relationship between contractor and civil servants. ADNET proposed to work very closely with customers, end users, and operations teams throughout the lifecycle phases and especially during requirements analysis and design. This demonstrates ADNET's understanding of the required support services for SESDA II.

Under **Management Plan,** the ADNET proposal had three (3) significant strengths, four (4) strengths, no weakness and no significant weaknesses.

The first significant strength was ADNET's surveillance methods which intimately involves government personnel in the development of meaningful metrics, the ability to capture key performance metrics, feedback through proposed customer surveys, and access to data via an online management tool. Highlights include but are not limited to the following: quality process which will independently assess the effectiveness of the surveillance plan; synchronization of communications about assigned work; demonstration of clear understanding of overall responsibility of service and products; and end-to-end integration of automated "front-office" functions. These techniques and tools will greatly facilitate the government's performance evaluation and to assure customer satisfaction, surveys will be provided and information relative to performance will be captured via several mechanisms.

The second significant strength was for providing a comprehensive and thorough approach to managing the requirements as described in the SOW and the SOW Addendum. In addition to the Management tools, the Roles and Responsibilities, Teaming Arrangements, Organizational Structure, and Key Personnel will enhance their abilities for successful contract performance through an agile project organization, a customer-facing organization with a well defined process, a well thought out performance improvement process and risk rating methodology, and several proactive methods for staying current with problems and maintaining overall control.

The third significant strength was for the Phase-In plan consisting of a comprehensive detailed realistic timeline and sequence of events. The level of detail provided by the Offeror shows that the sequence of steps to be implemented for a successful Phase-In are logical and would lead to success as projected. Contingency plans were incorporated to provide viable alternatives.

Under **Total Compensation Plan,** the ADNET proposal had two (2) significant strengths, two (2) strengths, no weakness and no significant weaknesses.

The first significant strength was that ADNET demonstrates an outstanding approach to staffing which recognizes a need for fluctuations, methods of recruiting and hiring from the incumbent, and managing multiple customers with diverse requirements arising from

the current NASA focus towards ensuring its place as a science research agency. Highlights include but are not limited to the following: factors used in determining skill-mix diversity were comprehensive and well-developed; excellent automated tools will assist in tracking availability and assigning resources to eliminate underutilization of employees; staffing will be dynamically based which provides for flexibility in changing workforce environments; thorough cross-training and staff development policies; and alternative methods of recruiting and sourcing strategies. This will ensure that staffing requirements will be met in an effective manner to avoid interruption in mission performance.

The second significant strength was ADNET's highly effective and innovative integrated Total Compensation Plan, which includes supportive benefits and flexibilities that will improve stability in the workforce. This is accomplished through the following: aggressive award fee sharing with employees; acknowledgment of employee contributions to the success of contract performance; consistent use of labor categories and salaries; and comprehensive and aggressive benefit plans for all employees.

No strengths or weaknesses were found under the **Safety and Health Plan**.

SSAI

SSAI received an overall rating of "Very Good," earning the second highest overall Mission Suitability and the second highest scores in each of the Mission Suitability subfactors with the exception of Safety and Health which was the lowest score for this subfactor. The SSAI proposal had four (4) significant strengths, eight (8) strengths, three (3) weaknesses and one (1) significant weakness. The SSAI proposal received the following rating for each individual subfactor:

Subfactor A— Understanding the Requirements	Very Good
Subfactor B— Management Plan	Very Good
Subfactor C—Total Compensation Plan	Very Good
Subfactor D—Safety and Health	Good

In the area of **Understanding the Requirements**, the SSAI proposal had one (1) significant strength, two (2) strengths, one (1) weakness and no significant weakness.

SSAI received a significant strength for providing a comprehensive technical approach across the Functional Areas that related to the complex technical requirements of the SOW and SOW Addendum. SSAI's detailed approach demonstrates some technical innovation of the requirements and minimizes risks of performance. Most notable examples are: takes advantage of economies of scale by use of multi-use tools and technologies; utilizes a program of vigorous collaborative research with GSFC; and proposes an effective distributive approach of various functions in the IT, engineering and science areas.

Under the **Management Plan**, the SSAI proposal had two (2) significant strengths, four (4) strengths, one (1) weakness and no significant weaknesses.

The first significant strength for SSAI is a through surveillance plan, which involves government personnel in the development of meaningful metrics, the ability to capture key performance metrics, feedback through proposed customer surveys, and access to data via an online management tool. This will provide the government with real time access to ongoing performance.

The second significant strength for SSAI was for providing a thorough approach to managing the SOW requirements. In addition to the management tools, the Roles and Responsibilities, Teaming Arrangements, Organization Structure, and Key Personnel will enhance their abilities for successful contract performance through a demonstrated recognition of the magnitude of the complexity of the work proposed and a recognition of alternative types of work activity schedules.

Under **Total Compensation Plan** the SSAI proposal had one (1) significant strength, two (2) strengths, no weakness and one (1) significant weakness.

The significant strength was for the effectiveness of the Total Compensation Plan which is inclusive of supportive benefits and flexibilities that will promote stability in the workforce. Highlights include but are not limited to the following: exceptional benefits for all employees and detailed job analysis to determine job requirements, duties and requirements.

The significant weakness for SSAI was the inconsistency of the proposed skill mix and level of staffing with the proposed technical approach and the lack of an adequate explanation for this inconsistency. There was a reduction of the number of FTEs and skill/experience levels required for what SSAI expects will drive requirements for highly skilled personnel for support in the SESDA II environment. In numerous functional areas (e.g. Scientific Data Processing, Modeling and Data Analysis, Multi-mission Data Archival and analysis and User Support), SSAI clearly stated that highly skilled personnel were critical, but provided no explanation of the declining number of proposed FTEs from senior to junior that could have a detrimental impact on the assigned work.

SSAI's **Safety and Health plan** received one weakness.

Caelum

Caelum received an overall rating of "Good," earning the second lowest overall Mission Suitability score and the second lowest for each Mission Suitability subfactor with the exception of Safety and Health which was equal to the ADNET and GST scores for this subfactor. The Caelum proposal had one (1) significant strength, eight (8) strengths, five (5) weaknesses and four (4) significant weaknesses. The Caelum proposal received the following rating for each individual subfactor:

Subfactor A— Understanding the Requirements	Good
Subfactor B— Management Plan	Fair
Subfactor C—Total Compensation Plan	Good
Subfactor D—Safety and Health	Good

In the area of **Understanding the Requirements**, the Caelum proposal had one (1) significant strength, two (2) strengths, three (3) weakness and no significant weaknesses.

Caelum received a significant strength for demonstrating a well thought out technical approach to the system/software life cycle that would further enhance the success of system and software development and maintenance within various functional areas through the use of open source software and reuse of NASA software, integrated product team, life cycle methodology, and prototyping methodology. To this end the Offeror understands the risks involved in using this methodology and will apply the necessary safeguards.

Under the **Management Plan**, the Caelum proposal had no significant strengths, three (3) strengths, one (1) weakness and four (4) significant weaknesses.

The first significant weakness was that Caelum's proposed Organizational staffing structure represented a major risk to the success of the contract in three significant areas which demonstrated a lack of insight in these areas and will cause a major risk to the successful performance of the contract: 1) Four of the nine top positions proposed by Caelum are hires contingent on contract award; 2) The proposal does not clearly demonstrate that the people proposed are willing to leave their current positions; 3) One senior manager does not have the engineering, mission, or operations expertise needed to technically manage effectively the assigned Work Areas. Another group manager has less technical expertise, and will be managing the administrative aspects of this group, as well as focusing attention to being Deputy Program Manager; leaving that technical area inadequately supported.

The second significant weakness was that Caelum inadequately addressed risk management. The lack of timeliness of the proposed mitigation methods and the level of severity assigned to risks indicate a clear lack of understanding in this area.

The third significant weakness was the lack of definition within Caelum's proposed technical lines of communication between the prime contractor and its subcontractor. This will increase the risk of conflict between subcontractor management and employees. Some groups have personnel being managed by a group manager who are not of the same company. Also there is no indication of how the company and its resources that back the contract will become available. Further, there is difficulty discerning how the management strategy will work effectively without conflicts over responsibility.

The fourth significant weakness was the incomplete nature of the development and the availability of the automated management system. Converging computer systems and/or functions for an emerging new system, with no contingency plan, has a high level risk because its developmental unknowns and required burn-in time during a crucial transitional period of the contract are unclear.

Under **Total Compensation Plan** the Caelum proposal had no significant strengths, three (3) strengths, one (1) weakness and no significant weaknesses.

No strengths or weaknesses were found under the **Safety and Health Plan**.

GST

GST received an overall rating of "Good," earning the lowest overall Mission Suitability score and the lowest scores in the Management Plan and Total Compensation Plan and the second lowest in Understanding the Requirements. Safety and Health was equal to the ADNET and Caelum scores for this subfactor. The GST proposal had no significant strengths, thirteen (13) strengths, two (2) weaknesses and five (5) significant weaknesses. The GST proposal received the following rating for each individual subfactor:

Subfactor A— Understanding the Requirements	Good
Subfactor B— Management Plan	Fair
Subfactor C—Total Compensation Plan	Good
Subfactor D—Safety and Health	Good

In the area of **Understanding the Requirements**, the GST proposal had no significant strengths, six (6) strengths, no weakness and one (1) significant weakness.

GST received a significant weakness for a lack of understanding of the current level and planned future activities as required by the SOW. Collectively, many of the functional areas such as modeling and data analysis, information data extraction, mission feasibility planning, and database creation and data archiving were depicted in a way that raised serious doubt of their technical approach. Other areas were only described in a generic manner with a focus on process and lacked the insight of strong technical direction.

Under the **Management Plan**, the GST proposal had no significant strengths, five (5) strengths, one (1) weakness and three (3) significant weaknesses.

The first significant weakness was the lack of accountability and effectiveness of GST's proposed management approach. GST's proposal eliminated a senior management position, separated subcontractor managers, and assigned group managers responsibility for directing employees of different companies. For larger departments, one manager performed administrative duties and handled the technical issues, an approach that was

evaluated as unrealistic. A similar issue exists within the Technical Lead Position given the information provided.

The second significant weakness was GST did not provide pertinent descriptive details on their overall management system and its components. Their proposal did not provide any descriptive details on their high priority Quality Management System process to effectively assess how these methods will ensure quality services. The proposal does not provide specifics of what corrective actions can be performed in response to performance deficiencies; assigning priorities is not addressed for corrective actions; and unscheduled surveillance is reactive rather than proactive and is dependent on customer complaints or survey responses.

The third significant weakness was GST did not indicate how employees will be evaluated and incentivized when the supervisors and managers are outside of their company. Managing employees drawn from different subcontractors who are evaluated differently or who receive different benefits, in particular bonuses and awards, will lead to task inefficiencies and miscommunications.

Under **Total Compensation Plan** the GST proposal had no significant strengths, two (2) strengths, one (1) weakness and one (1) significant weakness.

The significant weakness for GST was there was no background, education, or experience provided for managers other than the Program Manager. Not providing any substantive information about the abilities of the high level managers does not allow the government to effectively assess the ability of this team to successfully execute the contract. In addition, there was a reduction of the number of FTEs and skill/experience levels required for what GST expects will drive requirements for highly skilled personnel for support in the SESDA II environment. In numerous functional areas (e.g. Scientific Data Processing, Modeling and Data Analysis, Multi-mission Data Archival and Analysis and Database Creation and Data Archiving), GST clearly stated that highly skilled personnel were critical but provided no explanation of the declining number of proposed FTEs from senior to junior that could have a detrimental impact on the assigned work.

No strengths or weaknesses were found under the **Safety and Health Plan**.

IV. PAST PERFORMANCE EVALUATION

The evaluation for past performance considered the following: Statement of Work Relevancy, Technical Performance, Program Management and Cost Management.

The ADNET and SSAI teams received a rating of Excellent under the Past Performance Factor because they demonstrated highly relevant experience and overall excellent performance on previous and present contracts. The adjectival ratings provided in the questionnaires were predominately in the Excellent range, with some in the Very Good

range, for technical performance and program and cost management. In addition, the questionnaire's raters provided qualitative material to support a rating of Excellent.

Caelum's team received a rating of Very Good under the Past Performance Factor because they demonstrated very relevant experience and very good overall performance on previous and present contracts. The adjectival ratings provided in the questionnaires were in the Very Good range for technical performance, program and cost management.

GST's team received a rating of Very Good under the Past Performance Factor because they demonstrated very relevant experience on previous and present contracts. The adjectival ratings were predominately in the Very Good range, with some in the Excellent range, for technical performance, program and cost management.

V. COST EVALUATION

The Cost/Price evaluation was based on the companies' proposed costs for the five-year contract. The RFP instructed the Offerors to devise their own approach for performing and managing the contract effort. The SEB evaluated the costs as proposed and made its assessment of probable costs, using DCAA recommendations, when appropriate.

ADNET's evaluated cost included a minor probable cost adjustment, which did not result in a point adjustment. Specifically, ADNET's proposal was adjusted upward to reflect DCAA recommended labor and ODC rates.

SSAI's evaluated cost included a probable cost adjustment between 5-10 percent which resulted in a mission suitability point adjustment. Specifically, upward adjustments were made to direct labor categories and hours.

Caelum's evaluated cost included a minor probable cost adjustment to labor hours and rates which did not result in a point adjustment.

GST's evaluated cost included a probable cost adjustment between 5-10 percent which resulted in a mission suitability point adjustment. Specifically, adjustments were made to subcontractor's proposals to reflect appropriate labor rates and recommended indirect rates. Also, adjustments were made to direct labor categories and hours.

VI. DECISION

During the course of the SEB presentation, I solicited and considered the views of senior NASA/Goddard personnel who heard the presentation and who have responsibilities related to this procurement. I considered the report of the SEB along with the written and oral presentation in making my decision.

With regard to Mission Suitability, I first noted that, based on the low technical rating,

the Caelum and GST proposals were unlikely to provide services at a level of quality comparable to the other two offerors. Therefore, only two of the four proposals evaluated, qualified as being technically desirable, having adjectival ratings of either very good or excellent. These two proposals (listed in order of ranking) are as follows: ADNET and SSAI. I also noted that the proposal from ADNET was the only proposal given the subfactor adjectival rating of excellent, specifically in the areas of Management Plan and Total Compensation Plan.

Regarding the past performance factor, all of the offerors received ratings of either very good or excellent. In general, the level of relevant experience and record of past performance between the two offerors with the highest mission suitability scores is such that I consider the past performance factor not to be a significant discriminator in my selection decision. I also note that the past performance carries less weight than the mission suitability evaluation factor.

With regard to cost, a review of the two technically desirable proposals shows that SSAI appears to provide the lowest probable cost by a small margin, with ADNET second. I also note that the cost evaluation factor is less important than the mission suitability factor and slightly less important than the past performance factor. Although the SSAI proposal has a lower evaluated probable cost than ADNET, the excellence of ADNET's technical approach as evidenced by its high mission suitability score overrides the small cost difference between these two offerors. While the ADNET proposal received no weaknesses resulting from the evaluation, the SSAI proposal contained weaknesses (one significant) in both management plan and total compensation plan.

In conclusion, under the Mission Suitability factor, which is the most important of the three evaluation factors, ADNET offered a clearly superior proposal, with a higher number of strengths and no weaknesses. It is my judgment that the ADNET proposal demonstrated a thorough and comprehensive approach for meeting the SESDA requirements and its proposal is clearly of high quality, warranting a reasonable, albeit higher probable cost.

Based on the above, I found that ADNET represented the best value to NASA by offering the highest rated technical proposal among the offerors. ADNET's superior approach offers benefits to the Government in the management of this effort, which includes significant technical strengths in understanding the requirements, comprehensive and thorough management approach and superior total compensation plan.

Accordingly, I select ADNET for award of the Sciences and Exploration Data Analysis (SESDA-II) contract.

John T. Dalton
Deputy, Science and Exploration Directorate

2/24/00
Date

- NN606E868C

- List of Task Orders

WAP #	Task Description			
100.0-002	NASA-Strategic Integration Office-Education Support II			
100.0-003	Strategic Analysis Intern			
180.0-001	IV & V Outreadch and Programmatic Support			
401.0-001	Lunar Atmosphere and Dust Envirnoment Explorer (LADEE) Technical Support			
410.0-001	SAM Instrument			
417.0-001	GOES-R Communications Support Services			
426.0-001	Earth Sciences Story Development for GSFC			
427.0-002	Landsat Data Continuity Mission Support			
443.0-001	JWST Information Management			
460.0-001	STP/LWS Program IT and Web Support			
460.0-002	STP/LWS Education and Public Outreach			
461.0-001	Electrostatic Modeling of MMS			
461.0-002	MMS Engineering Support			
461.0-005	MMS Observatory Instrument Support			
544.0-001	Mechanical Lab Support for JWST Microshutters			
550.0-002	ORCA Mechanical Design Support			
552.0-001	Cryogenics Laboratory Support			
554.0-001	Electro-Optical engineering support for ATLAS			
554.0-002	CAD Design of a De-rated GLAS Laser			
556.0-001	LOLA Bench Checkout Equipment (BCE) Support			
556.0-002	Fast Plasma Investigation (FPI) Mechanical Design			
580.0-002	Web Interface for EPO Intern Applicants			
586.0-004	Science Processing Support Office Task			
587.0-001	ESDIS Outreach Support			
588.0-002	GSFC Mission Svcs. Evolution Ctr. (GMSEC) Support			
588.0-005	Goddard Technology Management Office (GTMO) Support			
588.0-006	Operations Support			
588.0-008	C3I Exploration Initiatives Support			
596.0-001	LRS II System Engineering			
596.0-002	MMS Three Axis Accelerometer Breadboard			
600.0-002	Code 600 Laser Technology Program Management			
601.0-001	Technical Support			
601.0-002	Spectra			
601.0-003	Lunar In Situ Fabrication			
605.0-002	SSDOO Mission Planning			
605.0-003	Science Proposal Support Office Services			
605.0-004	Code 605 Mission Cost Modeling			
606.0-005	Consolidated Code 600 System Administration			
606.0-006	Code 600 Data Center Support			
606.0-007	Directorate IT Security Support			
606.0-008	SED Web Council Technical Writer Support Task			
606.0-009	Re-Architecture Networking Support			
606.0-010	Analysis of Alternatives and Supporting Studies for NCCS			
606.1-002	HECN Network Support			
606.3-003	Direct Readout Data Systems Design and Development			
606.3-004	System Administration Support for MU-SPIN			
610.0-001	EOS Project Science Office Support			
610.0-002	MODIS Atmospheres Product Support			
610.0-003	Special NASA HQ Requests Activities			
610.0-004	NASA SMD HQ Outreach Support			
610.0-005	MODIS Surface Albedo and Atmospheric Correction Analysis			
610.0-007	Earth Science Story Development			
610.0-011	AVDC Support			
610.0-013	Applied Science Communication and Outreach			
610.2-001	Mirador			
610.2-002	Interoperability Standards			
610.2-003	GIOVANNI			
610.2-006	Data Fusion			
610.2-007	A-Train Data Depot			
610.2-008	P-DISC			
610.2-009	ACDISC			
610.2-010	Atmospheric Dynamics DISC			
610.2-011	Modeling DISC Project			
610.2-012	NEESPI			
610.2-013	Oceans REASON			
610.2-023	Operations			
610.2-027	SE/SA (non-ECS)			
610.2-028	Web			
610.2-029	Security			
610.2-030	PC Support			
610.2-032	Science Maintenance			
610.2-071	Global Change Master Directory Task			
610.2-072	International & Interagency Report Task			
610.2-073	CDC Support			

WAP #	Task Description			
612.1-011	LWS/SDO EPO Support			
612.1-012	Support for EUNIS Sounding Rocket Instrument			
612.2-002	Cassini/CAPS Software Engineering Support			
612.2-003	Cluster Support			
612.3-001	Geotail Data Support			
612.3-002	Heliospheric Studies			
612.3-004	CCMC Systems and Network Support			
612.3-005	Electric Fields Science Support			
612.3-006	Rocket-Flight Data Support			
612.3-008	Support for the C/NOFS and Sounding Rocket Experiments			
612.4-001	Voyager Software and Data Analysis			
613.1-001	GOES and Other Geosynchronous Data Processing			
613.3-008	Long Term Multi-Sensor Ozone Data Records			
613.3-009	TOMS History Documentation			
614.0-001	GSFC Visitor Center Support			
614.0-003	Hubble Space Telescope Outreach Support			
614.1-002	AMSR-E Sea Ice Algorithm Validation and Refinement			
614.1-003	MODIS Snow Project Support			
614.1-004	Remote Sensing Studies of Sea Ice			
614.2-001	Physical Oceanography Model Support			
614.3-002	Assessment of NASA Derived Products in IMAAC Models			
614.5-002	OMI SIPS Development & Operations			
614.6-001	AMSR-E Sea Ice and Snow on Sea Ice Support			
614.6-003	Remote Sensing of Sea Surface Salinity			
614.6-004	Radar Design and Data Analysis			
660.0-001	Spitzer Analysis of Swift BAT AGN			
660.1-001	XTE Guest Observer Facility Support			
660.1-002	Suzaku Guest Observer Facility Support			
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660.1-004	XTE SOC S/W			
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661.0-003	GLAST Science Support Center			
661.0-005	INTEGRAL Support			
662.0-001	Database and Web Support			
662.0-002	HEASARC Software Support			
662.0-003	Constellation-X Web Pages and Outreach			
662.0-004	HEASARC Mission-specific Software Support			
662.0-005	Instrument Development for X-Ray Polarimetry and Diffractometry			
662.0-006	X-Ray Microcalorimeter Development Support			
662.0-007	X-Ray Data Analysis			
665.0-001	LAMBDA Data Archive			
665.0-002	WMAP Science Data Support			
665.0-003	CMB Observations and Intrumentation (ARCADE)			
665.0-005	FIR/Submillimeter Interferometer Design Studies			
665.0-006	JWST Microshutter Technology Development			
665.0-007	IR Instrument Development			
665.0-008	GALEX Guest Investigator (GI) Support			
665.0-010	Multivariate Galaxy Luminosity			
665.0-011	Long Wavelength Detector Development			
665.0-012	Low Noise Electronics for LISA Metrology			
665.0-013	SOFIA/SAFIRE Instrument Development			
665.0-015	High Performance Thermovacuum Test Chambers for JWST Microshutter			
667.0-001	667 Travel ODCs			
667.0-003	WFC3 (Wide Field Camera 3) Support			
667.0-005	UV/Visible Photocathodes			
667.0-006	Emission Line Astronomy			
667.0-008	STIS Science Support			
667.0-009	HST Operations Support			
667.0-010	Wind LIDAR Detector System Development			
670.0-001	Heliospheric Science Story Development			
670.0-002	SPDF Hellophysics Data Services			
670.0-003	VITMO Support			
672.0-001	VEPO IHY-IPY Support Services			
673.0-001	Lunar Potential Determination Using Apollo-Era Data Modern Measurements and Models			
673.0-002	VWO Science Support Services			
673.0-003	Magnetic Storms			
674.0-001	THEMIS Support			
674.0-002	Magnetic Reconnection Modeling			
690.0-001	SSED Property Database Support			
690.0-003	SSED Systems & Network Support			
690.1-001	Code 600 Networking Support			
690.1-002	International Standards Development			

NNG06EB68C

~~NNG05101107R~~

RFP (issued 7/22/05)

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐	RATING DO-C9	PAGE 1	OF PAGES 101

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
TBD	NNG05101107R	☐ SEALED BID (IFB) x NEGOTIATED (RFP)	7/22/05	

7. ISSUED BY	CODE 210.8	8. ADDRESS OFFER TO *(If other than Item 7)*
NASA/Goddard Space Flight Center Greenbelt Road Greenbelt, MD 20771		See Section L.2

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

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Bldg. 16W Shipping and Receiving Dock** until September 7, 2005 daylight savings time (DST) **2:00p.m.**.

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

10. FOR INFORMATION CALL: ☐	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Dawn M. Fountain	301	286	3815	Dawn.M.Fountain@nasa.gov

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OFFER *(Must be fully completed by offeror)*

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

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

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

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

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

24. ADMINISTERED BY *(If other than Item 7)* CODE	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

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

SECTION B OF NNG05101107
SUPPLIES OR SERVICES AND PRICES/COSTS

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

The Contractor shall provide the development and use of scientific computer systems, engineering data analysis systems, engineering efforts that develop new technologies for scientific instrumentation, software application development and implementation, and computer system management for Science Exploration research at the GSFC. The overall mission is as described in Section J, Attachment A entitled, "Statement of Work," and Attachment B entitled, " SOW Addendum" of this contract, which describes the types of activities in this overall support. In addition, the following deliverables are required:

ITEM	DESCRIPTION	REFERENCE	DUE DATE
1.	Services in accordance with the SOW Attachments A & B	J.1, Attachment A and Attachment B	
2.	Notice of Estimated Cost Increased	B.3	As required
3.	Baseline Cost Plans	C.3	Initially 30 days from contract award and, annually, thereafter
4.	New and Modified Funding Procedures	C.4	As generated
5.	Financial Management Reports	G.1 and G.9	As required
6.	Financial Reporting of NASA Property in the Custody of Contractor's	G.12	Annually (10/15)
7.	Requests for Repair of Government Property	G.3 and G.13	As required
8.	Reports of Reportable Items	G.7	As required

9.	Travel Requests Reports	G.8	30 days prior to and after completion of travel
10.	DOD Industrial Plan Equipment Requisition (DD Form 1419)	G.10	As required
11.	Onsite Personnel Reporting Requirements (GSFC Form 24-27 and NASA Form 531)	H.4	As required
12.	Identification of Onsite Focal Point	H.10	At the start of the contract and as required
13.	Request to Publish or Present Technical Papers	H.10	As required
14.	IT Security Plan	H.12	Due 30 days ACA
15.	Quarterly Health and Safety Reporting	H.7	As required
16.	Final Organizational Conflicts of Interest Avoidance Plan	H.2	Due 30 days ACA

(End of clause)

B. 2 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)

(a) The total estimated cost of this contract includes the following estimated costs:

CATEGORIES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Local Travel	$1,895	$1,948	$2,003	$2,061	$2,123	$10,031
Non-Local Travel	$577,326	$593,491	$610,108	$627,802	$646,636	$3,055,362
Material	$120,166	$123,531	$126,990	$130,672	$134,592	$635,951
"Other –ODC"	$137,864	$141,724	$145,692	$149,917	$154,415	$729,612
TOTAL	**$837,251**	**$860,694**	**$884,793**	**$910,452**	**$937,766**	**$4,430,956**

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of clause)

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

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

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

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

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

Incurred costs to date

Projected cost to completion

Total cost at completion

Current negotiated estimated cost

Requested increase in estimated cost

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

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

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

(End of clause)

B.4 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (JUN 2000)

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

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

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

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

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

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

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either

credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

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

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

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

(End of clause)

B. 5 ESTIMATED COST AND AWARD FEE (18-52.216-85) (SEP 1993)

The estimated cost of this contract is $ _____. The maximum available award fee, excluding base fee, if any, is $ _____. The base fee is $0. Total estimated cost, base fee, and maximum award fee is $ _____.

(End of clause)

B. 6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $ _____. This allotment is for all services performed and covers the following estimated period of performance: (To Be Determined At Award)

(b) An additional amount of $_____ is obligated under this contract for payment of fee.

(End of clause)

B.7 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995)

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

Indirect Cost	Base of Application	Percentage					
		CY 05	CY06	CY07	CY08	CY09	CY10

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

SECTION C OF NNG05101107R
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The Contractor shall provide the personnel, materials, and facilities, except as otherwise provided in the contract, necessary to perform the specialized support services as described in Section J, Attachment A, entitled, "Statement of Work." At the start of the contract, the Contractor shall assume, as a minimum, the services described in Attachment B, entitled "SOW Addendum."

(End of clause)

C.2 VARIATIONS IN SERVICE LEVELS

1. The total estimated cost and fee(s) of this contract are based upon the Contractor's estimate of the magnitude of effort required to provide the services described in Section J, Attachment A and addenda thereto (Attachment B, entitled "SOW Addendum"), for the term of the contract.

2. The Contractor will perform its duties in a dynamic environment in which the range of effort required to support GSFC's Space and Earth science activities will vary. Range of effort is comprised of all activities to be supported and resources to be used in the delivery of support.

(a) "Activities" include any organizations, laboratories, programs, projects, systems, and tasks funded during the course of the contract.

(b) "Resources" include all labor, skills, professions, facilities (except as otherwise provided in the contract), supplies and materials required to deliver high quality and timely support.

3. During the term of the contract, the Contractor shall deliver support in all functional areas identified in Attachment A, Statement of Work, across the full range of effort identified by the Contracting Officer or his/her technical representative, regardless of the magnitude of effort actually required. The Contractor understands and agrees to the following:

(a) Variation in the number or type of specific activities to be supported shall not constitute a change to the contract, and shall not entitle the Contractor to an equitable adjustment.

(b) Variation in the magnitude or mix of resources needed by the Contractor to deliver support shall not constitute a change to the contract, and shall not entitle the Contractor to an equitable adjustment.

4. Substantial expansion of the functional areas of responsibility, as established in Attachment A, Statement of Work, may constitute a change to the scope of the contract; however, the Contractor understands that the Attachment A, Statement of Work, is intended to be construed broadly to achieve objectives in the Sciences and Exploration Directorate.

(End of text)

C.3 TRACKING AND REPORTING REQUIREMENTS

The Contractor shall deliver a baseline cost plan, by identification numbers designated in Attachment B, entitled "SOW Addendum", in accordance with the Financial Management Reporting requirements described in G.1, with the following conditions:

- Planned staffing for the first contract year, by identification number;
- Planned ODC's and indirects for the first contract year, by identification number;
- A total roll up of all identification numbers, by labor category, ODC's, indirects, etc. to be delivered to the Contracting Officer, the COTR, and the Contract Resource Analyst from Code 603.
- Individual identification numbers, which will indicate the total estimated first year cost, are to be separately delivered to the technical representative and financial analyst for that funding source. The Government shall provide the distribution list at the start of the contract, and each subsequent contract year, for each of the Attachment B funding sources. As funding sources are added, the Government shall update the distribution list accordingly.

Financial Management Reporting requirements, throughout the period of performance, shall be at these same levels.

(End of Text)

C.4 NEW AND MODIFIED FUNDING PROCEDURES

As described in C.1, Scope of Work, the Contractor shall assume, at the start of the contract, the services described in Attachment B, SOW Addendum. Variations to the range of services shall be handled as follows:

(a) New Work Activity Plan (WAP) Funding Identification Procedures:

1. The Contractor may be approached to assist an activity(ies) not previously supported but within the scope of the contract.

2. The Contractor will generate a new 7-digit identification number using the following parameters:

- The first 5 alpha numeric characters represent the organization's Code requiring support; e.g., Code 600 would be for 600.0; Code 610.3 would be 610.3; and Code 690 would be 690.0.
- The next 3 digits are a sequential numbering system, 001-999, assigned by the Contractor to the particular organization's work to date (e.g., if this is the 21st separate WAP for Code 610.3, the funding identification number is extended to be "610.3-021"). Once a number has been used once, it will never be used again. If 610.3-021 is used and then the WAP gets terminated, the Contractor will not re-use 610.3-021. Instead, the next WAP for Code 610.3 will be 610.3-022.

3. The Contractor shall then prepare a general description of how it intends to support the work, generate a unique staffing plan for that work, along with the total estimated cost—from the planned start date through the remaining contract year and provide that documentation to the appropriate Resource Analyst (RA) for the funding organization. The Government will, in turn, use its own internal process to ensure that funds are available to support that work. The Government process includes concurrence, not of the contractor's proposed support but, of the associated cost to ensure that sufficient funds are available to support the activity, from:

- The Work Monitor (WM), who is the funding organization's technical representative;
- The Organization's Resource Analyst
- The Organization's Line Management
- Contract Resource Analyst (RA) to verify that adequate funds are available for the work;
- The Contracting Officer's Technical Representative (COTR)
- The Contracting Officer shall notify the Contractor, either verbally or in writing, that work may proceed.

(b) Modified Identification Numbers:

1. Occasionally, an established WAP will need adjustment. Should this occur, the process is the same as described in paragraph (a) above. The Contractor will modify Section 1: General Information, of the WAP, to add a line entitled, "Revision Number". The "Revision Number" line shall designate how many revisions have been made to the original WAP. The Contractor will keep a record of the original WAP and will be able to track the changes that have made per *each* revision.

2. The Contractor shall prepare a general description of how it intends to support the modified work and the effect to the original workload, if any, along with the modified staffing plan(s) and revised estimated cost(s). This documentation should follow the approval process as outlined in step 3 under part (a) above.

(End of text)

SECTION D OF NNG05101107R
PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

SECTION E OF NNG05101107R
INSPECTION AND ACCEPTANCE

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

The Contracting Officer or authorized representative will accomplish acceptance at the NASA/Goddard Space Flight Center (GSFC) unless specified elsewhere in the Attachment B, SOW Addendum. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E. 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 3 years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.3 INSPECTION OF SERVICES – COST REIMBURSEMENT (FAR 52.246-5) (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing 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 places and times 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 any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. 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 any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of clause)

SECTION F OF NNG05101107R
CONTRACT ADMINISTRATION DATA

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

The services specified by this contact shall be performed at the following location(s): Goddard Space Flight Center, Greenbelt, MD 20771. Space will be made available for approximately 300 Contractor provided personnel at this facility. As required, the Contractor may be required to perform services at various sites, such as locations identified throughout Section J, Attachment B, entitled, "SOW Addendum."

(End of clause)

F. 2 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)

Shipments of the items required under this contract shall be to:

Receiving Officer
Building 16W
Code 239
Goddard Space Flight Center
Greenbelt, Maryland 20771

Marked for:

Technical Officer (Name) Jerome Bennett, Code 606
Building 28/Room W230C
Contract No. TBD
Item(s) No. TBD

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

F. 3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall

immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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

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

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

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

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

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

(End of clause)

F.4 PERIOD OF PERFORMANCE

The period of performance under this contract shall be for a 5-year period from the effective date of the contract award.

(End of Text)

F.5 F.O.B. DESTINATION (52.247-34) (Nov 1991)

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

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

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

G. 1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (FEB 2004)

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

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment H of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

* Electronic copies only.

Distribution shall be as follows:

*Contracting Officer, Dawn Fountain, Code 210.8
E-Mail: Dawn.M.Fountain@nasa.gov

*Contracting Officer's Technical Representative, Jerome Bennett, Code 606
E-Mail: Jerome.D.Bennett@nasa.gov

*Resources Analyst, Susie Reising, Code 603
E-Mail: Susie.Reising@nasa.gov

Regional Finance Office Cost Team, Code 155
E-Mail: rfocateam@listserv.gsfc.nasa.gov

Administrative Contracting Officer (if delegated)

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

http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D_&page_name=main

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

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

(End of clause)

G. 2 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

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

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

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

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

(End of clause)

G. 3 REPAIR OR REPLACEMENT OF GOVERNMENT PR0PERTY--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.

(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:

Section J, Attachment D, entitled ""Shared" Installation Accountable Government Property

(End of clause)

G.4 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96)(JULY 2004)

(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 paragraph (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)".

NASA FAR Supplement clause 1852.245-77, "List of Installation- Accountable Property and Services".

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

(End of clause)

G.5 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)

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

(End of clause)

G.6 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)

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

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

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

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

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

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

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

(NASA or DCAA auditor address to be provided at time of award)

(2) (Reserved)

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

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

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

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

(End of clause)

G.7 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

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

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

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

(End of clause)

G.8 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DEC 1988)

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (NOV 2004)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedural Requirements (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.10 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.
(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

G.11 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (NOV 2004)

(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.

(5) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

(6) Ensure that Government property is protected and conserved.

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.

(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)

G.12 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (OCT 2003)

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

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, Property and Reporting Team, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

Goddard Space Flight Center, Property Management Branch, Code 235, Greenbelt, MD 20771--unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and

associated methodology by comparing them to actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and the actual cost must be adjusted during the reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of clause)

G.13 LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment C of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at the Contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

G.14 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 listed in Section J, Attachment D. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

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

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

(c) Supplies from stores stock.

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

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

(f) Installation service facilities: GSFC Library

(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)

SECTION H OF NNG05101107R
SPECIAL CONTRACT REQUIREMENTS

H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.208-81)	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
(1852.223-70)	SAFETY AND HEALTH (APR 2002)
(1852.223-75)	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
(1852.242-72)	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II (OCT 2000)

(End of By Reference Section)

H. 2 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

H. 3 RELEASE Of SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

H. 4 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 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)

H. 5 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 1790.1, Chemical Hygiene Plan
(12) GPG 1800.1, GSFC Smoking Guidelines
(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> 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. 6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

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

(End of clause)

H. 7 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 required by paragraph (b) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Quarterly health and safety report specifying incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, man-hours worked/month, and total employees. Template available at http://safety1st.gsfc.nasa.gov under Contractor Safety.

(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. 8 PHASE-IN PERIOD (GSFC 52.237-96) (OCT 1988)

The Contractor shall assume full contract responsibility for all of the requirements of this contract on December 1, 2005. During the period October 1, 2005 through November 30, 2005 (60 days) under a fixed price separate contract, the Contractor shall accomplish phase-in and training of Contractor personnel as required for the assumption of full contract responsibility. The Contractor shall not charge the Government nor be reimbursed for costs incurred for phase-in and training during said phase-in period under this contract.

(End of clause)

H.9 EXPORT LICENSES (1852.225-70) (FEB 2000)

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

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

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

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

(End of clause)

H.10 ADDITIONAL CONTRACTOR RESPONSIBILITY

A. Contractor's Point of Contact:

The Contractor shall identify at least one person who will be the Contractor's authorized focal point of contact for technical and administrative performance of all work hereunder. The employee shall, as a minimum, provide the single point of contact between the Contractor and the Contracting Officer's Technical Representative (COTR) designated under the contract.

B. Publication of Technical Papers:

The publication or presentation of technical papers by Contractor personnel, which are based upon work under this Contract may be permitted subject to prior consultation with the Work Monitor (WM). Consultation is typically limited to a review of authorship and to ensure that the Contractor has complied with H.9, Export Licenses. If a question or concern arises between the WM and the Contractor that cannot be resolved, the

Contractor shall provide to the COTR the basis of the question or concern and if required, the Contracting Officer shall make the final determination as to whether all compliance requirements have been met. At anytime the contractor's request to publish or present technical papers is granted, the Contractor agrees that in no way do the contents reflect an official GSFC position.

(End of Text)

H.11 CONTRACTOR'S SURVEILLANCE PLAN

The Contractor shall comply with the requirements established and set forth in Section J, Attachment F, entitled, "Contractor's Surveillance Plan."

H.12 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76)(NOV 2004)

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

(1) Computer control of spacecraft, satellites, or aircraft or their payloads;

(2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

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

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III,
Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPR) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPR 1620.1, NASA Security Procedural Requirements.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

(ii) **IT-2** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

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

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

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

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

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

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to

NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

(i) Current or recent national security clearances (within last three years);

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

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

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

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

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

(End of clause)

SECTION I OF NNG0510117R
CONTRACT CLAUSES

I. 1 SECTION I CLAUSES INCORPORATED BY REFERENCE

(52.202-1)	DEFINITIONS (JULY 2004)
(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 (JAN 2005)
(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)
(52.215-11)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA –MODIFICATIONS (OCT 1997)
(52.215-13)	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
(52.215-14)	INTEGRITY OF UNIT PRICES (OCT 1997)
(52.215-15)	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
(52.215-18)	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
(52.215-19)	NOTIFICATION OF OWNERSHIP OF CHANGES (OCT 1997)
(52.215-21)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.219-6)	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
(52.216-7)	ALLOWABLE COST AND PAYMENT (DEC 2002)

SECTION I OF NNG0510117R
CONTRACT CLAUSES

(52.219-8)	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
(52.222-1)	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(52.222-19)	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUNE 2004)
(52.222-20)	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (APR 2002)
(52.222-35)	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.222-36)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(52.222-37)	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(52.222-41)	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
(52.223-5)	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(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 (MAR 2005)
(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--ALTERNATE II (JUN 1987)
(52.227-19)	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)
(52.228-7)	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(52.232-17)	INTEREST (JUN 1996)
(52.232-22)	LIMITATION OF FUNDS (APR 1984)
(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)
(52.233-4)	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(52.237-2)	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
(52.237-3)	CONTINUNITY OF SERVICES (JAN 1991)
(52.242-1)	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(52.242-3)	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
(52.242-4)	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(52.242-13)	BANKRUPTCY (JUL 1995)
(52.243-2)	CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)
(52.244-2)	SUBCONTRACTS (AUG 1998)--ALTERNATE I (MAR 2005) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is None.
(52.244-5)	COMPETITION IN SUBCONTRACTING (DEC 1996)
(52.245-1)	PROPERTY RECORDS (APR 1984)
(52.245-5)	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) (DEVIATION) (SEP 1999)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
(52.245-19)	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
(52.246-25)	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(52.247-1)	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
(52.247-63)	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
(52.247-67)	SUBMISSION OF COMMERCIAL TRANPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
(52.248-1)	VALUE ENGINEERING (FEB 2000)
(52.249-6)	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(52.249-14)	EXCUSABLE DELAYS (APR 1984)

(52.251-1)	GOVERNMENT SUPPLY SOURCES (APR 1984)
(1852.203-70)	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
(1852.215-84)	OMBUDSMAN (OCT 2003) - LARRY WATSON
(1852.216-89)	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
(1852.219-77)	NASA MENTOR-PROTÉGÉ PROGRAM (MAY 1999)
(1852.219-79)	MENTOR REQUIREMENTS AND EVALUATION (MARCH 1999)
(1852.223-74)	DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
(1852.242-78)	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
(1852.243-71)	SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I. 2 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. 3 NOTIFICATION OF EMPLOYEE RIGHTS CONCENRING PAYMENT OF UNION DUES OR FEES (52.222-39) (Dec 2004)

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

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

Notice to Employees

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

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

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

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, D.C. 20570
1-866-667-6572
1-866-316-6572 (TTY)

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

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

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

(e) The requirement to post the employee notice in paragraph (b) does not apply to-
(1) Contractors and subcontractors that employ fewer than 15 persons;
(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at *http://www.olms.dol.gov*; or
(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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

(End of clause)

I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

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

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Administrative Assistant	GS-6
Computer Operator	GS-9
Courier	GS-5
Database Administrator	GS-12
Department Manager	GS-13
Deputy Program Manager	GS-14
Data Technician	GS-6
Sr. Tech Writer/Editor	GS-13
Engineer	GS-12
Group Manager	GS-14
Hardware Technician	GS-5

H/W Test Engineer	GS-11
Instrument Engineer	GS-12
IT Security Analyst	GS-12
Jr. Instrument Engineer	GS-9
Junior Programmer	GS-9
Lead Instrument Engineer	GS-12
Lead Programmer/Analyst	GS-12
Lead Programmer	GS-12
Lead Support Scientist	GS-13
Lead Systems Engineer	GS-13
Lead Technician	GS-12
Outreach Coordinator	GS-12
IT Support	GS-5
Programmer Analyst	GS-9
Program Manager	GS-13
Programmer	GS-11
Sr. Administrative Analyst	GS-11
Sr. Computer Scientist	GS-13
Sr. Database Administrator	GS-13
Sr. Engineer	GS-13
Sr. Graphics Engineer	GS-12
Sr. H/W Technician	GS-12
Sr. IT Coordinator/Analyst	GS-13
Sr. Systems Engineer	GS-13
Sr. Outreach Coordinator	GS-12
Sr. Computer Operator	GS-11
Sr. Programmer	GS-12
Sr. Support Scientist	GS-12
Sr. Data Technician	GS-11
Sr. Web Developer	GS-13
Sr. Systems Administrator	GS-13
Systems Administrator	GS-11
Secretary	GS-6
Sr. Programmer/Analyst	GS-12
Support Scientist	GS-12
Software Test Engineer	GS-11
Systems Engineer	GS-11
TMS Support	GS-12
Technical Writer/Editor	GS-9
Web Developer	GS-9

(End of clause)

I. 5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (52.223-3) (JAN 1997)--ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined by paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material *(If none, insert "None")*	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

I.6 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9)(APR 1984)

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

(a) Withholdings pursuant to any clause relating to wages or hours of employees;
(b) Withholdings not specifically provided for by this contract;
(c) The recovery of overpayments; and

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

(End of Clause)

I.7 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (DEC 2004)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, 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 Contractor shall insert the following clauses in subcontracts for commercial items:
(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts 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 (June 1998) (29 U.S.C. 793).
(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (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 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)

I.8 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.9 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

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

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

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

(End of clause)

I.10 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEPTEMBER 1990)

(a) **Definitions.**

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

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

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

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

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

(End of clause)

I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

I.12 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

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

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

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

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies

covering motor vehicles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

(End of clause)

I.13 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (FEBRUARY 2003)

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

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

(c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause or at the following address:
Center for AeroSpace Information (CASI)
7121 Standard Drive
Hanover, Maryland 21076-1320
Email: help@sti. nasa.gov
Phone: 301-621-0390
FAX: 301-621-0134

(End of clause)

I.14 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

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

(End of clause)

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

The following attachments constitute part of this contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
A	STATEMENT OF WORK	TBD	7
B	SOW ADDENDUM	TBD	17
C	LIST OF GOVERNMENT FURNISHED PROPERTY	TBD	5
D	LIST OF CONTRACTOR "SHARED" INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY	TBD	1
E	SAFETY AND HEALTH PLAN	TBP	TBP
F	CONTRACTOR'S SURVEILLANCE PLAN	TBP	TBP
G	IT SECURITY PLAN	TBP	TBP
H	533 REPORTING REQUIREMENT ATTACHMENT	TBD	3
I	WAGE DETERMINATION	3/10/05	8
J	FINAL ORGANIZATIONAL CONFLICTS OF INTEREST AVOIDANCE PLAN	TBP	TBP

(End of clause)

SECTION K OF NNG05101107R
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

K. 1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (APR 1991)

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

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

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

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

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

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

(End of provision)

K. 2 TAXPAYER IDENTIFICATION (52.204-3) (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[ ] TIN: _____.
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.
[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____

(f) Common Parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:
Name_____
TIN _____

(End of provision)

K. 3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

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

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

information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

K. 4 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1) (MAY 2004)--ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 1000.

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

(b) Representations.

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

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

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

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

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

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

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

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

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

_____Black American

_____Hispanic American

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

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

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

_____Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.5 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (52.222-18) (FEB 2001)

(a) *Definition* .

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(c) *Certification* . The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

K. 6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (FEB 1999)

The offeror represents that--

(a) It / / has, / / has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It / / has, / / has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K. 7 AFFIRMATIVE ACTION COMPLIANCE (52.222-25) (APR 1984)

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

(End of provision)

K.8 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (52.222-38) (DEC 2001)

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

(End of provision)

K. 9 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening of the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

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

the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

/ / (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65);

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

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

/ / (iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241)

(C) Major group codes 20 through 39)

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis; or

/ / (v) The facility is not located within any State of the United States or its outlying areas.

(End of provision)

K.10 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer

software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

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

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

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

_____

_____

_____

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

(End of provision)

K.11 USE OF GOVERNMENT-OWNED PROPERTY (1852.245-79) (JUL 1997)

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

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

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

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

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

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

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

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

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

(End of provision)

SECTION L OF NNG05101107R
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L. 1 SECTION L PROVISIONS INCORPORATED BY REFERENCE

(52.204-6)	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
(52.211-14)	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) (DO rated)
(52.215-1)	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
(52.215-16)	FACILITIES CAPITAL COST OF MONEY (JUNE 2003)
(52.222-24)	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
(1852.233-70)	PROTESTS TO NASA (OCT 2002)

(End of By Reference Section)

L. 2 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 2000)

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Dawn Fountain

Phone: 301-286- 3815
(collect calls not accepted)

FAX: 301-286-1773

E-Mail: Dawn.M.Fountain@nasa.gov

*Address: Goddard Space Flight Center
Greenbelt, MD 20771
Attention: 210.8
*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

L. 3 TYPE OF CONTRACT (52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Award Fee contract resulting from this solicitation.

(End of Provision)

L. 4 SERVICE OF PROTEST (52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Dock Master
Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: Solicitation Number (NNG05101107R)
Attn: (Dawn Fountain)
GSFC Mail Code (210.8)
Contracting Officer Phone No. (301-286-3815)
Note: The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Protests will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 16W Shipping and Receiving Dock. GSFC passes, badges, escorts, etc. are not required for access to the receiving dock.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L. 5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) provisions:

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

NASA FAR Supplement (NFS) provisions:

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

(End of provision)

L.6 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A and SOW Addendum Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) PROPOSAL FORMAT AND ORGANZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 10 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 10 Hard Copies and two electronic copies
III	Cost Volume	Original plus 10 Hard Copies, one additional copy marked for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 10 Hard Copies and two electronic copies

(2) Offerors, and proposed significant subcontractors and/or teaming partners, shall include (1) separately packaged copy of their Cost Proposal, marked "Enter correct RFP number/NASA Proposal Evaluation Material," which the Government will forward to the cognizant Defense Contract Administration (DCAA) office with their audit request.

(3) All pages of volumes I, II, III, and IV shall be numbered and identified with the offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Word and Excel (Windows 2000) or Portable Document Format (version 5.0 or greater). Cost/price proposal charts shall use Microsoft Excel 2000 for Windows. Electronic files of Volumes I, II, III, and IV should be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section M of this solicitation. The proposal content shall provide a basis for

evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the REF heading.

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	**I**	**L.10**	None
Mission Suitability Volume	**II**	**L.11**	**90 Pages**
Understanding the Requirement & Management Plan			**75**
Phase-in plan			**10**
Surveillance Plan			**5**
Cover Page, Table of Contents, Indices, Total Compensation Plan, Safety and Health Plan, List of Acronyms and Deviations & Exceptions			**Excluded**
Cost Volume	**III**	**L.12**	**Mixed**
(a) Cost Exhibits (1-5)			**None**
(b) Basis of Estimates			**2 Pages per functional level***
(c) Deviations/Exceptions			**Excluded**
Past Performance Volume	**IV**	**L.13**	**40 Pages**
Cover Page, Table of Contents, Indices, Past Performance Questionnaires, List of Acronyms, and Deviations & Exceptions			**Excluded**

*Applies to prime, major subcontractors and team members individually.

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 8 point. Diagrams, charts, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited except for the 2- page limit for each of the Basis of Estimate (BOE). However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

L.7 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a

detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.8 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MARCH 1994)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at **FAR 52.222-46**, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of $500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 15 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.9 OFFER VOLUME

(a) *STANDARD FORM (SF) 33, OFFEROR FILL IN'S AND SECTION K*

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-in's in Sections B-K must be completed. The signed SF33, the pages with the required fill-in's, and all of Section K, Certifications, Representations and Other Statements of Offerors, must be submitted. The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 180 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions", a different validity period may be proposed by the Offeror.

(2) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT
TBP = TO BE PROPOSED BY THE CONTRACTOR

(3) The Offeror shall submit a Preliminary Organization al Conflicts of Interest Avoidance Plan that addresses the requirements under contract clause H.2. The plan will be reviewed for compliance with the clause and will not be considered as an evaluation factor. However, within thirty (30) calendar days after contract award, the Contractor shall submit the Final Organizational Conflicts of Interest Avoidance Plan that shall be approved by the Government and become part of the Contract as Attachment J.

(b) *SUMMARY OF EXCEPTIONS*

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical".

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) *ADDITIONAL INFORMATION TO BE FURNISHED*

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, procurement, estimating, and employee compensation, which require Government approval (as applicable), are currently approved without condition.

Provide the date of acceptance/approval for each system and the cognizant administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance/approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant Defense Contract Management Agency (DCMA) for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system by DCMA.

(2) Contract Administration

Furnish the information listed below:

a. Cognizant Government audit agency with address, telephone number, and fax number.

b. Cognizant Government inspection agency with address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Government Property

Section K of this solicitation contains NASA FAR Supplement provision 1852.245-79 entitled Use of Government Owned-Property. The provision requires the submittal of certain information if the Offeror intends to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation.

(5) Other Information to be Provided

None.

(End of Provision)

L.10 MISSION SUITABILITY INSTRUCTIONS

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

1. General Instructions

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard

procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

The offeror must identify and discuss the risk factors associated with accomplishment of the requirements of the contemplated contract. This must be done as appropriate in the Mission Suitability Proposal. Risk factors may be those inherent in the work, unique to the offeror's chosen approach, and must include any risk factors that are specifically identified by the Government in this solicitation. General areas of possible risk that are of concern to NASA are technical, schedule, cost, safety, occupational health, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. However, these instructions may include Government identified risks that the offeror must also address. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

2. Mission Suitability Proposal Format

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A--Understanding the Requirements
Subfactor B-- Management Plan
Subfactor C—Staffing and Total Compensation Plan
Subfactor D--Safety and Health Plan

3. Mission Suitability Instructions by Subfactor

Subfactor A--Understanding the Requirements:

The Offeror shall provide a plan that demonstrates understanding of the technical requirements, and techniques and procedures to satisfy the requirements in a timely and cost effective manner. The narrative shall clearly demonstrate a thorough understanding of the requirements set forth in the statement of work. The technical plan shall address each Work Breakdown Structure (WBS) element to include Addendum B, in a manner that can be clearly tracked to the SOW in enough detail to fully demonstrate that the offeror understands the depth and breadth of the requirements and the inherent problems associated with the objectives of this procurement.

Subfactor B-- Management Approach:

Proposals shall set forth the Offeror's approach to quality management of the required services through surveillance, organizational structure, and effective utilization and

distribution of the workforce in meeting contract requirements. Accordingly, as described below, the proposal shall include the following discussions:

Provide a Contractor Surveillance Plan, which specifies how and when Contractor surveillance of contract performance will occur. The proposed contractor surveillance plan should describe the Offeror's method (i.e., 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine if the Contractor meets the performance requirements in the contract. The plan should focus on the quality and timeliness of the services to be provided, and not on the steps required or procedures used to provide the services. The Government will also develop a Quality Assurance Surveillance Plan and a Performance Evaluation Plan that describes the Government's plans to evaluate, among other things, the schedule and performance quality. The Contractor Surveillance plan should demonstrate that the Offeror's approach facilitates the Government's performance evaluation. When complete, the Contractor Surveillance Plan ensures that the Government receives the services for which it contracted. The Contractor's Surveillance Plan will be incorporated into the contract. If the Offeror proposes to obtain customer feedback as a part of its surveillance plan, a customer survey instrument(s) shall be proposed describing the proposed data collection method(s), information technology resources and security planned (for data collection and reporting) and rationale for the survey questions chosen. A plan for an overall customer satisfaction score shall be proposed (for each survey) and a relationship developed with the adjective ratings in the NASA Award Fee Rating Table (NFS 1816.405-275).

Explain your company's organizational approach, providing an organization chart that locates the SESDA-II contract within your corporate structure. In addition, provide an organization chart of the SESDA-II contract, identifying all managerial positions in this program, by title. Clearly state the responsibilities and authorities of each manager by describing such elements as his/her span of control, degree of autonomy, and lines of communication. All interfaces with GSFC personnel, teaming Contractors or subcontractors must be clearly delineated. If teaming Contractors or subcontractors are proposed, show their interfaces to your organizational structure and provide a) a separate organization chart for each teaming Contractor and subcontractor; b) the basis for selection of the teaming Contractor or subcontractor; and c) the nature and extent of the work to be performed by the teaming Contractor or Subcontractor. Identify the key management elements that assure the timely and efficient completion of work for the entire team composition. An explanation of each teaming Contractor's and subcontractor's responsibility as part of the prime Contractor team should be given, discussing all lines of communication.

The contract requires the successful Contractor to interact with a wide variety of organizations from differing technical disciplines. The Offeror shall discuss their ability to work with a variety of groups and differing NASA organizations, which includes the ability to manage teams of diverse personnel and multiple, simultaneous efforts. Training and assigning of work relative to the changing, dynamic, and evolving technical

environment shall be discussed. All available corporate resources shall be identified, including personnel, facilities, equipment, which are either internal and/or external to the company, and how these resources can be obtained.

Provide a phase-in plan that describes the planned management team for the transition and the methods, which will be utilized to ensure an adequate level of performance on the effective day of the contract. The phase-in plan will fully explain the efforts necessary to assume responsibility of the contract requirements. It should also discuss weekly staffing projections within the 2-month phase-in period.

Subfactor C—Staffing and Total Compensation Plan:

Based on the functional responsibilities (3.1 – 3.16) described in the SOW, the services listed in the SOW Addendum B, the historical data located in the Procurement Library, and your understanding of the Sciences and Exploration Divisions strategic directions, explain your proposed approach for identifying the optimum skill mix for implementing the requirements and your proposed staffing methodology, specifically addressing your response to differing customer requirements. Include a complete description of what is needed to provide the required services using the SOW Addendum B, including the planned skill mix and a discussion of the core skill categories proposed using the following parameters:

a) Key elements of the position
b) Required Education
c) Required Experience
d) Key skills and abilities required

In preparing this portion of your proposal, it is not necessary to outline the identification numbers provided in the SOW Addendum B. Instead, the planned skill mix and description of what is needed to provide the required functions and services in the SOW and SOW Addendum B should be at functional levels 3.1-3.16. Consideration should be given to multiple customers, fluctuating workloads, changes and shifts in science endeavors, and other work scheduling issues. A description of how priorities will be handled as well as how shifting of work will be handled is required.

Indicate your planned incumbent capture rate (if any), the basis of this rate, and the methods you propose to recruit and hire incumbents and new hires. The basis for the incumbent capture rate shall include descriptive and historical data on similar or previous contracts (e.g., number of employees, whether the effort was performed on-site or off-site, initial incumbent capture rate, and retention rate of incumbents). Indicate your ability to staff for fluctuating requirements from existing resources and from outside sources. Also indicate your polices on temporary assignments of company personnel with relevant specialized skills.

Proposals shall set forth the Offeror's ability to acquire and retain qualified and experienced personnel, as described below, the proposal shall include the following discussions:

The offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, entitled Determination of Compensation Reasonableness, and FAR provision 52.222-46, entitled Evaluation of Compensation for Professional Employees. The required Total Compensation Plan must:

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

Subfactor D-- Safety and Health

The offeror shall provide a safety and health plan in accordance with NFS Clause 1852.223-73, entitled "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA Safety Manual."

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix H instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_8715_0003_&page_name=main

Offerors shall address in the Safety and Health Plan their approach to handling the hazardous materials identified in Clause I.5 Hazardous Material Identification and Material Safety Data – Alternate I.

4. Deviations\Exceptions (Mission Suitability Proposal)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

L.11 COST VOLUME

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Alternate IV. The term "other than cost or pricing data" is defined at FAR 15.402.

1. Instructions

An important prerequisite for the award of the contract is the prime offeror's must have an accounting system that has been determined adequate by the Defense Contract Audit Agency (DCAA) for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency offices. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than cost or pricing data is for evaluation purposes. The cost/price for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For significant subcontracts expected to exceed 15% of the proposed contract value, the proposed subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror.

Prospective subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost/price proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors and/or teaming partners, shall submit one separately packaged copy of their cost proposal marked for their cognizant DCAA auditing office by the due date specified on the solicitation face page, Standard Form 33, Block. The name, address, and phone number of the cognizant DCAA office are to be included in the written narrative of the offer proposal. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost under this contract. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors and teaming partners, shall submit the other than cost or pricing data described in Section 2 below.

2. Cost Proposal Format

(a) <u>SUMMARY OF ESTIMATED COST AND MAXIMUM AVAILABLE AWARD</u>

FEE

Exhibit 1A summarizes the elements of cost and maximum available award fee, by year, for the entire five year period of performance based on bid labor and ceiling indirect burden rates.

Exhibit 1B summarizes the elements of cost and maximum available award fee, by year, for the entire five year period of performance based on bid labor and bid burden rates.

(b) ELEMENT OF COST BY SOW (ATTACHMENT A) FUNCTIONAL WORK BREAKDOWN STRUCTURE (WBS) LEVEL II

Exhibit 2A identifies the elements of cost by SOW Functional WBS Level II activity 3.1 - 3.16 for each contract year, based on bid labor and bid indirect burden rates.

Exhibit 2B identifies the elements of cost by SOW Functional WBS Level II activity 3.1 – 3.16 for each contract year, based on bid labor and ceiling indirect burden rates.

(c) INDIRECT CEILING RATES

The contract schedule of this RFP contains terms that limit reimbursement for indirect expense rates. Your cost proposal must clearly state the ceiling rate proposed for each of the Offeror's indirect expense pools that apply to the performance of this effort.

For all indirect rates and factors, Offerors must provide: a narrative that contains a complete explanation of the bases that the rates and factors are being applied to in the cost proposal; cost component data for each indirect rate proposed; and an explanation of the variances between bid and ceiling rate cost components.

(d) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE CONVERSION EXHIBITS

Exhibit 3A summarizes the Offeror's **bid** rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contract Year Composite rates shall match the rates proposed in Exhibit 1A – SUMMARY OF ESTIMATED COST AND MAXIMUM AVAILABLE AWARD FEE Based on BID Labor and CEILING Indirect Rates.

Exhibit 3B summaries the Offeror's **ceiling** rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contractor Fiscal Year ceiling rates shall match the rates proposed in the LIMITATION OF INDIRECT COSTS clause of this contract.

(e) BASIS OF ESTIMATES (BOE)

The BOEs are for the entire five year period of performance at SOW Functional WBS Level II activities 3.1 – 3.16 (for the full five years (i.e., only one 2-page BOE per SOW WBS II activity addressing the full five years). The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of each SOW Functional Areas 3.1 – 3.16. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if its from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.

- Complexity factors utilized--all factors must be identified

- Use of any other cost-estimating relationships

- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in section 1 instructions above, BOEs must be provided for that significant subcontract following the above specified format.

- An explanation of how all materials, computer services, travel, equipment, and other direct costs were estimated.

- In accordance with Provision L.7(b)(1), the BOEs are page limited to 2 pages per SOW functional WBS Level II activity,

(f) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 4 summaries the Contractor's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(g) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 60-day phase-in period, which will be performed under a separate, firm-fixed-price contractual document. **Exhibit 5** shall be used to state the proposed price for the phase-in, which is expected to commence on or about October 1, 2005.

3. Deviations/Exceptions (Cost Volume)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

L.12 PAST PERFORMANCE VOLUME

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and complexity to the requirements of this acquisition. The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance. However, Offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a)(2)(iii).

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of your company experience and past performance as a whole and as related to the requirements of the proposed contract.

(a) *INFORMATION FROM THE OFFEROR*

Offerors and any proposed significant subcontractor(s) [defined as any subcontract that is likely to exceed 15% of the proposed contract value and/or teaming partner(s) shall furnish the following information for all of your most recent contracts or subcontracts (completed and ongoing) for similar efforts over 15% of the proposed contract value which your company has had within the last 3 years. Indicate which contracts/subcontracts are most related (i.e. similar in technical requirements and complexity) and how they are related to the proposed effort, as well as which contracts/subcontracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

- Customer's name, address, and telephone number of both the lead contractual and

technical personnel most familiar with the offeror's performance record. *(Please verify the telephone numbers provided are current and correct).*

- Contract number, type, and total original and present or final contract value.
- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.

List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems.

Offerors shall provide a statement of their past safety performance on contracts identified in paragraph (a) and a record of your company's OSHA recordable injuries and illnesses for the past 5 years.

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] and/or teaming partner(s) shall provide the questionnaires provided as Exhibit 6 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and/or responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) and/or teaming partner(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s) and/or teaming partner(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center
Attn: Dawn Fountain, Code 210.8
Bldg. 26, Rm. 235
Greenbelt, MD 20771
Telephone: 301-286-3815
Fax: 301-286-1773

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors and/or team members to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) *SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)*

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

L.13 PROPOSAL MARKING AND DELIVERY

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The required mailing address and external marking for proposals is as follows:

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number (NNG05101107R)
Attn: (Dawn M. Fountain)
Building 25, Room N-40
PROPOSAL--DELIVER UNOPENED"

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN TBD."

2. Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Soil Conservation Road, north from Greenbelt Road. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 16W Shipping and Receiving Dock. GSFC passes, badges, escorts, etc. are not required for access to the receiving dock.

3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of Provision)

M. 1 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (52.222-46) (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high- quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

M. 2 PROSPECTIVE CONTRACTOR RESPONSIBILITY

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:

None.

(End of text)

M. 3 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost/Price, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors and any elements under each subfactor. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

Cost/Price factor is significantly less important than the combined importance of the Mission Suitability and Past Performance factors. As individual factors, the Past Performance is less important than Mission Suitability factor, but more important than Cost/Price.

(End of text)

M. 4 MISSION SUITABILITY FACTOR

Subfactor A – Understanding the Requirements:

The offeror will be evaluated on how well it comprehends the complex technical requirements of the SOW and Addendum B and its technical approach for providing support to each WBS Element. Specifically, the Offeror's approach for providing the required support services will be evaluated to determine whether the Offeror understands the requirements of the contract.

Subfactor B – Management Plan:

The Offeror's proposed Contractor Surveillance Plan will be evaluated for adequacy and ability to demonstrate that the Offeror can ensure the Government will receive the services for which it is contracting. More specifically, the Government will evaluate the level, frequency, and method of internal surveillance and what the Offeror proposes as the method for identifying deficiencies in the quality of services provided and plans for correcting those deficiencies.

In evaluating the surveillance method proposed, any customer survey(s) proposed, will also be evaluated for effectiveness, giving consideration to the security and information technology resources required. The ability to capture key performance metrics, especially as they relate to facilitating the Government's performance evaluation, and the Offeror's understanding of how to manage to this magnitude of effort will also be evaluated.

The Government will evaluate the organizational approach in terms of ability to provide the services proposed, to integrate the various functions outlined in the SOW, and to deal with problems and enhance overall control. The areas of management responsibility and functions assigned to management/supervisory personnel, the proposed lines of communications between organizational elements, the degree of autonomy, and the definition of the lines of communication between organizational elements, and the communication between the Offeror's organization and the Government, will be evaluated. The Offeror's basis for teaming and subcontracting will be evaluated, along with the interface between the Offeror and its subcontractors.

The Offeror will be evaluated on how it intends to support all GSFC organizational elements which are funded in strategic areas of responsibility for the Sciences and Exploration Directorate and Technology programs. The Offeror's ability to train and assign work in a changing, dynamic, and evolving environment will also be evaluated. Corporate resources will be evaluated on the relevance, depth, and diversity of resources the company can provide or obtain.

The phase-in plan will be evaluated for completeness and level of detail that demonstrates the Offeror's ability to assume responsibility for performance of the contract, 2 months after the separate phase-in period separate begins.

Subfactor C – Total Compensation Plan:

The planned skill mix and labor categories will be evaluated based on the information provided by the Offeror. Evidence that the Offeror understand the relevance and diversity of skills required will be evaluated. Levels of experience and education requirements for proposed labor categories will also be assessed along with the skills and abilities identified, compared to the key elements of the position. In other words, the Government will evaluate how the Offeror intends to staff the work ensuring that the type, levels, and numbers of personnel are appropriate and customer expectations can be adequately met.

How the Offeror intends to manage multiple customers, fluctuating budgets and workloads, changes and shifts in science endeavors, evolving technology and work scheduling issues will also be evaluated, including how priorities will be handled as well as the Offeror's approach in shifting work.

The Offeror's methods of recruiting and hiring from the incumbent (including incumbent capture rate and basis), from existing sources, and from outside sources will be evaluated, as well as its abilities to staff for new requirements and it policies on temporary assignments of company personnel with relevant specialized skills.

The offeror will be evaluated on the Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, entitled Determination of Compensation Reasonableness, and FAR provision 52.222-46, entitled Evaluation of Compensation for Professional Employees. The required Total Compensation Plan must:

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

Subfactor D –Safety and Health:

The offeror will be evaluated based on its approach to comply with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA Safety Manual" and the adequacy of the Offeror's Safety and Health Plan. The Government will also evaluate their ability and responsiveness to handling of hazardous materials in accordance with NFS clause I.5.

2. Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighed and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

Subfactor	*Points*
Subfactor A - Understanding the Requirements	400
Subfactor B - Management Plan	275
Subfactor C - Staffing and Total Compensation Plan	225
Subfactor D - Safety and Health	100
TOTAL	**1,000**

The Mission Suitability subfactor will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A).

The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has a possible 200 points and receives a percent rating of 80, then the score for the subfactor is 160 points.

3. Adjustment for Cost Realism

If this solicitation will result in a cost reimbursement contract, the Mission Suitability score will be adjusted based on the degree of cost realism. This will be done on a structured basis as follows:

Percentage Difference between Proposed and Probable Cost	Point Adjustment
+/- 5 percent	0
+/- 6 to 10 percent	-50
+/- 11 to 15 percent	-100
+/- 16 to 20 percent	-150
+/- 21 to 30	-200
+/- more than 30 percent	-300

(End of text)

M. 5 COST/PRICE EVALUATION FACTOR

The proposed cost/price will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B) and (C). Both the planned skill mix and methodology used along with the total contract cost estimate will be considered for cost realism.

Offerors should refer to FAR 15.401 for a definition of cost realism and to FAR 2.101(b) for a discussion of cost realism analysis and probable cost.

The Offeror's proposed indirect ceiling rates will be used in determining the probable cost to the Government. The terms "proposed and probable cost" are exclusive of fee.

Both the proposed CPAF and the probable cost will be presented to the Source Selection Authority, along with the proposed firm fixed price Phase-In .

(End of Text)

M. 6 PAST PERFORMANCE EVALUATION FACTOR

1. Include the following evaluation criteria:

The Past Performance factor will evaluate each offeror's record (including the record of any significant subcontractors and/or teaming partners) of performing services or delivering products that are similar in size, content, and complexity to the requirements of this solicitation. The adjective rating assigned to Past Performance (see below) will reflect consideration of information contained in the oral presentation (if requested), written narrative, past performance evaluation input provided through customer questionnaires, and other references, if any, that the Government may contact for additional past performance information. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating in accordance with FAR 15.305(a)(2)(iv).

Past Performance Ratings - The ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component. The offeror must meet the requirements of both components to achieve a particular rating. In assessing relevance, the Government will consider the degree of similarity in size, content, and complexity to the requirements in this solicitation, as well as how current is the past performance.

In assessing performance, the Government will make an assessment of the offeror's overall performance record. The Government will evaluate the offeror's past performance record for meeting technical, schedule, cost, management, occupational health, safety, security, mission success, subcontracting goals, and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the offeror took immediate and appropriate corrective action, may not reduce the offeror's rating. On the other hand, ratings will be reduced when problems were within the contractor's control and were significant, persistent, or frequent, or when there is a pattern of problems or a negative trend of performance.

Excellent - Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance; and experience that is highly relevant to this procurement. Based on the offeror's performance record, essentially no doubt exist that the offeror will successfully perform the required effort.

Very Good - Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor problems with little identifiable effect on overall performance; and experience is very relevant to this procurement. Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

Good - Effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance; and experience is relevant to this procurement. Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.

Fair - Meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance; and experience is at least somewhat relevant to this procurement. Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

Poor - Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Neutral - No record of relevant past performance or past performance information is not available.

2. Under the specific areas established for the procurement in accordance with NFS 1815.305(a)(2)(B), add the following language:

SECTION M OF NNG05101107R
EVALUATION FACTORS FOR AWARD

Under Technical Performance: Add "This also includes an evaluation of the offeror's safety record."

(End of Text)