folder: NNG08WN05Z

file: NNG08WN05Z Aircraft Catalog Basic

SCAN

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE OF
	1 16

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NNG08WN05Z	02/08/2008		NNG07101102Q	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Therese Patterson	757 824-1066	

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
NASA/Goddard Space Flight Center Wallops Flight Facility Wallops Island VA 23337-5099	GSFC	☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) NAICS: 481219 SIZE STANDARD: $6.50M	☐ SEE SCHEDULE	NT30

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐		☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
As Indicated On Each Order		NASA/Goddard Space Flight Center Wallops Flight Facility Attn: Therese Patterson, Code 210 Wallops Island VA 23337-5099	WFF

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
L-3 COMMUNICATIONS HOLDINGS INC 9040 GLEBE PARK DR EASTON MD 21601-7085 TELEPHONE NO.	0A9N8		As Indicated On Each Order	GSFC

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Aircraft Catalog Blanket Purchase Agreement INCO TERMS 1: FOB INCO TERMS 2: Destination *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
As Indicated On Each Order	$0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☒ 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Jeremy Nance	Lisa B Hall
30b. NAME AND TITLE OF SIGNER (Type or print): Jeremy Nance Contracts Negotiator	30c. DATE SIGNED: 2/5/08
	31b. NAME OF CONTRACTING OFFICER (Type or print): Lisa B. Hall
	31c. DATE SIGNED: 2/6/08

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ARTICLE I - PROCUREMENT POINT OF CONTACT

Contractual inquiries should be directed to Therese Patterson, Code 210.W, GSFC/WFF, Wallops Island, VA 23337, Phone 757-824-1066, Fax 757-824-1974, E-mail at Therese.L.Patterson@nasa.gov or Lisa B. Hall, Code 210.W, GSFC/WFF, Wallops Island, VA 23337, Phone 757-824-1420, Fax 757-824-1974, E-mail at Lisa.B.Hall@nasa.gov.

(End of Text)

ARTICLE II - EFFECTIVE ORDERING PERIOD

The effective ordering period for this Blanket Purchase Agreement (BPA) is February 8, 2008 through February 7, 2013 or when the BPA reaches the $10,000,000 value, whichever occurs first. The Contracting Officer's Technical Representative (COTR) is Anthony R. Guillory.

(End of Text)

ARTICLE III - TOTAL BLANKET PURCHASE AGREEMENT (BPA) VALUE

The total services provided under this agreement shall not exceed $10,000,000. The maximum order value shall not exceed $750,000.

(End of Text)

ARTICLE IV - NO CHANGES UNLESS AUTHORIZED

No changes are to be made to this BPA without the proper modification of this agreement by the Contracting Officer.

(End of Text)

ARTICLE V - INVOICING REQUIREMENTS

Invoices shall include the following: Blanket Purchase Agreement Number, the order number against the Blanket Purchase Agreement, Company Taxpayer Identification Number (TIN), Cage Code Number, Bank ABA Number, and Account Number. Without this information, payment will be delayed.

ARTICLE VII - SUBMIT INVOICES TO

NASA/Goddard Space Flight Center, Cost and Commercial Accounts Department, Code 155, Greenbelt, MD 20771-0003

(End of Text)

ARTICLE VIII – ELECTRONIC FUNDS TRANSFER

The Debt Collection and Improvement Act of 1996, requires that payment must be received via Electronic Funds Transfer. See FAR Clause 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999).

(End of Text)

ARTICLE IX - ADDITIONAL OFFERINGS AND BPA AWARDS (ON-RAMP)

Annually, over the life of the BPA, the Contracting Officer may accept and evaluate offerors with the intention of adding additional BPAs and/or modifying existing ones to add additional aircraft. Unsolicited offerors will be accepted by the Aircraft BPA Contracting Officer during the months of April and October. In addition, the Contracting Officer may periodically solicit offerors.

Offerors shall be subject to the same instructions and evaluation criteria as the Request for Quote NNG07101102Q, dated 02/20/07.

(End of Text)

ARTICLE X - TERMS AND CONDITIONS – COMMERCIAL ITEMS

This agreement is for a commercial item subject to the terms and conditions of FAR 52.212-4, Contract Terms and Conditions—Commercial Items (Feb 2007), incorporated by reference, FAR 52.212-5, and any additional terms and conditions listed below or included as Center specific requirements as addenda to 52.212-4.

52.252-2 Clauses Incorporated by Reference (Feb 1998). This agreement 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 address:
http://prod.nais.nasa.gov/far/

NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.215-84, Ombudsman (OCT 2003) ALTERNATE I (JUNE 2000) The installation Ombudsman is Judith N. Brunner, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301-286-8936, Fax 301-286-1714, E-mail address: Judith.N.Brunner@nasa.gov
1852.219-75, Small Business Subcontracting Reporting (MAY 1999)
1852.219-76, NASA 8 Percent Goal (JULY 1997)
1852.223-70, Safety and Health (APR 2002)
1852.223-71, Frequency Authorization (DEC 1988)
1852.223-75, Major Breach of Safety or Security (FEB 2002)

(End of Text)

ARTICLE XI – DESCRIPTION OF AGREEMENT

The supplier shall furnish aircraft platforms for use as instrument carriers if and when requested by the Contracting Officer and will work directly with management and research teams to plan, schedule, and integrate instrumentation into the aircraft and fly the payload(s) within and outside of the continental United States in accordance with the Statement of Work, Attachment A. The instrumentation payload(s) will be provided by the U.S. Government or by non-U.S.Government customers.

(End of Text)

ARTICLE XII – EXTENT OF OBLIGATION

The Government is obligated only to the extent of authorized purchases actually made under this BPA by the Contracting Officer.

(End of Text)

ARTICLE XIII - ORDERING PROCEDURES

(a) Only the Contracting Officer may issue delivery orders to the Contractor, providing specific authorization or direction to perform work within the scope of the agreement and

as specified in the schedule. The Contractor may incur costs under this agreement in performance of delivery orders and delivery order modifications issued in accordance with this article. No other costs are authorized unless otherwise specified in the agreement or expressly authorized by the Contracting Officer.

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

(1) A functional description of the work identifying the objectives or results desired from the contemplated delivery order. This will include:

i. a minimum and maximum number of flight hours expected to be flown;
ii. a minimum and maximum number of days of aircraft utilization and location,
iii. a description of the equipment to be installed in the aircraft, including power requirements.

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

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

(c) Within _14__ calendar days after receipt of the Contracting Officer's request, the Contractor shall either submit a task plan conforming to the request or choose to "no bid."

(d) Each delivery order will be offered to the company or companies with the aircraft most capable of supporting the Government's requirements. The selection of the vendor shall be based on the best value to the Government, which will consider:

- Price
- Past Performance
- Technical Approach

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

(1) Date of the order.

(2) Agreement number and order number.

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

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

(5) Maximum dollar amount authorized.

(6) Any other direct costs (travel, materials, equipment, facilities, fuel, etc.) authorized.

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

(8) Accounting and appropriation data.

(f) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within _3_ calendar days after receipt of the delivery order.

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

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

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

(j) The maximum dollar limitation for individual orders placed hereunder is $750,000.00.

(End of Text)

ARTICLE XIV – SUPPLEMENTAL ORDERING PROCEDURES

When the Government issues a request for a "task plan" to the Contractor in accordance with the article entitled "Ordering Procedures" of this agreement, the Contractor shall prepare its estimate of the labor hours, labor categories, and other direct costs required to perform the delivery order requirements. The Contractor shall use only those appropriate daily rates, flight hour rates, and fully loaded labor rates, which may be less than but shall not exceed the rates found in Attachment B and Attachment C, to calculate the proposed estimated costs for all delivery orders issued in accordance with the "Ordering Procedures" article of this agreement.

(End of Text)

ARTICLE XV – INVOICES

An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. All other direct costs (ODCs) claimed shall be supported

by receipts. The invoice must show remittance name and address, BPA number and Order number, total amount and any discount for payment.

Within 60 days of the expiration of this BPA, the contractor shall submit an invoice marked FINAL for all outstanding charges or a statement that there are no outstanding charges. Invoices should be submitted in quadruplicate to:

NASA /Goddard Space Flight Center
Cost and Commercial Accounts Department
Code 155
Greenbelt, MD 20771-001

(End of Text)

ARTICLE XVI – WARRANTY

The contractor agrees that the supplies or services furnished under this BPA shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services.

(End of Text)

ARTICLE XVII – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (52.212-5)(DEC2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

_X__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

_X__ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

_X__ (8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)(15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

_X_ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

_X__ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

_X__ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

_X__ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).

_X__ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

_X__ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

_X__ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

_X__ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

_X__ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

_X__ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

_X__ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

_X__ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid,

is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(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 $550,000 ($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 (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(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).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(end of clause)

ARTICLE XVIII - SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (JUL 2006)

a. Subcontracting Plan (Contractor)

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

b. Subcontracting Plan (Subcontractors)

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

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the agreement or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after agreement completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

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

(End of Clause)

ARTICLE XIX - LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)

The following attachments constitute part of this agreement:

Attachment	Description	Date	No. of Pages
A.	Statement of Work	9/26/2006	3
B.	Daily/Flight Hour Rates	undated	1
C.	Loaded Labor Rates	undated	1
D.	Safety and Health Plan	1/04	59
E	Subcontracting Plan	5/8/2007	18

(End of Clause)

CATALOG OF AIRCRAFT STATEMENT OF WORK
September 26, 2006
Attachment A

1. Background

GSFC's WFF is responsible for overseeing an aircraft catalog in support of science missions. These missions have been primarily focused on the needs of the Earth science community, gathering data via radiometers, lasers, in-situ, and other sensors provided by a variety of entities to include NASA and other government agencies and university partners. Historically, earth science mission requirements are known at least 6 months in advance, though at times mission request may come in with much less notice. Scientific targets of opportunity may require rapid deployment of assets with minimum notice. Response time for an individual mission can range from days to several months. Missions typically involve from 20 to 150 hours of flying. Payloads are normally installed, checked out, flown, and de installed over less than an 8-week period.

Past missions have been flown on the following type aircraft:

Light Aircraft (Less than 12,500 lbs.)	CE 310, CE182, DHC-6 Twin Otter, J31 Jetstream, B-200 King Air
Medium Aircraft (Less than 50,000 max take off weight, greater than 12,500lbs max take off weight)	Citation, CEII and other Citation series jets.
Heavy Lift (Over 50,000 lbs.)	DC-8, P-3, WB-57, ER-2, C-130
Unoccupied Aerial Systems	Aerosonde
Lighter-than-Air	None flown to date

The contractor will be tasked by GSFC's WFF on a per-mission-basis pertaining to the airborne science projects, and will work directly with management and research teams to plan, schedule, and integrate instrumentation into the aircraft and fly the payload(s) within and outside of the continental United States. The instrumentation payload(s) will be provided by the U.S. Government or by non-U.S.Government customers. The core aspect of this activity is to provide access to aircraft platforms for use as instrumentation carriers. The contractor will be required to have "passed" an acceptable NASA safety review prior to the award of a Delivery Order against this BPA..

2. BPA Categories will be:

2.1 Manned Aircraft (Light: under 12,500 MTGW, Medium: 12,500 to 100,000 MTGW, Heavy: over 100,000 pounds MTGW)

These aircraft are defined as Federal Aviation Administration (or other government agency) certificated aircraft that are able to carry light-to-heavy payloads ranging from as little as a 50 pound payload, to payloads in excess of 30,000 pounds of payload with a full fuel load. Aircraft maintained under the FAA Standard Certificate of Airworthiness are preferred but not required. For non FAA Certified Aircraft, the Wallops Airworthiness Review Board will certify the installation as airworthy.

These aircraft will be used as remote sensing or in-situ measurement platforms in support of various NASA projects or missions or other U.S. Government missions, such as instrument development and scientific applications with specific research goals and objectives. The aircraft must be equipped with existing viewing ports and power systems in place to accommodate the NASA payloads.

The contractor shall provide a fixed flight hour rate to cover all oil and lubricants, excluding fuel, which shall be billed directly at a cost bases determined at the time of the mission. In addition, a daily fixed rate shall be quoted covering all expenses required to maintain the aircraft and crew at the site of the research.

The contractor shall provide mission peculiar support consisting of ground support rentals, travel and per diem, landing fees, shipping, logistics support, and navigation fees as direct charges.

2.2 Unmanned Aerial Systems (UAS)

The contractor shall provide UAS services to meet NASA science requirements. These missions may require over-the-horizon capabilities. These UAS's will be used as remote sensing or in-situ measurement platforms in support of various NASA projects or missions, or other U.S. Government missions, such as instrument development and scientific applications with specific research goals and objectives. UAS's are defined as those capable of carrying in excess of 2 pounds with a full fuel load. UAS's in this category shall be capable of minimum flight duration of 4 hours.

The contractor shall provide a fixed flight hour rate to cover all oil and lubricants, excluding fuel, which shall be billed directly at a cost bases determined at the time of the mission. In addition, a daily fixed rate shall be quoted covering all expenses required to maintain the aircraft and crew at the site of the research.

The contractor shall provide mission peculiar support consisting of ground support rentals, travel and per diem, landing fees, shipping, logistics support, and navigation fees as direct charges.

2.3 Lighter-than-Air

The contractor shall provide lighter-than-air platforms, either manned or unmanned. This platform must also be capable, in its present configuration, to support scientific payload integration and operations.

de a fixed flight hour rate to cover all oil and lubricants,
l be billed directly at a cost bases determined at the time of the
ly fixed rate shall be quoted covering all expenses required to
rew at the site of the research.

de mission peculiar support consisting of ground support
n, landing fees, shipping, logistics support, and navigation fees

tractor for the platforms listed shall be responsible for
ngineering, fabrication, and installation required for integrating
rom the preliminary design, to fabrication of required structure,
ons, through the entire installation process.

ral, aeronautical, and electrical engineering support shall be
modifications and structural repairs, based on factors such as
g drawings, configuration engineering, and aerodynamic

on of sheet metal, fiberglass and composite materials, and
rovided to support aircraft modifications needed to integrate
payloads.

on of equipment, racks, power cables, experimenter cables,
ir and nitrogen, seats, and associated structure, and subsequent

Daily and Flight Hour Rates

Aircraft: **Viking 100 UAS**	BPA Year 1	BPA Year 2	BPA Year 3	BPA Year 4	BPA Year 5
Daily Rate*					
Flight Hour Rate**					

Aircraft: **Viking 300 UAS**	BPA Year 1	BPA Year 2	BPA Year 3	BPA Year 4	BPA Year 5
Daily Rate*					
Flight Hour Rate**					

Aircraft: **Viking 400 UAS**	BPA Year 1	BPA Year 2	BPA Year 3	BPA Year 4	BPA Year 5
Daily Rate*					
Flight Hour Rate**					

*Daily Rate:

**Flight Hour Rate:

Loaded Labor Rates

Labor Rates	BPA Year 1	BPA Year 2	BPA Year 3	BPA Year 4	BPA Year 5
Engineering Categories:					
Engineering/IR&D/Testing					
Program Management					
Software Engineering					
Drafting					
Fabrication Categories:					
Composite					
Machining					
Electrical					
Assembly					
Installation Categories:					
Integration					
Inspection					

Burden

Burden Rate (%)	BPA Year 1	BPA Year 2	BPA Year 3	BPA Year 4	BPA Year 5
Applied to Material and Travel ODC's					

Atch 12

communications

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L-3 BAI AEROSYSTEMS SAFETY MANUAL

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Rev 2
May 8, 2007

L-3 Communications Corporation,
MASTER SUBCONTRACTING PLAN

This plan format is prepared in accordance with Public Laws 95-507, 99-661, 100-180, and 100-656, 105-135, 106-50 and pursuant to Federal Acquisition Regulations (FAR) Subpart 19.7 and 52.219-9.

Submitted by: L-3 Communications Corporation

_____
Date

Approval: Approval of this Master Subcontracting Plan format is evidenced by the signature of the following authorized cognizant Government Representative.

Approved: _____

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