

# **CONTRACT NAS1-00141**

## **(Contract)**

The following information has been determined to be exempt from disclosure and has been deleted from the contract and contract modifications:

- Section H.10: Small Disadvantaged Business Participation – Contract Targets and Subcontractor Names
- Exhibit C: Subcontracting Plan: Subcontracting dollar targets and percentages

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is “confidential” for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government’s ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

Disclosure of the information in the Subcontracting Plan would discourage future submission of detailed data concerning the company’s implementation of their Subcontracting Plan and impair the Government’s ability to obtain necessary information in the future as well as cause substantial harm to the competitive position of the company.

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF PAGE(S) 4
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE NOV 29 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (if other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Lockheed Martin Corporation PO Box 179, MS DC3085 Denver CO 80201		(✓) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-00141
			10B. DATED (SEE ITEM 13) October 1, 2000

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.

(✓) 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 Supplemental Modification - Mutual Agreement

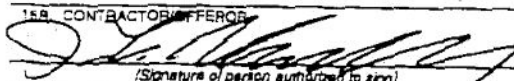
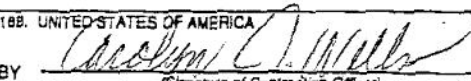
E. IMPORTANT: Contractor  is not, X is required to sign this document and return 3 copies to the issuing office.

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

The purposes of this modification are to update G.5, Submission and Payment of Vouchers by adding the DCAA office address, revising the number of copies of the voucher required for submission, completing H.10, Small Disadvantaged Business Participation—Contract Targets, adding H.11, Security Program/Foreign National Employee Access Requirements, deleting clauses or requirements that apply to Year 2000 Compliance, deleting Section I clauses 52.219-4 and 52.219-23, and adding Section I clause 1852.223-75 Major Breach of Safety or Security. Accordingly, the following changes are hereby made:

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print) J. L. BRADLEY, Program Contracts, Astronautics Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS
16B. CONTRACTOR OFFICER  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 27 NOV 2000	16C. DATE SIGNED NOV 29 2000

I. G. 5 Submission and Payment of Vouchers is hereby changed by deleting paragraph B.3 in its entirety and replacing it with the following:

"B.

3. If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (2), the Contractor shall prepare and submit vouchers as follows:

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

DCAA  
c/o Lockheed Martin Space Systems Company  
Astronautics Operations  
PO Box 179  
Denver CO 80201-0179

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

- (i) Copy 1 NASA CO;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor;

(c) The CO may designate other recipients as required."

II. Section H. clause H.7 Year 2000 Compliance (MAY 1998) is hereby deleted and marked "RESERVED".

III. Section H clause, H10, Small Disadvantaged Business Participation—Contract Targets hereby deleted in its entirety and replaced as shown below:

H.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION—CONTRACT TARGETS

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

(b) FAR 19.1202-4(a) requires that SDB participation targets be incorporated in the contract. Targets for this contract are as follows: (See [www.sba.gov/sdb](http://www.sba.gov/sdb) for Department of Commerce Major SDB SIC Groups.)

<u>Contract Period</u>	<u>Department of Commerce</u>		<u>Percent of Contract</u>
	<u>Major SIC Group</u>	<u>Dollar Target</u>	<u>Value</u>
Year 1	██████████	████████████████████	██████████
Year 2	██████████	████████████████████	██████████

Year 3  
Year 4  
Year 5

[REDACTED]

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

Name of Concern(s):

[REDACTED]

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

IV. The following Section H. clause is hereby added as H. 11.

"H.11 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (FEB 2000)

Foreign nationals must meet the eligibility requirements outlined in NPG 1371.2 prior to performing any work under a contract. Eligibility determinations will be based solely on the scientific and technical contributions of the contractor, as outlined in the statement of work. Foreign nationals who meet the eligibility requirements will undergo a rigorous approval and investigative process prior to physical access to the Center and/or to NASA information. Foreign nationals must be sponsored by a NASA Civil Service employee. The sponsor must submit a formal request to the Security Office for access to the Center and/or NASA information, to include electronic information. The request will be processed through the Center's Export Administrator and subject to approval by the International Visits Coordinator. Normal processing time for a request is between 60 and 90 days depending on the nationality of the foreign national. All approvals will be for a maximum of one year, and must be resubmitted annually. Following approval, the foreign national will undergo a National Agency Check Investigation (NACI). As part of the NACI, the foreign national will submit a "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint card, to the LaRC Security Office, Mail Stop 450. Normal processing time for a NACI is between 90 to 120 days. Until the NACI is completed and favorably adjudicated, the foreign national will require complete escort from entry onto and exit off of the Center, and will not be allowed access to electronic information unless approved by the Center Information Technology Security Manager. Upon completion of the NACI, the foreign national will only be granted unescorted access to an approved workplace and to designated open areas during normal weekday work hours between 6:00 a.m. and 6:00 p.m. The foreign national will not be granted access during non-work hours, weekends, and holidays. Derogatory information developed concerning the foreign national may be grounds for visit termination."

V. The following Section I clauses are hereby deleted:

52.219-4 - Notice of Price Evaluation Preference for HUBZone Small Business Concerns  
(JAN 1999)

52.219-23 - Notice of Price Adjustment for Small Disadvantaged Business Concerns  
(OCT 1999)

VI. The following NFS clause is hereby added to Section I:

"MAJOR BREACH OF SAFETY OR SECURITY (NASA 1852.223-75) (JULY 2000)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the contractor that consists of an accident, incident, or exposure resulting in a fatality; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Health and Safety Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security may arise from any of the following: compromise of classified information; illegal technology transfer; workplace violence resulting in criminal conviction; sabotage; compromise or denial of information technology services; damage or loss greater than \$250,000 to the Government; or theft.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted."

VII. The following Year 2000 compliance requirements are hereby deleted from Exhibit A:

Paragraph I. "H. Year 2000 Compliance Documentation" is hereby deleted and marked "RESERVED".

Paragraph II. C, "Year 2000 Compliance Documentation" is hereby deleted.

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1. CONTRACT ID CODE		PAGE	OF	PAGE(S)
		1		2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE JAN 30 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  Lockheed Martin Corporation PO Box 179, MS DC3085 Denver CO 80201	(M)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-00141
		10B. DATED (SEE ITEM 13) October 1, 2000
CODE	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 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 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(M)	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:
	D. OTHER Specify type of modification and authority)
X	Supplemental Modification -- Mutual Agreement

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

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

The purposes of this modification are to revise clauses Clause F.4, Period of Performance - Task Orders and G.5, Submission And Payment Of Vouchers. Accordingly, the following changes are hereby made:

(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) J.L. Bradley Program Contracts, Astronautics Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAROLYN A. WELLS
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA BY
15C. DATE SIGNED 30 JAN 02	16C. DATE SIGNED JAN 30 2002

1. Paragraph A. of Clause F.4, Period of Performance – Task Orders (LaRC 52.211-112) (APR 1998) is hereby deleted and restated as follows:

"F.4 PERIOD OF PERFORMANCE - TASK ORDERS (LaRC 52.211-112) (APR 1998)

- A. The period of performance for this contract is 60 months from October 1, 2000."

Paragraph A. 1. of Clause G.5, Submission And Payment Of Vouchers, is hereby deleted in its entirety and restated below:

"G.5 SUBMISSION AND PAYMENT OF VOUCHERS

- A. Task orders placed on a fixed price basis will be paid no more frequently than monthly and in accordance with the following:

1. Proper invoices as determined by the clause of this contract entitled "Prompt Payment" shall be submitted to the designated payment office shown in Block 25 on Page 1 of this contract. Payment of the task order price will be made after delivery and acceptance of all deliverable items and the completion of all task order requirements. The invoice shall include a reference to this contract NAS1-00141, the Task Order Number and the Contractor's taxpayer identification number."

All other terms and conditions of this contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1	OF 1	PAGE(S) 2
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2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE 9/15/03	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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National Aeronautics and Space Administration  
Langley Research Center  
Hampton, VA 23681-2199

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)

Lockheed Martin Corporation  
Attention: James Bradley  
PO Box 179, S8072  
Denver CO 80201

<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-00141
	10B. DATED (SEE ITEM 13) October 1, 2000

CODE	FACILITY CODE
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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)

N/A

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

<input checked="" type="checkbox"/>	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	Mutual Agreement

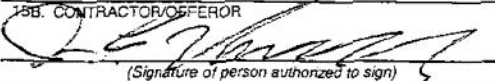

E. IMPORTANT: Contractor  is not, X is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to revise the instructions for preparing NASA Form (NF) 1018, NASA Property in the Custody of Contractors. Accordingly, paragraph I.6, Clause Number 1852.245-73 dated September 1996, by reference, is deleted in its entirety and replaced with the following NFS 1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (August 2001) (**Deviation**) (shown below in full text):

(Continued 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) J. L. BRADLEY, CONTRACT NEGOTIATOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELAINE A. POWELL
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 15 SEP 2003
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/15/03



FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS  
(AUGUST 2001) (DEVIATION)

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(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: Attention: Office of Logistics Management, NASA Langley Research Center, M. S. 377, Hampton, VA 23681-2199; 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 the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next 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)

All other terms and conditions remain unchanged.