

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 05	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 007	3. EFFECTIVE DATE APR 16 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) EXTERNAL TANK
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6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AI 35812	CODE PS42M	7. ADMINISTERED BY (If other than Item 6) Jocelyn G. Connelly/PS42M (504) 257-3805	CODE PS42M
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Lockheed Martin Corporation P.O. Box 29304 New Orleans, LA 70189	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02F
		10B. DATED (SEE ITEM 13) 10-27-03
CODE 100016	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 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) See Page 2

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.
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).
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not 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.)

	Provisional <u>Estimated Cost</u>	Negotiated <u>Estimated Cost</u>	<u>Contract Value</u>	<u>Amount Allotted</u>
Previous Contract Total	\$ -0-	\$ 7,352,523	\$ 7,352,523	\$ 5,500,000
This Modification	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Revised Contract Total	\$ -0-	\$ 7,352,523	\$ 7,352,523	\$ 5,500,000

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) Bradley P. Cartwright Director, Contracts and Estimating	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Howard J. Nelson Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED APR 16 2004
BY _____ (Signature of person authorized to sign)	BY <u>/s/ Howard J. Nelson</u> (Signature of Contracting Officer)

I. The purpose of this modification is to change the Contract Number from NNM04AA06C to NNM04AA02F throughout the contract pages as directed by modification 003. Contract pages B-1, J-2-1, J-3-1, and J-5-1 have been amended to reflect the correct Contract Number NNM04AA02F in modification 005 and page B-2 was corrected in modification 006.

II. The following pages of the contract are revised as appended, and made an inseparable part hereof.

Revised Pages

Table Of Contents Page 1, Table Of Contents Page 2,
C-1, D-1, E-1, F-1, G-1, G-2, G-3, G-4, G-5, H-1,
H-2, H-3, I-1, I-2, I-3, I-4, I-5, J-1, J-1-1, J-1-2, J-4-1,
J-6-1, J-7-1, J-8-1, J-8-2, J-8-3, J-8-4, J-8-5, J-8-6,
J-8-7, J-8-8, J-8-9, J-8-10, and J-8-11

III. This modification consists in its entirety of Standard Form 30, page 2, and the revised pages listed in paragraph II. above.

TABLE OF CONTENTS

<u>SECTION B</u>	<u>SUPPLIES OR SERVICES AND PRICES/COSTS</u>
Clause B.1	Brief Description of Work
B.2	Estimated Cost for Facilities
B.3	Contract Funding (1852.232-81) (Jun 1990)
<u>SECTION C</u>	<u>DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK</u>
Clause C.1	Descriptions/Specifications/Statement of Work
<u>SECTION D</u>	<u>PACKAGING AND MARKING</u>
	Packaging and Marking clauses not required for this contract
<u>SECTION E</u>	<u>INSPECTION AND ACCEPTANCE</u>
Clause E.1	Listing of Clauses Incorporated by Reference - Inspection of Facilities (52.246-10) (Apr 1984)
<u>SECTION F</u>	<u>DELIVERIES OR PERFORMANCE</u>
Clause F.1	Listing of Clauses Incorporated by Reference - F.O.B. Origin – Government Bill of Lading Prepaid Postage (52.242-10) (Apr 1984) - Stop-Work Order – Facilities (52.242-16) (Aug 1989)
F.2	Commercial Bill of Lading Notations (52.247-1) (Apr 1984)
F.3	Period of Performance
F.4	Place of Performance (MSFC 52.237-91) (Feb 2001)
<u>SECTION G</u>	<u>CONTRACT ADMINISTRATION DATA</u>
Clause G.1	Listing of Clauses Incorporated by Reference - Contractor Requests for Government Owned Equipment (1852.245-70) (Jul 1997)
G.2	Submission of Vouchers for Payment (1852.216-87) (Mar 1998)
G.3	Technical Direction (1852.242-70) (Sep 1993)
G.4	Financial Reporting of NASA Property in the Custody of Contractors (Aug 2001) (Deviation)
G.5	Related Procurement Contracts
G.6	List of Government-Furnished Property (1852.245-76) (Oct 1988)
G.7	Government Property Management
<u>SECTION H</u>	<u>SPECIAL CONTRACT REQUIREMENTS</u>
Clause H.1	Listing of Clauses Incorporated by Reference -Minimum Insurance Coverage (1852.228-75) (Oct 1988) -Central Contractor Registration (1852.204-74) (May 2002) -Safety and Health (1852.223-70) (April 2002)
H.2	Performance and Payment Bonds
H.3	Permits and Licenses
H.4	Reports
H.5	Construction of Facilities (CoF) Projects

SECTION I

- Clause I.1
- I.2
- I.3

CONTRACT CLAUSES

- Clauses Incorporated by Reference (52.252-2) (Feb 1998)
- Representations, Certifications and Other Statements of Offerors or Quoters Incorporated by Reference
- Full Text Clauses
 - Limitation of Funds (52.232-22) (Apr 1984)

SECTION J

- J-1
- J-2
- J-3
- J-4
- J-5
- J-6
- J-7
- J-8

LIST OF ATTACHMENTS

- Statement of Work
- Contractor Acquired Property
- Rehabilitation - Plant Equipment
- Modification and Construction of Real and Installed Property – Construction of Facility Projects (CoF)
- Facility Support Studies
- Preliminary Engineering Reports
- Compliance Documents
- Small Business and Small Disadvantaged Business Concerns -- Subcontracting Plan

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Description/Specifications/Statement of Work is Attachment J-1.

(End of clause)

{END OF SECTION}

SECTION D

PACKAGING AND MARKING

(For this contract, there are no clauses in this section)

{END OF SECTION}

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.246-10 Inspection of Facilities (Apr 1984)

(End of clause)

{END OF SECTION}

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.242-10 F.O.B. Origin – Government Bills of Lading Prepaid Postage (Apr. 1984)

52.242-16 Stop-Work Order—Facilities (Aug. 1989)

(End of clause)

F.2 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the N/A [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the *NASA- Marshall Space Flight Center* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. NNM04AA02F. This may be confirmed by contacting:

NASA- MSFC
Transportation Office AD42
ATTN: Carolyn Greenwood 256-544-2617

(End of clause)

F.3 PERIOD OF PERFORMANCE

The period of performance of this contract shall begin with the effective date of this contract and will extend through December 1, 2008.

F.4 PLACE OF PERFORMANCE (MSFC 52.237-91 FEB 2001)

The Contractor shall perform the work under this contract at the Michoud Assembly Facility (MAF), New Orleans, Louisiana, the Marshall Space Flight Center (MSFC) in Huntsville, Alabama and at such other locations as approved in writing by the Contracting Officer.

(End of clause)

{END OF SECTION}

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are incorporated by reference:

1852.245-70 – Contractor Requests for Government Owned Equipment (Jul 1997)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT- (1852.216-87) (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 should be submitted to:

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
Attn: MSFC Accounting Operations Office/RS23

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

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
Attn: MSFC Accounting Operations Office/RS23

(2) Five 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 Contracting Officer;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor;
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

(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: [N/A- Cost Reimbursement Type Contract]. 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.3 TECHNICAL DIRECTION – (1852.242-70) (Sep 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the Changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.4 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
(Aug 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 unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission:

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
ATTN: DPCO Mr. Don Alexander

(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 1852.245-73)

Note: The Contractor shall comply with the requirements of NASA Procurement Information Circular (PIC) 03-14, dated June 3, 2003 and PIC 03-18, dated September 4, 2003.

G.5 RELATED PROCUREMENT CONTRACTS

(a) The facilities provided in this contract are authorized for use on a no-charge basis in connection with the following contracts:

- (1) NAS8-00016 – External Tank Contract
- (2) Other Government contracts on a non-interference basis as authorized in writing by the Contracting Officer or his duly appointed representative acting within the scope of his delegated authority.

(b) The facilities provided in this contract may be authorized for use for such other work as authorized in writing by the Contracting Officer or his duly appointed representative acting within the scope of his delegated authority.

(End of clause)

G.6 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 in Attachment J-2 (Contractor Acquired Property) of this contract NNM04AA02F and Attachment J-4-A and J-4-B of NAS8-00016 on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at MAF, MSFC, and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

G.7 GOVERNMENT PROPERTY MANAGEMENT

The Contractor shall identify, schedule, status, receive, inspect, checkout, store and account for the Government property set forth in the Contractor's quarterly reports required by Section H, Article H-4.

(End of clause)

{END OF SECTION}

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.204-74 Central Contractor Registration (May 2002)

1852.228-75 Minimum Insurance Coverage (Oct 1988)

1852.223-70 Safety and Health (April 2002)

(End of clause)

H.2 PERFORMANCE AND PAYMENT BONDS

(a) Performance and Payment Bonds. Not later than the date established for return of contract submittals for a construction contract greater than \$25,000, the bidder/offeror to whom award is to be made will execute a written contract, in a form suitable to both the Contractor and the Government, and two bonds, each with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a performance bond (DWF3800-75) and a payment bond (DWF3800-074). The penal sum of such bonds will be as follows:

(1) Performance Bond. The penal sum of the performance bond shall equal one hundred percent (100%) of the subcontract price at time of award.

(2) Payment Bond. The penal amount of payment bonds at the time of contract award shall be 100 percent (100%) of the original contract price.

(b) Additional performance and payment bond protection shall be required in connection with any modification to a subcontract effecting an increase in price if the modifications for new or additional work is beyond the scope of the subcontract; or, if the modification is pursuant to an existing provision of the subcontract and increases the subcontract price by \$25,000 or more. The penal sum for Performance and Payment Bonds shall equal one hundred percent (100%) of the modification price.

(End of clause)

H.3 PERMITS AND LICENSES

The Contractor shall obtain, and keep effective, all permits and licenses required as of the date of this contract for performance in accordance with the terms of this contract. Such permits and licenses shall include, but not be limited to, those required by the Federal, State, or Local Government authorities, or Sub-division thereof, or of any other duly constituted public authority.

(End of clause)

H.4 REPORTS

(a) The Contractor shall submit reports to the Contracting Officer or NASA/MAF COTR as follows:

(1) Contractor Acquired Property

- (i) A monthly funding status provided in the 533M/Q
- (ii) A quarterly report addresses contractor acquired property unit cost of greater than \$10,000 and a summary of activities during the preceding period. The report will include line item, description and estimated item cost. This report may be waived if no new approvals are required for the period.

(2) Rehabilitation of Noncollateral Plant Equipment

- (i) A monthly funding status provided in the 533M/Q
- (ii) A quarterly report reflecting noncollateral equipment for which technical approval is requested. This report will include line item, description and estimated item cost. This report may be waived if no new approvals are required for the period.

(3) Construction of Facilities

- (i) A flash bid report (NASA Form 1579) to NASA/MAF COTR
- (ii) A monthly financial report by project
- (iii) A monthly funding status provided in the 533M/Q except in the months when the 533 coincides with the Quarterly 533
- (iv) A Monthly CoF Projects Schedule
- (v) Final Acceptance Certificate including a recap of all funding
- (vi) Funding request for each project (NASA Forms 1509, 1510, and 1580)
- (vii) A Five-Year Plan for CoF Projects, updated annually
- (viii) Design Criteria Document to NASA/MAF COTR

- (4) Utility Payments
 - (i) A monthly funding status provided in the 533M/Q except in the months when the 533 coincides with the Quarterly 533.
 - (ii) A monthly financial report of each tenant's expense.

- (5) Facility Support Studies
 - (i) A monthly funding status provided in the 533M/Q except in the months when the 533 coincides with the Quarterly 533.

- (6) Subcontract Report for Individual Contracts
 - (i) A biannual submittal of Standard Form 294.

(b) The Contractor shall submit Financial Management Reports NASA Form 533/Q each month per distribution requirements furnished by the Project Office. Said reports are due at destination no later than the 15th working day of the month, following close of the contractors accounting month.

(End of clause)

H.5 CONSTRUCTION OF FACILITIES (CoF) PROJECTS

The Contractor shall submit firm cost proposals for each fiscal year CoF Design and Construction projects respectively which will be subject to negotiation of an equitable agreement thereof. Upon completion of negotiation of an agreed to cost, the project line items will be incorporated into the contract, Attachment J-4 "CoF Projects- Modification and Construction of Real and Installed Property". Attachment J-4 will identify the project line item numbers, descriptions, negotiated costs, start and completion dates and dates by which each line item needs to be authorized.

It is mutually agreed that incorporation of the project line items and contract value does not commit the Government to authorize the contractor to implement any of the project line item numbers. Only at such time funds are made available to the Contracting Officer will the Contractor be unilaterally directed by the Contracting Officer, via Contract Modification (s) which includes funding that includes the line item for each project, to implement that project.

(End of clause)

{END OF SECTION}

SECTION I

CONTRACT CLAUSES

I.1 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.

(End of clause)

NOTICE: The following clauses are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.202-1	Definitions (Dec 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-2	Security Requirements (Aug 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records -- Negotiation (Jun 1999) -- Alternate I (Jan 1999)
52.215-8	Order of Precedence (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-14	Integrity of Unit Prices (Oct 1997) -- Alternate I (Oct 1997)
52.215-15	Pension Adjustment and Asset Reversions (Dec 1998)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits Other Than Pension (Oct 1997)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.216-13	Allowable Cost and Payment- Facilities (Feb 2002)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Subcontracting Concerns (Oct 2000)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (Jan 2002)
52.219-16	Liquidated Damages- Small Business Subcontracting Plan (Jan 1999)
52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)

52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990) [Insert TBD in paragraph (a)]
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Sep 2000)
52.222-17	Labor Standards for Construction Work-Facilities Contracts (Feb 1988)
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	Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001)
52.222-36	Affirmative Action for Handicapped Workers (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)
52.223-6	Drug-Free Workplace (Mar 2001)
52.225-1	Buy American Act-Supplies (Jun 2003)
52.225-13	Restrictions on Contracting with Sanctioned Persons (Jun 2003)
52.227-1	Authorization and Consent (Jul 1995)
52.228-7	Insurance -- Liability to Third Persons (Mar 1996)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.232-17	Interest (Jun 1996)
52.232-21	Limitation of Cost (Facilities)(Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment -- (Feb 2002) [(Insert 10th day, subparagraph (b)(ii)]
52.232-34	Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May 1999)
52.233-1	Disputes (Jul 2002) -- Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996) -- Alternate I (Jun 1985)
52.237-2	Protection of Government Buildings, Equipment & Vegetation (Apr 1984)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-10	F.O.B. Origin -- Government Bill of Lading Prepaid Postage (Apr. 1984) -- Referenced in Section F.1
52.242-13	Bankruptcy (Jul 1995)
52.242-16	Stop Work Order -- Facilities (Aug 1989) -- Referenced in Section F.1
52.243-2	Changes -Cost-Reimbursement (Apr 1987) -Alternate IV (Apr 1984)
52.244-2	Subcontracts (Aug 1998) -- Alternate I (Aug 1998) [Insert TBD in para.'s (e) and (k)]
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontract for Commercial Items/Components (Apr 2003)
52.245-7	Government Property (Consolidated Facilities (Mar 1996)
52.245-8	Liability for the Facilities (Jan 1997)
52.245-9	Use and Charges (Apr 1984)
52.246-10	Inspection of Facilities (Apr 1984) (Referenced in Section E, Clause E-1)
52.247-1	Commercial Bill of Lading Notations (Apr 1984) -- Referenced in Section F.1
52.247-65	F.o.b. Origin, Prepaid Freight-Small Package Shipments (Jan 1991)
52.249-11	Termination of Work (Consolidated Facilities or Facilities Acquisition) (Sep 1996)
52.249-13	Failure to Perform (Apr 1984)
52.249-14	Excusable delays (Apr 1984)
52.251-1	Government Supply Sources (Apr 1984) -- Alternate I (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
1852.204-74	Central Contractor Registration (May 2002)
1852.215-84	Ombudsman (Jun 2000) [Insert <u>Axel Roth; MSFC DE01; telephone- 256-544-0451; fax- 256-544-7920; e-mail- Axel.Roth-1@nasa.gov</u> in paragraph (b)]
1852.216-87	Submission of Vouchers for Payment (Mar 1998) – Referenced in Section G.2
1852.216-89	Assignment and Release Forms (Jul 1997)
1852.219-74	Use of Rural Area Small Business (Sep 1990)
1852.219-75	Small Business Subcontracting Reporting (May 1999)
1852.232-81	Contract Funding (Jun 1990) – Referenced in Section B.4
1852.219-76	NASA 8% Goal (Jul 1997)
1852.223-70	Safety and Health (Apr 2002)
1852.228-75	Minimum Insurance Coverage (Oct 1988) – Referenced in Section H.1
1852.237-70	Emergency Evacuation Procedures (Dec 1998)
1852.242-70	Technical Direction (Sep 1993) – Referenced in Section G.3
1852.242-72	Observance of Legal Holidays (Aug 1992)
1852.242-73	NASA Contractor Financial Management Reporting (Jul 2000)
1852.245-70	Contractor Requests for Government Owned Equipment (Jul 1997) – Referenced in Section G.1
1852.245-73	Financial Reporting of NASA Property in the Custody of Contractors (Aug 2001) (Deviation) – Referenced in Section G.4
1852.245-76	List of Government Furnished Property (Oct 1988) – Referenced in Section G.6
1852.247-73	Bills of Lading (Jun 2002)

C. MSFC UNIQUE CLAUSES

<u>Clause No.</u>	<u>Title</u>
MSFC 52.204-90	Contractor Employee Badging and Employee Termination Clearance (Nov 1999)
MSFC 52.222-90	Premiums for Scheduled Overtime (Feb 2001) [Insert TBD for <u>Amount</u> and <u>Period</u>]
MSFC 52.223-90	Asbestos Material (Jun 2002)

I.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 FULL TEXT CLAUSES

The following clauses are attached hereto in full text:

<u>Clause No.</u>	<u>Title</u>
52.232-22	Limitation of Funds (Apr 1984) -- As Modified by NASA FAR Supplement 1832.705-2

FAR 52.232-22 LIMITATION OF FUNDS (Apr 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--
- (i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

{END OF SECTION}

SECTION J

LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>Page</u>
J-1	Statement of Work	J-1-1
J-2	Contractor Acquired Property (Quarterly Report References)	J-2-1
J-3	Rehabilitation - Plant Equipment	J-3-1
J-4	Construction of Facility (CoF) Projects - Modification and Construction of Real and Installed Property	J-4-1
J-5	Facility Support Studies	J-5-1
J-6	Preliminary Engineering Reports	J-6-1
J-7	Compliance Documents	J-7-1
J-8	Small Business and Small Disadvantaged Business Concerns - Subcontracting Plan	J-8-1

ATTACHMENT J-1

STATEMENT OF WORK

The National Aeronautics and Space Administration (NASA) has determined, pursuant to FAR Subpart 45.3, this contract to be a consolidated facilities contract with its primary purpose to furnish Government property to the extent available and to acquire such other property for use as hereinafter provided for, in order to facilitate the Space Shuttle External Tank (ET) Project Program, site operations and other NASA programs at the MAF.

The parties recognize that the property furnished by the Government for the ET Project has been provided to the Contractor and the Contractor is accountable for that property. The Contractor will be reimbursed under this contract for transporting, installing, modifying, repairing, or otherwise making the property ready for use.

The contractor shall provide, in accordance with the terms and conditions of this contract:

(a) Contractor Acquired Property

Acquire, fabricate, and install such plant equipment entitled, "Contractor Acquired Property," as identified in Attachment J-2. All Contractor Acquired Property in excess of \$10,000 will be approved by the Contracting Officer on an item-by-item basis, prior to any acquisition. The latest requirements for Contractor Acquired Property will be reported quarterly as required by Clause H-4. The NASA CO quarterly reports, which list equipment procurements by quarter, will be referenced in Attachment J-2. Contracting Officer approval of quarterly report requirements constitutes the authority to purchase those items. The Contractor will ensure that funds allotted are sufficient to cover the cost of such acquisitions.

(b) Rehabilitation of Noncollateral Plant Equipment

Provide the effort for the rehabilitation of noncollateral plant equipment as identified in Section J, Attachment J-3. Plant equipment rehabilitation projects shall be approved by the Contracting Officer prior to the start of each project.

(c) Payment of Utilities

The Contractor shall provide for the direct payment of utility expense incurred at the MAF beginning October 2004. For those expenses in which various MAF tenants are required to pay a portion of the expense (electricity, water, natural gas, and fuel) the Contractor will maintain accounting records that will reflect the level of consumption for each tenant.

(d) Construction of Facilities

Provide the services and supplies for the Design and Site Investigation and Construction and Project Supervision, Inspection and Engineering Services (SIES), for the installation, modification and additions to existing real property and installed property provided to the contractor at MAF needed to carry out the manufacturing, development and test for the External Tank (ET) Project and site operations as identified in Section J, Attachment J-4. Items so furnished shall be listed and reported as Modification and Construction of Real and Installed Property, pursuant to Section "H", Reports.

(e) Preliminary Engineering Reports (PER)

The Contractor shall perform Preliminary Engineering Reports (PER) as identified in Section J, Attachment J-6 that are necessary, prior to the initiation of CoF design or site investigation of construction projects in order to further define (a) project requirements; (b) justification; (c) construction approach and (d) budgetary estimates.

(f) Facility Support Studies

The contractor shall perform those facility support studies that are identified in Section J, Attachment J-5. Facility Support Studies are those type studies that must be performed prior to the initiation of design or site investigation of unusual construction/environmental projects in order to determine "(a) the condition of MAF's infrastructure, (b) further define any facility project requirements, (c) provide higher fidelity budgetary estimates (d) MAF project requirements driven by environmental law or regulations (environmental studies applicability only)."

ATTACHMENT J-4

CoF PROJECTS - MODIFICATION AND CONSTRUCTION OF REAL AND INSTALLED PROPERTY

<u>LINE ITEM NO.</u>	<u>FACILITY PROJECT DESCRIPTION</u>	<u>ESTIMATED DESIGN COSTS</u>	<u>ESTIMATED SITE INVESTIGATION & STUDIES</u>	<u>ESTIMATED G&A COST</u>	<u>ESTIMATED CONSTRUCTION START DATE</u>	<u>ESTIMATED CONSTRUCTION COMPLETION DATE</u>
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Reserved

ATTACHMENT J-6

PRELIMINARY ENGINEERING REPORTS (PER)

<u>ITEM NO.</u>	<u>PER TITLE</u>	<u>PERIOD OF PERFORMANCE</u>	<u>ESTIMATED COST</u>	<u>AUTHORIZATION</u>
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Reserved

ATTACHMENT J-7

INDEX OF COMPLIANCE DOCUMENTS

The Contractor in performance of this contract, will comply with the following list of documents, herein incorporated by reference.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
MMI MAF 8800.1	Energy Conservation Program	May 1984
MMI MAF 8821.2	Construction of Facilities by Tenant Government Agencies	Jun 1989
NPG 8820.2C	Facility Project Implementation Handbook	Apr 1999
LMC-ET-MA91	Facility Operating Plan (FOP)	Dec 1999

ATTACHMENT J-8

SMALL/SMALL DISADVANTAGED & WOMEN OWNED SMALL BUSINESS MASTER
SUBCONTRACTING PLAN

LOCKHEED MARTIN SPACE SYSTEMS COMPANY, MICHOU D OPERATIONS, SMALL/SMALL
DISADVANTAGED & WOMEN OWNED SMALL BUSINESS MASTER SUBCONTRACTING PLAN
FACILITY CONTRACT NNM04AA02F

TABLE OF CONTENTS

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- B. Management of the Subcontracting Plan
- C. Identification of Small/Small Disadvantaged & Women-Owned Small Business Concerns
- D. Equitable Opportunity to Compete
- E. Flow Down of Plan to Subcontractors
- F. Records, Reports and Studies
- G. Effective Implementation of Plan
 - 1. Policies, Procedures, Responsibilities
 - 2. Management Support
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 - 4. Assistance to Small/Small Disadvantaged & Women-Owned Small Business Concerns
 - 5. "Make or Buy" Considerations
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 - 7. Small/Small Disadvantaged Business Initiatives
- H. Projected Subcontract Goals

A. INTRODUCTION

Lockheed Martin Corporation has been an active supporter of the Government's socio-economic procurement programs since their inception. We are one of the original participants in the Small Business Voluntary Subcontracting Plan during the early 1960's, in which several of the large defense prime contractors voluntarily exceeded the requirements of the law at that time. Building on that action, we have over the past several years continued to refine and expand our socio-economic procurement programs to achieve maximum effectiveness; again, usually exceeding contractual requirements. Consistent high ratings by Government review teams attest to the success of these efforts.

Past experience clearly indicates that the key prerequisite to an effective Small/Small Disadvantaged & Women-Owned Small Business Subcontracting Program is strong involvement by top management, with support by an organization of dedicated supervisors and other employees. Accordingly, the Director of Materiel Sourcing has been appointed to serve as Program Liaison Officer, and he has designated an experienced Small Business Administrator to assist in conducting the program.

B. MANAGEMENT OF THE SUBCONTRACTING PLAN

The Small/Small Disadvantaged & Women-Owned Small Business Subcontracting Plan for the Lockheed Martin Corporation will be managed by the Director of Materiel Sourcing and he has appointed a Small Business Administrator to assist in carrying out the plan. The Small Business Administrator's duties and responsibilities are detailed within.

In order to provide proper motivation and direction, the objectives and goals of the plan will be constantly brought to the attention of all affected supervisors and employees through the medium of regular staff meetings, special bulletins and reports. Also, individual buyer performance in making small disadvantaged & women-owned small business awards will be monitored, and buyer accomplishments in this field will be one of the criteria considered in their annual performance reviews. Those who achieve unusual results will be honored by cash awards, special luncheons, write-ups in the company newsletter, or other suitable recognition.

C. IDENTIFICATION OF SMALL/ SMALL DISADVANTAGED & WOMEN-OWNED SMALL
BUSINESS CONCERNS

(b)(4)

(b)(4)

D. EQUITABLE OPPORTUNITY TO COMPETE

Having identified qualifiable small/small disadvantaged & women-owned small business concerns, Lockheed Martin will provide full opportunity for them to compete for subcontracts on an equitable basis by insuring that there is ample time allowed for the preparation of bids, and that quantities, specifications and delivery times are conducive to maximum participation.

Assistance will be provided as required for small /small disadvantaged & women-owned small business bidders to fully understand Lockheed Martin Corporation specifications, contract terms and conditions, and how to prepare the supporting forms. We have in the past conducted "workshops" for this purpose, and these will be repeated from time to time as conditions necessitate.

Lockheed Martin procurement policies on progress payments require special consideration for small/small disadvantaged & women-owned small business concerns that may need financial assistance in order to compete equitably.

E. FLOW DOWN OF PLAN TO SUBCONTRACTORS

Federal Acquisition Regulation (FAR) Clause 52.219-8 "Utilization of Small Business Concerns" will be included in the Terms and Conditions of purchases and subcontracts over \$10,000.

On subcontracts over \$500,000 (\$1,000,000 for construction) FAR Clause 52.219-9 will be included, and the successful bidder, except small business concerns, will be required to adopt a plan similar to the Lockheed Martin plan if there is opportunity for further subcontracting. This plan will list their subcontractors by name, address, telephone number and amount of the award.

F. RECORDS, REPORTS AND STUDIES

(b)(4)

(b)(4)

G. EFFECTIVE IMPLEMENTATION OF THE PLAN

(b)(4)

Pages removed for the following reason: (b)(4)

(b)(4)

H. PROJECTED SUBCONTRACT GOALS

Goals for subcontracting with Small/Small Disadvantaged & Women-Owned Small Business concerns are hereby identified by fiscal year for the Facility Contract NNM04AA02F.

Goals for Estimated Subcontract Dollars Remaining to be Committed

	FY04	Small Business Goals
Estimated Subcontract Dollars to be Committed		TBD
Small Business		
Disadvantaged		
Woman-Owned		
Veterans		
Disabled Veterans		
HUBZ		
HBCU		

- NOTES: (1) Goals based on subcontract dollars for NNM04AA02F, for TBD projects/effort. Utilities are not included.
- (2) Small Business Goal includes Small Disadvantaged and Small Disadvantaged includes Small Woman-owned.