

ICESat-2

**RAPID III
OBSERVATORY DO**

ATTACHMENT H

**CHANGES TO BASELINE
RAPID III CONTRACT TERMS,
CONDITIONS, AND CLAUSES**

Changes to Baseline RAPID III Contract Terms, Conditions, and Clauses:

The revisions below are necessary to accommodate ICESat-2 unique requirements. These clause revisions will apply to the ICESat-2 Observatory Delivery Order only:

1. B.5 Rates For Non-Standard Services - Revised per the following:

SPECIAL STUDIES RATES

A. The Contractor shall perform special studies as defined in Attachment A, Statement of Work, Sections 4.2.1.1 and 4.2.1.3. In performance of the Special Studies assigned under this contract, the Contractor shall be required to expend man-hours at the fixed loaded hourly rates set forth in this clause.

The rates for computation of payment of these tasks are as follows:

Labor Categories	CY 2011 Price	CY 2012 Price	CY 2013 Price	CY 2014 Price	CY 2015 Price	CY 2016 Price	CY 2017 Price
BRG 02							
BRG 03							
BRG 04							
BRG05							
BRG06							
BRG07							
BRG08							
BRG09							
BRG10							
BRG11							

2. E.4 GSFC 52.246-93 Acceptance—Location(s) (Apr 2008) - Revised to reflect the following acceptance location(s):

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Authorized Item	Location	Representative
Observatory	On-Orbit	Joy Henegar-Leon/420 COTR
Observatory Operations Simulator	Mission Operations Center	Joy Henegar-Leon/420 COTR
Spacecraft-Instrument Simulator (w/ documentation)	Goddard Space Flight Center	Joy Henegar-Leon/420 COTR
Flight Operations Training Video	Mission Operations Center	Joy Henegar-Leon/420 COTR
Gryo Mass/Volume Simulator	Goddard Space Flight Center	Joy Henegar-Leon/420 COTR
Star Tracker Mass/ Volume	Goddard Space Flight Center	Joy Henegar-Leon/420 COTR

Simulator		
Printed Wiring Board/Test Coupons and Documentation in accordance with ICESat-2 MAR DID 12-6	Goddard Space Flight Center	Joy Henegar-Leon/420 COTR
Documentation per the CDRLs, MAR and SOW	Goddard Space Flight Center ICESat-2 Project Office (Electronically)	Joy Henegar-Leon/420 COTR
SDMS	In-place at Spacecraft Contractor Facility	Joy Henegar-Leon/420 COTR

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 30 day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

3. E.8 1852.246-72 Material Inspection And Receiving Report (Aug 2003) - Revised as follows:

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 4 copies, an original and 3 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

4. F.6 GSFC 52.247-95 Shipping Instructions--Non-Central Receiving (Oct 1988) - Revised as follows:

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

Item	Address	Marked For
Observatory Operations Simulator	TBD	TBD
Spacecraft-Instrument Simulator (w/ documentation)	Goddard Space Flight Center Shipping and Receiving Building 16W Attn: Joy Henegar-Leon/Code 420	Delivery Order: NNG11VG01D
Flight Operations Training Video	TBD	TBD
Gryo Mass/Volume Simulator	Goddard Space Flight Center Shipping and Receiving Building 16W Attn: Joy Henegar-Leon/Code 420	Delivery Order: NNG11VG01D
Star Tracker Mass/ Volume Simulator	Goddard Space Flight Center Shipping and Receiving Building 16W Attn: Joy Henegar-Leon/Code 420	Delivery Order: NNG11VG01D
Flight Gyro (with mounting brackets, associated thermal hardware, harness, test harness, and associated documentation)	Goddard Space Flight Center Shipping and Receiving Building 16W Attn: Joy Henegar-Leon/Code 420	Delivery Order: NNG11VG01D
Flight Star Tracker (with mounting brackets, associated thermal hardware, harness, test harness, and associated documentation)	Goddard Space Flight Center Shipping and Receiving Building 16W Attn: Joy Henegar-Leon/Code 420	Delivery Order: NNG11VG01D
Printed Wiring Board/Test Coupons and Documentation in accordance with ICESat-2 MAR DID 12-6	Goddard Space Flight Center Shipping and Receiving Building 16W Attn: Joy Henegar-Leon/Code 420	Delivery Order: NNG11VG01D

Note: The TBD address for the delivery of the Observatory Operations Simulator and the Flight Operations Training Video to the Mission Operations Center will be resolved once a decision is made regarding option 1 of this Delivery Order.

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

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD., delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving (Building 16W) may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

5. G.11 1852.245-76 List Of Government Property Furnished Pursuant To Far 52.245-1 (Deviation) (Sep 2007) - Revised as indicated in the DO Attachment F

6. H.11 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989) Revised as follows:

(a) Of the total price of items 1, 3 and 4, the sum of **\$11,750,000.00** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts
FY2011	\$2,138,000.00
FY2012	\$26,725,000.00
FY2013	\$26,725,000.00
FY2014	\$24,587,000.00
FY2015	\$16,035,000.00
FY2016	\$10,690,000.00

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 30, 2011**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the

estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

**7. H.13 GSFC 52.219-92 SMALL DISADVANTAGED BUSINESS PARTICIPATION--
CONTRACT TARGETS (APR 2009) Revised as follows:**

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

**NAICS Industry Subsectors	Dollar Target	Percent of Delivery Order Value
423690		
334415		
423610		
332312		

334412

Total:

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce (List Target dollars and percentages by individual NAICS Industry Subsectors).

(b) 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)

No SDB concerns (subcontractors) have been specifically identified.

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

(c) If the prime offeror is an SDB, the target for the work it intends to perform as a prime contractor is as follows:

Dollars	Percent of Delivery Order Value
N/A	N/A

(End of clause)

8 H.15 Performance-Based Payment Events and Completion Criteria – Revised as modified in Attachment G of this DO.

9. H.16 Acceptance and Final Payment for Spacecraft – Revised to read as follows:

The Contracting Officer or authorized representative will verify the completion of on-orbit check-out. At the successful completion of all on-orbit check-out activities and upon the Contractor meeting all requirements for acceptance, the Government will make final acceptance for each mission spacecraft on-orbit or as specified in the delivery order.

Upon delivery of the mission spacecraft to the point of delivery listed in the delivery order, the Contractor shall submit a DD Form 250 to the Contracting Officer. The Government will accept the mission spacecraft following completion of on-orbit check-out and verification that the mission spacecraft meets all of the performance and technical requirements of this contract and delivery order. Acceptance of the mission spacecraft shall be accomplished by the Contracting Officer's signature on the DD Form 250. The Government may reject the mission spacecraft if it fails to meet any of the performance and technical requirements of this contract and delivery order. Following final acceptance by the Government, the Contractor may submit a final invoice for the unliquidated price of the mission spacecraft. The unliquidated price of the mission

spacecraft shall be the delivery order price less any payments made to the Contractor in accordance with H.15 —PERFORMANCE-BASED PAYMENT EVENTS AND COMPLETION CRITERIA. The Contractor shall not be held liable for the degradation of the mission spacecraft nor for the risk of loss of the mission spacecraft due to failure of the Government provided launch vehicle, Government provided instrument(s), or Government provided ground operations. **Following Launch Vehicle ignition and liftoff, the Contractor's Liability for risk of loss shall be limited to the value of the final performance based milestone payment.**

Acceptance Criteria – The acceptance of the mission spacecraft shall occur after the Contractor demonstrates that the mission spacecraft meets all of the following:

- (a) The mission spacecraft, its subsystems, components, and materials meet all of their specifications, both individually and collectively as defined by the delivery order, and this compliance has been confirmed by Government approval after successful completion of the mission spacecraft Pre-Shipment Review, as defined in the CDRL 22.
- (b) The mission spacecraft has successfully completed a 60-day On-orbit Performance Verification Program as defined in the SOW.
- (c) The Contractor has successfully completed the Observatory (Post Launch) Acceptance Review (OAR) as defined in the SOW.
- (d) The Contractor shall have provided to the Government project an acceptable End Item Data Package in compliance with Rapid III MAR Section 16 and CDRL MA 16-1.
- (e) All other requirements of the delivery order have been satisfied.

(End of text)

10. J.1 List of Attachments, Attachment A, Statement of Work (SOW)- Replaced with the ICESat-2 SOW contained in the DO Attachment A.

11. J.1 List of Attachments, Attachment B (d) Performance-Based Payment Schedule- Revised as indicated in the DO Attachment G.

12 J.1 List of Attachments, Attachment D, Contract Data Requirements List, - Revised as indicated in the DO Attachment D.

13. J.1, List of Attachments, Attachment E, Rapid III Mission Assurance Requirements (MAR)- Replaced with the ICESat-2 MAR contained in the DO Attachment C.

14. The following clause is hereby incorporated into the ICESat-2 spacecraft DO:

- I. **1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Class Deviation 2009 Per NASA PIC 09-14, dated 10/21/2009)**

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements. Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

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

(b) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The

Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(c) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

The above revisions are necessary to accommodate unique requirements of the ICESat-2 Mission. The clause revisions will apply only to the ICESat-2 Spacecraft DO.