

Amendment #3
NNG10338284R

Solicitation NNG10338284R is hereby amended as follows:

1. The **Standard Form 33 Solicitation, Offer and Award** has been revised to change the proposal due date from 1/17/2011 to 1/31/2011.
2. Section B.2, Table B. DOCUMENTATION is revised to add Item B-6 Organizational Conflict of Interest Avoidance Plan as a deliverable. Section B, B.2 is revised to read as follows:

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section J of this contract as Attachments A & B.

A. HARDWARE

| <i>Item</i> | <i>Description</i> | <i>Reference</i> | <i>Schedule</i> | <i>Transportation Class</i> |
|-------------|--------------------------|--|---------------------------------|-----------------------------|
| A-1 | Integration & Test Laser | Per Sow paragraph 3.2 | 23 Months after contract award | Class I |
| A-2 | Flight Laser Serial #1 | Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099 | 24 Months after contract award | Class I |
| A-3 | Flight Laser Serial #2 | Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099 | 27 months after contract award | Class I |
| A-4 | Flight Laser Serial #3 | Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099 | 30 months after contract award | Class I |
| A-5 | Flight Laser Serial #4 | Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099 | 35 months after contract award | Class I |
| A-6 | Shipping Containers | Per SOW paragraph 5.9 | With each flight laser delivery | Class I |
| A-7 | Connector Savers | Per SOW paragraph 3.3 | With each flight laser delivery | Class I |

| | | | | |
|------|---------------------------------|--|---------------------------------|---------|
| A-8 | Mating Connectors | Per SOW 3.4.1 | With each flight laser delivery | Class I |
| A-9 | Breakout Boxes | Per SOW 3.4.1 | With each flight laser delivery | Class I |
| A-10 | Test Port Flight Connector Caps | Per SOW 3.4.2 | With each flight laser delivery | Class I |
| A-11 | Laser Mass Model | Per ICESat-2-SPEC-0099, Sections 4.3 and 4.4 | 12 Months after contract award | Class I |

B. DOCUMENTATION

| | | | | |
|-----|---|------------------------------|---|----|
| B-1 | Documentation in accordance with Attachment A Statement of Work, Appendix D and Appendix F. Deliverable Items List and Schedule | Per Appendix D & F | Attachment A, Appendix D & F | IV |
| B-2 | NASA Financial Management Reports | Clauses G.5, G.6 | Monthly and Quarterly in accordance with Clause G.7 | IV |
| B-3 | Safety & Health Reporting | Clause H.3, Clause H.8 | Monthly and Annual Reports | IV |
| B-4 | New Technology Reporting | Clause G.1, G.4 | As required | IV |
| B-5 | IT Security Management Plan | Clause I.12 | 30 calendar days after contract award, & annual updates as required | IV |
| B-6 | Organizational Conflicts of Interest Avoidance Plan | Clause 1.10 | 30 calendar days after contract award | IV |
| B-7 | NF 1018 NASA Property in Custody of the Contractors | Clause G.8 | Annually in accordance with G.8 | IV |
| B-8 | Small Business Subcontracting Plan Reporting | Clauses H.6, I.1 1852.219-75 | Semi-annually in accordance with H.6 | IV |

| | | | | |
|------|---------------------------------|-------------------------|--|----|
| B-9 | Advanced Notice of Shipment | Clause F.4, 1852.247-72 | 14 days prior to shipping items A-1– A-5 | IV |
| B-10 | Transparency and Accountability | Attachment S | As required | IV |

(End of clause)

3. **Section E, E.2 Acceptance – Locations (GSFC 52.246-93)(Apr 2008)** is revised to update the list authorized Items **FROM:** B-1 – B-9 **TO:** B-1 – B-10. The clause is revised to read as follows:

E.2 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)

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

| <u>Item</u> | <u>Location</u> | <u>Representative</u> |
|-------------------|------------------------------------|-----------------------|
| A-1 – A-11 | Goddard Space Flight Center | COTR |
| B-1 – B-10 | Goddard Space Flight Center | CO/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.

(End of Clause)

4. **Section I-CLAUSES INCORPORATED BY REFERENCE** is revised as follows:

ADD: FAR 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

DELETE: 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)

5. The following clause is added to Section I:

I.10 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS is revised to add Attachment O, Organizational Conflict of Interest. Section J, J.1 is revised to read as follows:

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

| <u>Attachment</u> | <u>Description</u> | <u>Date</u> | <u>No. of Pages</u> |
|-------------------|--|-------------|---------------------|
| A | ICESat-2 Flight Laser Systems Statement of Work, ICESat-2-LAS-CTR-0451, Revision B | 12/6/2010 | 130 |

| | | | |
|---|--|----------------------------------|----------|
| B | ICESat-2 ATLAS Laser Performance Specification, ICESat-2-ATSYS-SPEC-0099, Revision G | 12/9/2010 | 21 |
| C | ATLAS Contamination Control Plan, Revision A, ICESat-2-ATSYS-PLAN-0297 | 11/22/2010 | 20 |
| D | ATLAS Component Environmental Requirements Document, ICESat-2-ATSYS-REQ-0517 | 11/16/2010 | 69 |
| E | ATLAS Electrical Systems Requirements, Revision A, ICESat-2-SYS-REQ-0189 | 11/4/2010 | 23 |
| F | Definition of Technology Readiness Level (TRL) 6 ICESat-2-LAS-TN-0173, Rev A | 11/12/2010 | 2 |
| G | ATLAS Thermal Interface Control Document ICESat-2 THM-IFACE-0214, Rev A | 11/2/2010 | 49 |
| H | ATLAS Thermal Model Delivery Report Template ICESat-2-THM-RPT-0212, Rev A | 11/12/2010 | 10 |
| I | Financial Management Reporting Requirements | 9/23/2010 | 4 |
| J | Small Business Subcontracting Plan | To Be Submitted With Proposal | TBD |
| K | Reserved | Reserved | Reserved |
| L | Safety and Health Plan | To Be Submitted With Proposal | TBD |
| M | Quality Assurance Plan | To Be Submitted With Proposal | TBD |
| N | IT Security Management Plan | Due 30 days after contract award | TBD |
| O | Organizational Conflict of Interest Avoidance Plan | Due 30 days after contract award | TBD |
| P | IT Security Applicable Documents List | 10/8/2010 | 3 |
| Q | Radiation Requirements Document, ICESat-2-SMA-REQ-0037 | 4/7/2010 | 20 |
| R | Radiation Environment Description Document, ICESat-2-SYS-REQ-0277 | 9/7/2010 | 40 |
| S | Transparency & Accountability | 11/19/2010 | 1 |

(End of clause)

End of Amendment 3