

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	RATING DO-C9	PAGE OF PAGES 1 66
2. CONTRACT (Proc. Inst. Ident.) NO. NNA04AA18B/DTTS59-99-D-00457	3. EFFECTIVE DATE October 15, 2003	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. JT-3019	
5. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000	CODE JAC	6. ADMINISTERED BY (If other than Item 6) Carlos D. Torrez, M/S 241-1	CODE JAI

7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) QSS Group Inc. 4500 Forbes Blvd. Suite 200 Lanham, Maryland 20706\	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR See Section F.3, Deliveries or Performance	CODE See F.3	12. PAYMENT WILL BE MADE BY NASA Ames Research Center Cost Accounting Branch Code CFG, M/S 203-18 Moffett Field, CA 94035-1000	CODE CFG: 203-18
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13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA \$1,284,781.00 PPC:HS
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
01	Ames Research Center – IT Services & Support for the Phase-in period (as set forth in Section F.3(a)(1)) in accordance with the Phase-in Plan.	1	Job	EA	\$132,009.00
02	Ames Research Center – IT Services & Support on an incentive fee basis for the Base Period (set forth in Section F.3(a)(2)).	1	Job	EA	\$48,162,612.00

15G. TOTAL AMOUNT OF CONTRACT \$48,294,621.00

16. TABLE OF CONTENTS (see attached)

(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
	A SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES	
	B SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
	C DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS	
	D PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD	
	H SPECIAL CONTRACT REQUIREMENTS				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RFP2-38091 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Richard F. Bishop, President	20A. NAME OF CONTRACTING OFFICER Carlos D. Torrez
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19B. NAME OF CONTRACTOR <i>(Signature of person authorized to sign)</i>	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	20C. DATE SIGNED
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE / COSTS

NOTE: This document contains clauses and provisions taken from, among other sources, the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement (NFS). Whenever the word "contract" or "task order" appears in FAR and NFS clauses and provisions presented herein, substitute the word "task order" or "subtask assignment", respectively. In addition, throughout this entire document, the term "Contracting Officer" refers to the Ames Research Center Contracting Officer except where specifically defined otherwise.

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

B.1 SUPPLIES / SERVICES TO BE PROVIDED

(ARC 52.211-94)(FEB 1997)

(a) Phase-In & Base Period

The Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
01	Ames Research Center – IT Services & Support for the Phase-in period (as set forth in Section F.3(a)(1)) in accordance with the Phase-in Plan.	1	Lot
02	Ames Research Center – IT Services & Support on an incentive fee basis for the Base Period (set forth in Section F.3(a)(2)).	1	Lot

(b) Option Period One.

Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to furnish the items below in accordance with the Description / Specification / Work Statement in Section C.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
03	Ames Research Center – IT Services & Support on an incentive fee basis for the period set forth in Section F.3(b).	1	Lot

(c) Option Period Two.

Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to furnish the items below in accordance with the Description / Specification / Work Statement in Section C.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
04	Ames Research Center – IT Services & Support on an incentive fee basis for the period set forth in Section F.3(c).	1	Lot

(d) Option Period Three.

Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to furnish the items below in accordance with the Description / Specification / Work Statement in Section C.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
05	Ames Research Center – IT Services & Support on an incentive fee basis for the period set forth in Section F.3(d).	1	Lot

(e) Option Period Four.

Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to furnish the items below in accordance with the Description / Specification / Work Statement in Section C.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
06	Ames Research Center – IT Services & Support on an incentive fee basis for the period set forth in Section F.3(e).	1	Lot

(End of Clause)

B.2 ESTIMATED COST AND INCENTIVE FEE

(NFS 1852.216-84)(OCT 1996)

(a) Base Period

(1) Cumulative Target Cost

(i) Phase-in

Phase-in Period (Item No. 01)

The target cost of this task order is [REDACTED]

B-4

(ii) Basic Services for IT Services and Support

The target cost of this task order is [REDACTED]

(2) Cumulative Incentive Fee (Subtask fee and Management Fee)

(i) Subtask Fee

The total target Subtask Fee is [REDACTED]

(ii) Management Fee

The Target Management Fee of this contract is [REDACTED]

B-4

(iii) Total Target Fee (Subtask Fee plus Management Fee)

The total Target Fee of this task order is [REDACTED]

(3) Cumulative Target Cost and Target Fee

The target cost and target fee as contemplated by the Incentive fee clause of this task order are [REDACTED]

(4) Maximum Cost and Fee

The maximum cost of this task order is [REDACTED]

The maximum fee of this task order is [REDACTED]

The maximum cost and fee of this task order are [REDACTED]

B-4

(b) First Option Period

(1) Cumulative Target Cost

The target cost of this task order is [REDACTED]

(2) Cumulative Incentive Fee (Subtask fee and Management Fee)

(i) Subtask Fee

The total target Subtask Fee is [REDACTED]

B-4

(ii) Management Fee

The Target Management Fee of this contract is [REDACTED]

(iii) Total Target Fee (Subtask Fee plus Management Fee)

The total Target Fee of this task order is [REDACTED]

B-4

(3) Cumulative Target Cost and Target Fee

The target cost and target fee as contemplated by the Incentive fee clause of this task order are [REDACTED].

(4) Maximum Cost and Fee

The maximum cost of this task order is [REDACTED].

The maximum fee of this task order is [REDACTED].

The maximum cost and fee of this task order are [REDACTED].

B-4

(c) Second Option Period

(1) Cumulative Target Cost

The target cost of this task order is [REDACTED].

B-4

(2) Cumulative Incentive Fee (Subtask fee and Management Fee)

(i) Subtask Fee

The total target Subtask Fee is [REDACTED].

(ii) Management Fee

The Target Management Fee of this contract is [REDACTED].

B-4

(iii) Total Target Fee (Subtask Fee plus Management Fee)

The total Target Fee of this task order is [REDACTED].

(3) Cumulative Target Cost and Target Fee

The target cost and target fee as contemplated by the Incentive fee clause of this task order are [REDACTED].

(4) Maximum Cost and Fee

The maximum cost of this task order is [REDACTED].

The maximum fee of this task order is [REDACTED].

The maximum cost and fee of this task order are [REDACTED].

B-4

(d) Third Option Period

(1) Cumulative Target Cost

The target cost of this task order is [REDACTED].

B-4

(2) Cumulative Incentive Fee (Subtask fee and Management Fee)

(i) Subtask Fee

The total target Subtask Fee is [REDACTED]

(ii) Management Fee

The Target Management Fee of this contract is [REDACTED]

B-4

(iii) Total Target Fee (Subtask Fee plus Management Fee)

The total Target Fee of this task order is [REDACTED]

(3) Cumulative Target Cost and Target Fee

The target cost and target fee as contemplated by the Incentive fee clause of this task order are [REDACTED]

(4) Maximum Cost and Fee

The maximum cost of this task order is [REDACTED]

The maximum fee of this task order is [REDACTED]

The maximum cost and fee of this task order are [REDACTED]

B-4

(e) Fourth Option Period

(1) Cumulative Target Cost

The target cost of this task order is [REDACTED]

B-4

(2) Cumulative Incentive Fee (Subtask fee and Management Fee)

(i) Subtask Fee

The total target Subtask Fee is [REDACTED]

(ii) Management Fee

The Target Management Fee of this contract is [REDACTED]

B-4

(iii) Total Target Fee (Subtask Fee plus Management Fee)

The total Target Fee of this task order is [REDACTED]

(3) Cumulative Target Cost and Target Fee

The target cost and target fee as contemplated by the Incentive fee clause of this task order are [REDACTED]

(4) Maximum Cost and Fee

The maximum cost of this task order is [REDACTED]

The maximum fee of this task order is [REDACTED]

B-4

The maximum cost and fee of this task order are  BA

(End of Clause)

B.3 MAXIMUM VALUE OF TASK ORDER

The total value of this Information Technology Omnibus Procurement II (ITOP II) task order shall not exceed \$300 million (including all options). All work under this task order will be authorized via subtask assignments.

(End of Clause)

B.4 CONTRACT FUNDING

(NFS 1852.232-81)(JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$1,183,669.00. This allotment is for base period and option periods, if exercised, and covers the following estimated period of performance: October 15, 2003 to November 15, 2003.
- (b) An additional amount of \$101,112.00 is obligated under this contract for payment of fee.

(End of Clause)

[END OF SECTION]

SECTION C - DESCRIPTION / SPECIFICATION / WORK STATEMENT

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

C.1 DESCRIPTION / SPECIFICATION / WORK STATEMENT

(ARC 52.211-93) (FEB 1997)

- (a) In accordance with the task order's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities except as otherwise stated herein and do all other things necessary for, or incidental to performance of the requirements set forth herein.
- (b) Work shall be accomplished in accordance with the Statement of Work entitled, "NASA ARC IT Services & Support," incorporated in Section J.

(End of Clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

D.1 PACKAGING AND MARKING

(ARC 52.211-95)(ALTERNATE I)(FEB 1997)

- (a) The Contractor shall preserve, pack, and mark for shipment all items deliverable under this task order in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) The Contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The Contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.
- (c) The Contractor shall place identical requirements on all subcontracts.

(End of Clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

E.1 CLAUSES INCORPORATED BY REFERENCE

(FAR 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-9	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE		

(End of Clause)

E.2 MATERIAL INSPECTION AND RECEIVING REPORT

(NFS 1852.246-72) (JUN 1995)

- (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 triplicate copies, an original and two (2) copies.
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.672-1. 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)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

F.1 CLAUSES INCORPORATED BY REFERENCE

(FAR 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	Stop-Work Order, Alternate I (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE		

(End of Clause)

F.2 DELIVERY SCHEDULE

(ARC 52.211-91) (FEB 1997)

(a) The Contractor shall deliver hardware, software, data and services as required by this task order and the individual task assignments.

(b) Unless specified otherwise, all hardware items shall be delivered to:

Ames Research Center
Receiving Dept. 233-15
Task Order RFP2-38091

Moffett Field, CA 94035-1000
Attn: Dennis Korbel

- (c) All reports and documentation shall be mailed in accordance with Section F.4, Delivery of Reports.

(End of Clause)

F.3 PERIOD OF PERFORMANCE

(ARC 52.211-100)(JUL 1997)

(a) Base Period

(1) Phase-In Period. The period of performance for this portion of the one year Base Period shall be for a three (3) month period as described in the Phase-In Plan (see Section J.1(a)), starting from task order award.

(2) Base Period. The period of performance is one year, starting from task order award.

(b) Option Period One.

If the Government exercises the option to extend the term of the task order, the period of performance of this option shall be for a one year period, starting from the end of the Base Period.

(c) Option Period Two.

If the Government exercises the option to extend the term of the task order, the period of performance of this option shall be for a one year period, starting from the end of the previous period of performance.

(d) Option Period Three.

If the Government exercises the option to extend the term of the task order, the period of performance of this option shall be for a one year period, starting from the end of the previous period of performance.

(e) Option Period Four.

If the Government exercises the option to extend the term of the task order, the period of performance of this option shall be for a one year period, starting from the end of the previous period of performance.

(End of Clause)

F.4 DELIVERY OF REPORTS

(ARC 52.212-100)(AUG 1990)(MODIFIED DEC 1994)

The process for the delivery of reports is expected, in general, to be through the implementation and utilization of email, web based applications, and/or other commonly used IT related communication services. The details regarding the actual process(es) for the delivery of reports shall be discussed and determined during the Phase-In Period. The reports listed in this section are exempt from Section E.2 Material Inspection and Receiving Report unless specified otherwise.

Reports that are not delivered electronically shall be addressed to NASA-Ames Research Center, Moffett Field, CA 94035-1000, marked with the task order number, to the attention of the listed recipients, and in accordance with the following delivery schedule. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer. Some recipients may request machine-readable copies of the reports. See paragraph F.6, Reports of Work for report requirements.

<u>Item/Report</u>	<u>Delivery Date</u>	<u>Recipient (QTY)</u>
1. Monthly Subtask Report (MSR)	First work day of each month	COTR (1) Subtask Requester (1)
2. Monthly Task Order Summary (MTOS)	Five working days after the end of each month	CO (1) COTR (2) Code JT Division Chief (2)
3. Financial Management Reports		
a) Initial Report (NF 533I)	Thirty working days after effective date of contract	CO (1) COTR (2) Financial Management (2) Code JT Staff Assistant (1)
b) Monthly Report (NF 533M)	Five working days after the end of each month	CO (1) COTR (2) Financial Management (2) Code JT Staff Assistant (1)

c) Labor, Dollar Distribution Report	Ten working days after the end of each month	CO (1) COTR (1)
4. Monthly Accident Report	Ten working days after the end of each month	CO (1) COTR (1) Safety Office (1)
5. Subcontracting Report (SF 294)	Semi-annually by the last day of the month following the close of the reporting period	CO (1) Small Business Office (1)
6. Summary Subcontracting Report (SF 295)	Annually by the last day of the month following the close of the reporting period	CO (1) NASA HQ Code HK (1) Small Business Office (1)
7. Equipment Reports		
(a) DOD Industrial Plan Equipment Requisition System (DD1419)	As required per contract clause 1852.245-70 (Section G)	CO (1)
(b) DOD Property Report (DD 1342)	As required per contract clause 1852.245-70 (Section G)	CO (2) IPO JFS:255-2 (1)
8. Property Management Report	Ten working days after the end of each quarter	CO (2) IPO JFS:255-2 (1)
9. Contractor's Portion of the Subtask Order	As specified in Section G.2	
10. Second / Third Shift Schedule Roster	Five working days prior to effective month	CO (1) Security Office (1)
11. New Technology Report		
(a) Interim	12 months after effective date of award	CO (1) COTR (2), DK(1)
(b) Annual	Annually after the Interim	same as (a)
(c) Final	3 months after completion of task order	same as (a)

(End of Clause)

F.5 PLACE OF PERFORMANCE

(ARC 52.237-90)(FEB 1997)

The Contractor shall perform the work under this task order at NASA Ames Research Center, other NASA Centers, auxiliary facilities, and at such other locations as may be approved by the Ames Research Center Contracting Officer.

(End of Clause)

F.6 REPORTS OF WORK

(ARC 52.227-95)(APR 2002)

The Contractor shall deliver the reports listed in Section F.4 with the following additional requirements:

1. Monthly Subtask Report (MSR)

The Contractor shall provide each subtask requester with an individual MSR. The requirements of the MSR are to be specified in the Subtask Order (STO). Minimum requirements for the MSR are as follows: all subtask related financial and workforce data necessary to support the MTOS; any metrics measured since previous MSR.

2. Monthly Task Order Summary (MTOS)

The Contractor shall provide

- One page summary of significant activities and/or issues for the entire task order
- List and brief description of all new or modified STOs since the prior month's report
- Financial data (obligations and costs, plans vs. actuals) for all subtasks with cost variances that exceed the following constraints for the specified range of planned annual costs:

<u>Planned Annual Costs</u>	<u>Cost Variance</u>
\$20K - \$150K	30%
\$150K - \$1M	20%
>\$1M	10%

- List, brief description, and delivery date of products or services that have been delivered, as specified in the STO, but have not been reported in a prior MTOS
- List and acceptance date of products and services that have been accepted by the Subtask Requester, as per the acceptance criteria in the STO, but have not been reported as accepted in a prior MTOS.
- Subtask fee calculations associated with any products and services reported as accepted in the current MTOS, including the formula, definition of formula terms, actual value of metrics, and acceptance criteria, if applicable.
- List of subtasks with unresolved significant issues, as defined by the subtask requester, and a description of the unresolved significant issues.

- A list of any other relevant and significant issues.

3. Financial Management Reports

Monthly financial management reports shall be submitted by the Contractor and each Major Subcontractor (as defined in the A-CITS RFP Section L.6(b)) on NASA Forms 533 in accordance with the instructions on the reverse side of the forms and NASA Handbook (NHB) 9501.2B, "Procedures for Contractor Reporting of Correlated Cost and Performance Data," and as set forth below.

Reporting categories shall be elements of cost including: total direct labor hours (excluding subcontracts); direct labor hours (subs); direct labor costs; overhead plus G&A; total direct labor, overhead, and G&A; other direct costs (ODCs) details by ODC category and subtask, G&A/handling charge on ODCs; total ODCs; incentive fee. The following information shall be presented:

- _ Incurred cost elements for the reporting period: Actual and Planned;
- _ Accumulated cost elements to date of report: Actual and Planned;
- _ Anticipated cost elements for the next report periods;
- _ Estimated cost elements to completion;
- _ Cost elements for contract value and Contractor estimates;
- _ An Actual vs. Contract Value Report for cost elements itemized by contract value, current month, Government fiscal year to date, contract to date, percent of contract value and balance of contract.
- _ A Subcontracting Report for the Government fiscal year to date and contract to date itemizing total dollars for large business, small business by category.
- _ A detailed Indirect Rate Report for the current month, fiscal year to date actual, and fiscal year provisional rates for overhead and G&A. Include narrative explanation for variances between provisional rates and actual rates exceeding ten percent.

Additional instructions for the specific financial management reports listed in Section F.4 are as follows:

- a) Initial Report**
An initial NASA Form 533I in complete detail, time phased for the expected life of the contract will be submitted, reflecting the original contract value. The initial report shall be the original contract baseline plan.
- b) Monthly Report**
A monthly NASA Form 533M in complete detail will be submitted for the contract and each task order.
- c) Labor, Dollar Distribution Report**
The Labor, Dollar Distribution Report shall include direct labor and project management data for each task (such as actual labor and project management hours and dollars), with type of work, and with type of ODC. A machine readable copy is required.

4. Monthly Accident Report

The Contractor shall submit ARC Form 15 (Rev. January 1996), "Monthly Accident Report for Contractors at Ames Research Center." If no accidents occur, monthly negative reports are required. A NASA Mishap Report (NASA Form 1627) is required within one working day of a mishap occurrence.

5. Subcontracting Report

The Contractor shall submit Standard Form 294 in accordance with the instructions provided on the reverse of the form and in accordance with Section I clause 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan."

6. Summary Subcontracting Report

The Contractor shall submit Standard Form 295 semi-annually in accordance with the instructions provided on the reverse of the form and in accordance with Section I clause 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan."

7. Equipment Reports

The Contractor shall submit a DD form 1419, "DoD Industrial Plant Equipment Requisition," and DD Form 1342, "DoD Property Record," as specified in Section G clause 1852.245-70, "Acquisition of Centrally Reportable Equipment," for items as described in NHB 2410.1F.

8. Property Management Report

The Contractor shall submit a Property Management Report itemizing all purchases for the quarter. All orders, items received, and prices must be included.

9. Contractor's Portion of the Subtask Order (STO)

The STO contains all the necessary information to establish a subtask. It consists of a Government portion (typically filled out by the subtask requester), a Contractor portion, and a CO portion. The process for completing the STO is given in Section G.2 Subtask Ordering Procedure.

10. Second / Third Shift Schedule Roster

The Contractor shall provide the schedule/ roster for on-site second and third shifts, to include number of employees, locations, and scheduled working periods on a monthly basis. A revised schedule/roster will be submitted within five work days of any change in location, personnel or hours scheduled.

11. New Technology Reports

The Contractor shall submit New Technology Reports of reportable items in accordance with Section G clauses 1852.227-70, "New Technology," and 1852.227-

72, "Designation of New Technology Representative and Patent Representative." A negative report is required even if there is no New Technology to report.

For the purposes of computing incentive fees related to on-time reporting, the following reports are divided into two types:

Type I Reports

Monthly Task Order Summary
Financial: Initial Report
Financial: Monthly Report

Type II Reports

Monthly Subtask Report
Financial: Labor, Dollar Distribution Report
Monthly Accident Report
Subcontracting Report
Summary Subcontracting Report
Equipment Reports
Property Management Report
Second / Third Shift Schedule Roster
New Technology Report

Please note that the difference between the two types of reports is not related to the importance of the subject matter. The difference is based on the importance of the timing of the delivery of the reports as per Section H.5.

(End of Clause)

F.7 NOTICE OF DELAY

(ARC 52.249-90)(FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the task order at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this task order, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than 45 days before completion date specified in this task order, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of Clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

G.1 CLAUSES INCORPORATED BY REFERENCE

(FAR 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	NOV 1998	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE-- LICENSING
1852.242-71	DEC 1998	TRAVEL OUTSIDE THE UNITED STATES
1852.242-73	JUL 1997	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT- OWNED EQUIPMENT
1852.245-71	JUN 1998	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (ALTERNATE I)(MAR 1989) (insert the following in Paragraph (a), "See NASA Procedures and Guidance (NPG) 4200.1, NASA Equipment Management Manual; NPG 4200.2, NASA Equipment Management User's Guide for Property Custodians; NPG 4300.1, NASA Personal Property Disposal; and NPG 4310.4, Identification and Disposition of NASA Artifacts, for applicable user responsibilities.")

(End of Clause)

G.2 SUBTASK ORDERING PROCEDURE

- (a) Only the Contracting Officer may issue subtask orders to the Contractor, providing specific authorization or direction to perform work within the scope of the task order. The Contractor may incur costs under this contract in performance of subtask orders and subtask order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the task order or expressly authorized by the Contracting Officer.
- (b) The process for creating a subtask is as follows
1. CO or any government personnel so authorized by the CO sends subtask related requirements and other useful information to the Contractor using the subtask order form (STO_F). The Government portion of the STO_F shall include the following information
 - a. Basic Subtask Information
 - Subtask title and tracking number
 - Government point of contacts (POCs) and contact info
 - Brief description of subtask
 - Start date and acceptance criteria for establishing actual start date
 - b. Deliverables (Products / Services)
 - Deliverable name, description, period of performance, and/or due date
 - Division of subtask fee by deliverable
 - Acceptance criteria for each deliverable
 - Cost, performance, and schedule incentive fee formulas, metrics, and definition of formula terms and metrics for each deliverable
 - Instructions and responsibility for measuring metrics and acceptance criteria and entering them into the automation tool
 - c. Additional Requirements & Information
 - Reporting Requirements
 - Other requirements
 - Work location, GFE, other useful information
 2. Using the STO_F the Contractor responds with a proposed subtask plan. The Contractor portion of the STO_F shall include the following information
 - a. Technical Approach
 - b. Cost Estimates
 - c. Contractor POCs and contact info

3. The Contractor and the CO or any government personnel so authorized by the CO discuss the details until both parties agree on STO_F specifics (go to step 4.) or requirements are withdrawn (process stops).
 4. CO or any government personnel so authorized by the CO and the Contractor create and sign the agreement, called the proposed STO.
 5. The proposed STO is sent to the CO for approval. If approved, go to step 6. If not approved, corrective actions / comments are sent to the Contractor and Subtask Requester, if applicable.
 6. The CO may issue an STO to the Contractor by completing the CO portion of the STO_F, which consists of the following additional information:
 - a. Date of the order
 - b. Contract number and order number
 - c. Maximum dollar amount authorized (cost and fee or price). This includes allocation of incentive fee among incentive fee periods, if applicable
 - d. Any other resources (travel, materials, equipment, facilities, etc.) authorized
 - e. Additional instructions or comments
 7. The Contractor may begin work on the subtask as per the STO contingent upon the approval of the CO or any government personnel so authorized by the CO.
- (c) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within TBD calendar days after receipt of the subtask order.
- (d) If time constraints do not permit issuance of a fully defined subtask order in accordance with the procedures described in paragraphs (a) through (c), a subtask order which includes a ceiling price may be issued for a period no more than 60 days.
- (e) The Contracting Officer may amend subtasks in the same manner in which they were issued.

(End of Clause)

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT

(NFS 1852.216-87)(OCT 1997)(MODIFIED ARC/FEB 1998)

(a) Public vouchers for payment of costs shall include a reference to the contract number and the Contractor's Taxpayer Identification Number (TIN#). Forward vouchers in accordance with the instructions in paragraph (d) below. Except as noted in paragraph (c) below, the address in (d)(3) is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.

(b) Reporting Requirements Under Taxpayer Relief Act of 1997

(1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form 1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.

(2) In order to comply with the Act, the Contractor shall separately subtotal taxable services and nontaxable materials and supplies on each voucher. If subtotals are not specified on the vouchers, the Government will presume that the entire voucher amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the Contractor and the Internal Revenue Service.

(c) DCAA Program for Contractor Direct Submission of Interim Vouchers to NASA Paying Offices

(1) When authorized by the Defense Contract Audit Agency (DCAA), the Contractor may submit interim vouchers directly to NASA paying offices. Such authorization does not extend to the first and final vouchers. The Contractor will continue to submit first vouchers to the DCAA office identified below. Final vouchers will be submitted to the designated contracting officer with a copy to DCAA.

(2) Upon written notification to the Contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the Contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.

(3) Interim vouchers submitted under this program are considered to be provisionally approved for payment subject to final audit. In such cases, Copy 2, identified in paragraph (d)(3)(iii) below, need not be submitted.

(d) The Contractor shall prepare and distribute cost vouchers as follows:

- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.
- (2) Copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment as required below.
- (3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows and distribute to the respective addressees:

- (i) Original and three (3) copies:

Accounting Operations Branch
NASA Ames Research Center
M/S 203-18
Moffett Field, CA 94035-1000

Cost vouchers shall be submitted via the cognizant Government audit agency identified in paragraph (iii) below.

- (ii) Copy 1 -- NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center
Attn: Acquisition Branch, M/S 241-1
Moffett Field, CA 94035-1000

- (iii) Copy 2 -- Auditor

Defense Contract Audit Agency

- (iv) Copy 3 -- Contractor

- (v) Copy 4 -- Contract Administration Office (if applicable), STAMPED "INFO COPY"

- (vi) Copy 5 -- Project Management Office, STAMPED "INFO COPY"

- (vii) Copy 6 -- NASA Equipment Management Branch, M/S 255-2, STAMPED "INFO COPY"

(For Contractor-Acquired Property and/or Equipment, if applicable -- see paragraph (4) below)

- (4) As authorized by FAR 52.216-7(a), the Contractor shall also include the following in its vouchers submitted for payment of costs incurred for any Contractor-Acquired Property or Equipment that has an acquisition cost exceeding \$1,000.00;

1. Date of Purchase
2. Purchase Order Number
3. Item Description
4. Quantity
5. Purchase Price

"Equipment" is defined at NFS Clause 1852.245-70.

(e) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:

Accounting Operations Branch
NASA Ames Research Center
M/S 203-18
Moffett Field, CA 94035-1000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(f) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount will be required before payment for that amount may be made.

(End of Clause)

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE

(NFS 1852.227-72) (JUL 1997)

(a) For purpose of administration of the clause of this contract entitled "New Technology" or "Patent Rights—Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<u>Title</u>	<u>Office Code</u>	<u>Address</u>
New Technology Representative	Code DK, M/S 202A-3	Moffett Field, CA 94035-1000
Patent Representative	Code DL, M/S 202A-4	Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

G.5 TECHNICAL DIRECTION

(NFS 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) above, 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.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77)(OCT 1998)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities.

The policy and general usage of Government telephones by Contractors should be consistent with policies and general usage by NASA ARC civil servants. Any misuse or abuse by Contractor personnel of office space, work area space, and/or utilities including telephones shall be reported to the CO immediately.

- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available is listed in the Statement of Work. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the

Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Contractor use of any GFE offsite shall be consistent with policies and regulations regarding offsite use of equipment set forth for NASA ARC civil service personnel. Any and all use of GFE offsite by Contractor personnel requires prior written approval by the COTR and CO.

- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Duplicating and copying, library, general use printers.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.
- (l) Fitness center privileges for Contractor employees during normal operating hours.

(End of Clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

H.1 CLAUSES INCORPORATED BY REFERENCE

(FAR 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	AUG 1993	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II)(SEP 1989)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION

(End of Clause)

H.2 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS, EXCLUDING CONSTRUCTION

(ARC 52.204-91)(FEB 1997)

(a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.

- (b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.
- (c) (1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this task order are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.
- (2) The Government shall notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.
- (d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminating employees must check out through the Employee Badging Office.
- (e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to JP:15-1:4-4651/Foreign National Processing at least 60 days in advance of the anticipated entry date (NAC processing can take as long as 180 days to process). JP/Foreign National Processing will provide guidance as to what paperwork and type of visa are required.
- (f) Reserve Gate Procedure. In the event of a labor dispute the Government may restrict entrance and exit of the Contractor's employees and the Contractor's suppliers to a specified gate at Ames Research Center, pursuant to Chapter 4 of NASA Handbook 5200.1A, "Industrial Labor Relations Manual." The Contractor agrees to have all employees rebadged and to direct them and their suppliers to utilize only the designated gate.

(End of Clause)

H.3 LIMITATION OF FUTURE CONTRACTING

(NFS 1852.209-71)(DEC 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.
- (b) The nature of this conflict is the Contractor may be required to participate in part or fully in the requirements identification and specification, proposal evaluation support, statement of work development, benchmarking, and other activities associated with Government procurement (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements).
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias. NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
 - (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

H.4 MAXIMUM TASK ORDER VALUE

- (a) During the performance of this task order, target cost and fee for each subtask will be incorporated into the Schedule by an initial modification to derive the task order CLIN values on an additive/cumulative basis. These values will reflect the targets/actuals for all authorized work under the task order for each respective performance period. Upon completion of each subtask and after the final cost and

fee are determined, an adjustment modification will be issued to make final adjustment to the values specified in the initial modification.

- (b) Section B.2 specifies the maximum cost and fee for each performance period. These maximum cost and fee values establish the upper limits of the task order's acquisition authority for the respective performance period and will be presented in the schedule upon award of task order. Item (4) of each performance period in Section B.2 establishes the maximum values which may be reached under items (1), (2), and (3).
- (c) The maximum cost and fee for each performance period will be carried forward and added to the maximum cost and fee of the next performance period. Thus, the maximum cost and fee for the final performance period will denote the total value of the task order for all previous performance periods.
- (d) The contractor shall not exceed any of the amounts specified in Section B of the task order unless authorized by task order modification. (During the performance of this task order, cost and fee for each subtask will be incorporated into the schedule by modification.) Said cost and fee will be entered as either "Target Cost" or "Incentive Fee" in Section B.2, "Estimated Cost and Incentive Fee."

(End of Clause)

H.5 INCENTIVE FEE APPROACH

(a) Background

- (1) The A-CITS is a cost reimbursement, incentive fee, contract task order with both overall task order and subtask specific incentive fees. The overall Incentive Fee for this task order is earned as a summed amount consisting of an earned Management Incentive Fee and an earned Subtask Incentive Fee. All earned incentives fees are computed as a percentage of available incentive fees. Available incentive fees are divided into pools.

The earned Management and Subtask Fees are to be determined at the end of each performance period as set forth in Sections F.3(a)(2), F.3(b), F.3(c), F.3(d), and F.3(e).

- (2) The Management Incentive Fee provides incentives for effective task order management. For the purposes of this plan, effective task order management is divided into two subcategories:
 - (i) Small Business.

(ii) Other Management.

Incentive fees associated with the Other Management subcategory are based on the following

- (A) Cost control, as measured by the contractor's ability to control the growth of the indirect rates and to limit the number of subtasks with cost overruns;
- (B) Issue resolution;
- (C) Responsiveness to new or modified subtask requirements;
- (D) Compliance with regulations and policies; and
- (E) Timeliness of contractor reporting

- (3) The overall Subtask Incentive Fee at the task order level is the sum of the individual subtask incentive fees.

The subtask incentive fees are based on incentives to control the elements of cost, performance, and/or schedule on an individual subtask basis. They are intended to be used by the subtask requester to encourage effective and efficient subtask management.

(b) Incentive Fee.

The negotiated Maximum and Target Incentive Fee amounts for each performance period of this Task Order are identified in Section B.2. For purposes of calculating the available and earned incentive fee for each individual subtask order, the derived maximum incentive fee rate of TBD% is used in the various formulae, as stipulated in the incentive fee structure in (c).

(c) Incentive Fee Structure.

The overall Incentive Fee pool for a given period of performance (IF_{POOL}) is the total actual cost of the task order over the period of performance (TO_Costs_{PP}) multiplied by the negotiated TBD incentive fee rate (IF_Rate) as defined in (b).

$$IF_{POOL} = TO_Costs_{PP} \times IF_Rate$$

The overall Incentive Fee pool is divided into three smaller pools: Small Business, Other Management, and Subtask Fee incentive fee pools.

$$IF_{POOL} = SB_{IFPool} + OM_{IFPool} + Subtask_{IFPool}$$

where the Small Business and Other Management incentive fee pools sum to form the Management Fee incentive fee pool:

$$M_{IFPool} = SB_{IFPool} + OM_{IFPool}$$

The actual percentage splits of the three incentive fee pools are shown in the table below.

<u>Incentive Fee Pool</u>	<u>Term</u>	<u>Percentage of IF_{POOL}</u>
Small Business	SB _{IFPool}	10%
Other Management	OM _{IFPool}	10%
Subtask	Subtask _{IFPool}	80%

The Government reserves the right to change the percentages in the incentive fee table above and in the corresponding text below. Any such change will be preceded by a 30 day advanced notice to the Contractor. The Contractor will be given an opportunity to respond to any such proposed change. If the Contractor wishes to disagree with the proposed change, the disagreement shall be presented in writing to the Contracting Officer within seven (7) workdays of being notified. The merits of the Contractor's position shall be considered by the Contracting Officer. There is no appeal of the actions of the Contracting Officer related to this issue. This process is not a "dispute" subject to the Disputes Clause, FAR 52.333-1.

The metrics necessary to compute the incentive fees will be defined and captured by an automated tool, the same tool that will generate the Subtask Order. If the automated tool or features associated with specific metrics are not operational, then the contractor shall provide this data in their Monthly Task Order Summary (see Section F.6).

(1) Management Incentive Fee.

The Management Fee incentive fee pool is evenly divided between the Small Business incentive fee pool and the Other Management incentive fee pool. The actual amount earned by the Contractor will be based on the Contractor's ability to meet small business metrics and other management issues including cost control, issue resolution, responsiveness to new requirements, compliance with policy and regulations, and timeliness of reporting.

(i) Small Business Incentive Fee.

The actual Small Business incentive fee earned will be a percent of the Small Business incentive fee pool and will be based on the Contractor's ability to meet small business targets.

(A) Small Business Categories. The Small Business categories for this task order are given below.

Small Business (SB), which includes all the following categories and other small business concerns as defined in FAR 19.001:

Small Disadvantaged Business (SDB)

Women Owned Business (WOB)

Historically Underutilized Business Zone (HUBZone)

Historically Black Colleges & Universities,
Other Minority Educational Institutions (HBCU, OMEI)

Service Disabled Veterans,
Veteran Owned Small Business (SDV, VOSB)

(B) Small Business Targets. The targets for the small business categories for this task order are defined as follows:

<u>SB Category</u>	<u>SB Target</u>
SB	30.0%
SDB	17.0%
WOB	5.0%
HUBZone	2.5%
HBCU, OMEI	0.5%
SDV, VOSB	1.0%

Note that the difference between the small business target (30%) and the sum of the other five small business categories ($17 + 5 + 2.5 + 0.5 + 1$) equals 4%. This 4% can consist of small businesses that may or may not be a part of the five small business categories (SDB, WOB, HUBZone, HBCU/OMEI, and SDV/VOSB) and represents additional headroom and flexibility with which the Prime Contractor can manage their portfolio of small businesses, if it so chooses.

(C) Determination of Small Business Fee. The Small Business Fee earned will be primarily based on the ability of the Offeror to meet the small business targets. The Small Business incentive fee pool (SB_{IFPool}) for a given period of performance is set at 10% of the overall Incentive Fee pool as defined in H.5(c).

The SB_{IFPool} will be divided evenly among the six small business categories and represents the maximum amount the Offeror can earn for each small business category. The actual Small Business Fee earned ($SB_{FeeEARN}$) will be a sum of the actual small business fees earned from the six small business categories:

$$\text{SBFee}_{\text{EARN}} = \text{SB}_{\text{EARN}} + \text{SDB}_{\text{EARN}} + \text{WOB}_{\text{EARN}} + \text{HUBZone}_{\text{EARN}} + \text{HBCU,OMEI}_{\text{EARN}} + \text{SDV,VOSB}_{\text{EARN}}$$

The actual percent of task order costs as performed by small businesses on this task order over the period of performance are measured for each small business category and compared to the respective small business target. The small business fees earned for each of the small business categories are proportional to the ratio of the actual vs. target percentage, where each of the six fees are limited to values between \$0 and $\text{SB}_{\text{IFPool}} / 6$ (inclusive).

SB_{EARN}	$= \text{SB}_{\text{IFPool}} / 6 \times \text{SB}_{\text{ACTL}}\%$	/	30%
SDB_{EARN}	$= \text{SB}_{\text{IFPool}} / 6 \times \text{SDB}_{\text{ACTL}}\%$	/	17%
WOB_{EARN}	$= \text{SB}_{\text{IFPool}} / 6 \times \text{WOB}_{\text{ACTL}}\%$	/	5%
$\text{HUBZone}_{\text{EARN}}$	$= \text{SB}_{\text{IFPool}} / 6 \times \text{HUBZone}_{\text{ACTL}}\%$	/	2.5%
$\text{HBCU,OMEI}_{\text{EARN}}$	$= \text{SB}_{\text{IFPool}} / 6 \times \text{HBCU,OMEI}_{\text{ACTL}}\%$	/	0.5%
$\text{SDV,VOSB}_{\text{EARN}}$	$= \text{SB}_{\text{IFPool}} / 6 \times \text{SDV,VOSB}_{\text{ACTL}}\%$	/	1%

where

$\text{SB}_{\text{ACTL}}\%$ is the actual percent of task order costs as performed by small business compared to the total task order costs

$\text{SDB}_{\text{ACTL}}\%$ is the actual percent of task order costs as performed by SDBs compared to the total task order costs

$\text{WOB}_{\text{ACTL}}\%$ is the actual percent of task order costs as performed by WOBs compared to the total task order costs

$\text{HUBZone}_{\text{ACTL}}\%$ is the actual percent of task order costs as performed by HUBZones compared to the total task order costs

$\text{HBCU,OMEI}_{\text{ACTL}}\%$ is the actual percent of task order costs as performed by HBCU,OMEIs compared to the total task order costs

$\text{SDV,VOSB}_{\text{ACTL}}\%$ is the actual percent of task order costs as performed by SDB,VOSBs compared to the total task order costs

- (D) Performance Adjustment for Small Businesses. The performance of small businesses under this task order can affect the small business fees earned. If, for a particular small business category, the performance of the small business or businesses exceeds or falls short of the performance target,

then the small business fee in that category is increased or reduced proportionally.

Performance in this case is measured as the percent of subtask fee earned as a % of total available subtask fees for small business(es) for each small business category. For a subtask fee to be included in this calculation, the small business(es) in question must have at least 90% of the work assignments in that subtask, measured by dollar amount. The following formula defines how the small business fee can be affected by performance of the small business or businesses:

$$SB\beta_{EARN_REV} = SB\beta_{EARN} \times (100\% - ((80\% - sf\beta\%) / 2))$$

where β represents any of the six small business categories

80% represents the performance target

$$sf\beta\% = 100\% \times sf\beta_{EARN} / sf\beta_{AVLB}$$

$sf\beta_{EARN}$ is defined as the total subtask fees earned by small business(es) in the β category.

$sf\beta_{AVLB}$ is defined as the total subtask fees available to small business(es) in the β category.

$SB\beta_{EARN_REV}$ is limited to values between 0\$ and $SB_{IFPool} / 6$ (inclusive).

$SB\beta_{EARN}$ is defined in the previous section

$SB\beta_{EARN_REV}$ is defined as the revised small business fee earned in the β category.

(ii) Other Management Incentive Fee.

The Other Management incentive fee pool (OM_{IFPool}) is set at 10% of the overall Incentive Fee pool as defined in H.5(c). The Other Management Fee earned will be based on the Contractor's ability to meet the following management issues with the corresponding percentage breakout of the available Other Management incentive fee pool also shown:

<u>Other Management (OM) Issues</u>	<u>Percentage of OM_{IFPool}</u>
Cost Control	60%
Issue Resolution	15%
Responsiveness to New Requirements	10%
Compliance with Regulations & Policy	10%
On-Time Reporting	5%

The Government reserves the right to change the percentages in the Other Management Issues table above and in the corresponding text below. Any such change will be preceded by a 30 day advanced notice to the Contractor. The Contractor will be given an opportunity to respond to any such proposed change. If the Contractor wishes to disagree with the proposed change, the disagreement shall be presented in writing to the Contracting Officer within seven (7) workdays of being notified. The merits of the Contractor's position shall be considered by the Contracting Officer. There is no appeal of the actions of the Contracting Officer related to this issue. This process is not a "dispute" subject to the Disputes Clause, FAR 52.333-1.

(A) Cost Control. The available cost control fee is 60% of the Other Management incentive fee pool. The Contractor's effectiveness at controlling cost will be determined by two factors. The first factor is the difference between the actual indirect rate (IR_{ACTUAL}) and the target indirect rate (IR_{TARGET}). The second factor is the difference between the actual number of subtasks that have cost overruns (OR_{ACTUAL}) as a percentage of total number of subtasks during the period of performance compared to the target (OR_{TARGET}). Note that controlling indirect costs represents 80% of the cost control management fee while the second factor, limiting the number of overrun subtasks, represents the other 20%. These percentages are shown preceding the expressions in the square brackets in the formulas.

Terms (defined over the period of performance):

CC_{AVLB} is the available cost control incentive fee

CC_{EARN} is the cost control incentive fee that is actually earned

f_{CC} is the cost control fee factor, which is the percentage of available cost control fee that is actually earned

$IRate_{ACTUAL}$ is the actual indirect rate as a % of total contract costs

$IRate_{TARGET}$ is the target indirect rate and is based on the Offeror's proposal

$ORun_{ACTUAL}$ is the number of subtasks with cost overruns as a % of the total number of subtasks

$ORun_{TARGET}$ is the target number of subtasks with cost overruns as a percent of the total and is set at a value of 4.

Formulas

$$CC_{AVLB} = 60\% \times OM_{IFPool}$$

$$f_{CC} = 80\% \times [80 - (IRate_{ACTUAL} - IRate_{TARGET}) \times 40] \\ + 20\% \times [80 - (ORun_{ACTUAL} - 4) \times 5]$$

$$CC_{EARN} = f_{CC} \times CC_{AVLB}$$

where the expressions in the square brackets are limited to values between 0 and 100, inclusive.

Note then when entering the value for the term $IRate_{ACTUAL}$ do not enter it as a percent. For example, if $IRate_{ACTUAL} = 5\%$, enter 5 as the value into the equation, not .05 or 5%.

$IRate_{TARGET}$ will be similarly entered into the equation, once the value is known.

- (B) Issue Resolution. Issue Resolution is 15% of the Other Management incentive fee pool. Issue resolution metrics are based on the Contractor's ability to limit the percentage of subtasks with long term, significant issues. Issues refer to formal subtask issues as identified in the reporting process as specified in Section F.6 and concurred by the COTR.

Terms (defined over the period of performance):

IR_{AVLB} is the available issue resolution incentive fee

IR_{EARN} is the issue resolution incentive fee actually earned

f_{IR} is the issue resolution fee factor, which is the percentage of available issue resolution fee that is actually earned

$ISS\%_{ACTUAL}$ is the number of subtasks with an issue or issues lasting more than 3 months as a percent of the total number of subtasks. Note that similar to the term $IRate_{ACTUAL}$ from the previous section, the value for this variable should be entered without the percent. For example, in the f_{IR} equation below, if the value for this term is 3%, enter the number 3 into the equation so that the difference in the parenthetical expression equals 1.

$ISS\%_{TARGET}$ is the target number of subtasks with persistent issues as a percent of the total number of subtasks and is set at 2.

Formulas

$$IR_{AVLB} = 15\% \times OM_{IFPool}$$

$$f_{IR} = [80\% - (ISS\%_{ACTUAL} - 2) \times 10\%]$$

$$IR_{EARN} = f_{IR} \times IR_{AVLB}$$

where the expression in the square brackets is limited to values between 0% and 100%, inclusive

- (C) Responsiveness to New Requirements. Responsiveness to New Requirements is 10% of the Other Management incentive fee pool. Responsiveness to new requirements metrics are based on the Contractor's ability to meet the agreed to start date for a new subtask.

Terms (defined over the period of performance):

RNR_{AVLB} is the available responsiveness incentive fee

RNR_{EARN} is the responsiveness incentive fee actually earned

f_{RNR} is the responsiveness fee factor, which is the percentage of available responsiveness fee that is actually earned

$start_date_{REQ}$ is the required start date as defined in the STO

$start_date_{ACTUAL}$ is the actual start date as determined by criteria specified in the STO

$days_late$ is the difference in work days between $start_date_{REQ}$ and $start_date_{ACTUAL}$, for cases where $start_date_{ACTUAL}$ chronologically follows $start_date_{REQ}$. For all other cases, $days_late$ is set to zero.

$ADayL_{ACTUAL}$ is the actual average number of $days_late$ for all new subtasks

$ADayL_{TARGET}$ is the target average $days_late$ and is set at 5.

Formulas

$$RNR_{AVLB} = 10\% \times OM_{IFPool}$$

$$f_{RNR} = [80\% - (ADayL_{ACTUAL} - 5) \times 5\%]$$

$$RNR_{EARN} = f_{RNR} \times RNR_{AVLB}$$

where the expression in the square brackets is limited to values between 0% and 100%, inclusive

- (D) Compliance With Regulations & Policy. Compliance is 10% of the Other Management incentive fee pool. Contract compliance metrics are based on how well the Contractor follows the terms and conditions of the task order as well as the Contractor's own published directives. The contract compliance portion of Management Fee is designed to provide disincentives for non-compliance with specific contract requirements. In particular, the contract compliance portion addresses serious incidents of non-compliance and pattern of non-compliance. A pattern of non-compliance is demonstrated by the occurrences of three or

more official reports of incidents of non-compliance. A serious incident is characterized by an official report of non-compliance along with the determination by the CO that harm or potential harm to safety, health, security, or significant property damage occurred or could have reasonably occurred as a result of non-compliance and/or misconduct.

The Contracting Officer will notify the Contractor in writing when any incident of non-compliance or pattern of non-compliance has been identified. The Contractor will be given an opportunity to respond to any compliance issue documented by the Contracting Officer. If the Contractor wishes to disagree with the compliance incident identified, the disagreement shall be presented in writing to the Contracting Officer within seven (7) workdays of being notified. The merits of the Contractor's position shall be considered by the Contracting Officer. There is no appeal of the actions of the Contracting Officer related to these non-compliance issues. This process is not a "dispute" subject to the Disputes Clause, FAR 52.333-1. A record of all compliance issues will be maintained for use during the annual Management Fee determination.

Terms (defined over the period of performance):

CRP_{AVLB} is the available compliance incentive fee

CRP_{EARN} is the compliance incentive fee actually earned

f_{CRP} is the compliance fee factor, which is the percentage of compliance fee that is actually earned

Inf_{ACTUAL} is the actual number of infractions

Inf_{TARGET} is the target number of infractions and is set at 2

Infs are defined as a pattern of noncompliance or a serious incident as defined above. Examples of behavior that may result in an infraction include:

- noncompliance of any contract clause
- reporting discrepancies on 533 forms
- employee misconduct
- time card discrepancy
- misuse of Government resources

Formulas

$$CRP_{AVLB} = 10\% \times OM_{IFFool}$$

$$f_{CRP} = [80\% - (Inf_{ACTUAL} - 2) \times 20\%]$$

$$CRP_{EARN} = f_{CRP} \times CRP_{AVLB}$$

where the expression in the square brackets is limited to values between 0% and 100%, inclusive

- (E) On-Time Reporting. On-time reporting is 5% of the Other Management incentive fee pool and is based on the ability of the Contractor to meet reporting schedules and deadlines at the task order level as defined in Sections F.4 and F.6. Required reports are divided into two types (see Section F.6): type I reports and type II reports.

Terms (defined over the period of performance):

OTR_{AVLB} is the available on-time reporting incentive fee

OTR_{EARN} is the on-time reporting incentive fee actually earned

f_{OTR} is the on-time reporting fee factor, which is the percentage of available on-time reporting fee that is actually earned

$Rep_{TIL}\%_{ACTUAL}$ is the actual number of type I reports that are late as a % of total type I reports. Note that the values for this term and the three terms that follow should not be entered as percents. See the Cost Control and Issue Resolution sections for further explanation.

$Rep_{TIL}\%_{TARGET}$ is the target number of type I reports that are late as a % of total type I reports and is set at a value of 1.

$Rep_{TII}\%_{ACTUAL}$ is the actual number of type II reports that are late as a % of total type II reports

$Rep_{TII}\%_{TARGET}$ is the target number of type II reports that are late as a % of total type II reports and is set at a value of 4.

Formulas

$$OTR_{AVLB} = 5\% \times OM_{IFPool}$$

$$f_{OTR} = 80\% \times [80 - (Rep_{TIL}\%_{ACTUAL} - 1) \times 20] \\ + 20\% \times [80 - (Rep_{TII}\%_{ACTUAL} - 4) \times 5]$$

$$OTR_{EARN} = f_{OTR} \times OTR_{AVLB}$$

where the expressions in the square brackets are limited to values between 0 and 100, inclusive

(2) Subtask Incentive Fees.

The Subtask Fee incentive fee pool ($Subtask_{IFPool}$) is set at 80% of the overall Incentive Fee pool as defined in H.5(c).

The available Subtask Fee is also the sum of the available fees (sf_{AVLB}) for the individual subtasks. For n subtasks, the available Subtask Fee is defined as follows:

$$\text{Subtask}_{IFPool} = sf_{1_AVLB} + sf_{2_AVLB} + \dots + sf_{n_AVLB}$$

The actual Subtask Fee earned (SF_{EARN}) is determined on a per subtask basis. It will depend on the Contractor's ability to meet metrics pertaining to cost, performance, and/or schedule for each deliverable as specified in the corresponding subtask order. The earned Subtask Fee is therefore a sum of all of the individual subtask fees earned. For n subtasks, the SF_{EARN} formula is therefore:

$$SF_{EARN} = sf_{1_EARN} + sf_{2_EARN} + \dots + sf_{n_EARN}$$

Earned subtask fees will be computed as a percentage of available subtask fees. The available and earned subtask fees, acceptance criteria, metrics, evaluation, and fee determination are discussed in the remainder of this subsection.

(i) Available Subtask Incentive Fees.

The incentive fee available for a given subtask is 80% of the total cost of subtask over the period of performance multiplied by the negotiated incentive fee rate as defined in (b). For a particular subtask, i , the available subtask fee formula is:

$$sf_{i_AVLB} = 80\% \times \text{subtask}_i_Cost_{PP} \times IF_Rate$$

where $\text{subtask}_i_Cost_{PP}$ is defined as the total cost of subtask i for the period of performance.

The available subtask fees are first divided by subtask deliverables and then further divided by cost, performance, and/or schedule formulas. The remainder of this subsection describes the available deliverable fees and the corresponding cost, performance, and schedule factors.

In each subtask order (STO), deliverables for the subtask are defined. Deliverables consist of products to be delivered or services to be provided. Deliverables are measured by cost, performance, and/or schedule. The available subtask fee is divided by percentage across all of the deliverables within that subtask. Therefore, the available subtask fee (sf_{AVLB}) is the sum of the available deliverable fees

(dlv_fee_{AVLB}) for that subtask. For a specific subtask i that has m deliverables, the subtask fee available formula is

$$sf_i_{AVLB} = dlv_{1_fee_i_{AVLB}} + dlv_{2_fee_i_{AVLB}} + \dots + dlv_{m_fee_i_{AVLB}}$$

The available fee for each deliverable is further divided by cost, performance, and/or schedule factors.

$$dlv_fee_{AVLB} = dlv_fee_{AVLB} \times (f_{C_AVLB} + f_{P_AVLB} + f_{S_AVLB})$$

where

f_{C_AVLB} is the cost factor defined in the STO for the given deliverable and is limited to values between 0% and 100%, inclusive

f_{P_AVLB} is the performance factor defined in the STO for the given deliverable and is limited to values between 0% and 100%, inclusive

f_{S_AVLB} is the schedule factor defined in the STO for the given deliverable and is limited to values between 0% and 100%, inclusive

Note that the sum of the available cost, performance, and schedule factors (f_{C_AVLB} , f_{P_AVLB} , and f_{S_AVLB}) must equal 100%

For a given subtask i and a given deliverable j , the formula for the available deliverable fee is as follows:

$$dlv_{j_fee_i_{AVLB}} = dlv_{j_fee_i_{AVLB}} \times (f_{i_j_C_AVLB} + f_{i_j_P_AVLB} + f_{i_j_S_AVLB})$$

Note that whenever available fees are divided, the parts must be non-negative numbers and, when added together, must equal the whole.

(ii) Earned Subtask Incentive Fees.

The individual subtask fees are earned by the contractor based on formulas consisting of cost, performance, and/or schedule metrics for each deliverable for the given subtask. For a given subtask i that consists of m deliverables, the subtask fee earned is given by the following equation:

$$sf_i_{EARN} = dlv_{1_fee_i_{EARN}} + dlv_{2_fee_i_{EARN}} + \dots + dlv_{m_fee_i_{EARN}}$$

The deliverable fee earned (dlv_fee_{EARN}) by the contractor is a sum of the earned cost, performance, and schedule factors multiplied by the available deliverable fee.

$$dlv_fee_{EARN} = dlv_fee_{AVLB} \times (f_{C_AVLB} \times f_{C_EARN} + f_{P_AVLB} \times f_{P_EARN})$$

$$+ f_{S_AVLB} \times f_{S_EARN})$$

For a given subtask i and deliverable j , the deliverable fee earned is given by the following equation:

$$\begin{aligned} \text{div_fee}_{i_EARN} = & \text{div_fee}_{i_AVLB} \times (f_{i_j_C_AVLB} \times f_{i_j_C_EARN} \\ & + f_{i_j_P_AVLB} \times f_{i_j_P_EARN} + f_{i_j_S_AVLB} \times f_{i_j_S_EARN}) \end{aligned}$$

where

f_{C_EARN} is the earned cost factor for the given subtask and deliverable as defined by the formula below

f_{P_EARN} is the earned performance factor for the given subtask and deliverable as defined by the formula below

f_{S_EARN} is the earned schedule factor for the given subtask and deliverable as defined by the formula below

Earned cost (f_C), performance (f_P), and schedule (f_S) factors are based on corresponding metrics and the following basic formula:

$$f_{*_EARN} = *target\% - (*metric_{actual} - *metric_{target}) \times weightF_*$$

where

* represents cost (C), performance (P), or schedule (S)

$*target\%$ is defined as the % of the * factor the Contractor receives when the $*metric_{actual}$ equals the $*metric_{target}$.

$*metric_{actual}$ is defined as the actual value of what is being measured

$*metric_{target}$ is defined as the desired or expected value of what is being measured

$weightF_*$ is the weighting factor term, which is the penalty or reward for falling short of or for exceeding the target metric.

Note that the sign of the weighting factor term is '+' when $*metric_{actual}$ greater than $*metric_{target}$ is desired and '-' otherwise.

Also note that f_{*_EARN} is limited values between 0% and 100%, inclusive.

Therefore, for each deliverable, the cost, performance, and schedule factor formulas are:

$$\begin{aligned} f_{C_EARN} &= C_target\% - (C_metric_{actual} - C_metric_{target}) \times weightF_C \\ f_{P_EARN} &= P_target\% - (P_metric_{actual} - P_metric_{target}) \times weightF_P \end{aligned}$$

$$f_{S_EARN} = S_target\% - (S_metric_{actual} - S_metric_{target}) \times weightF_S$$

For the case where there are k multiple cost, performance, and schedule factor formulas for a single deliverable, the formulas are:

$$\begin{aligned} f_{*1_EARN} &= *1target\% - (*1metric_{actual} - *1metric_{target}) \times weightF_{*1} \\ f_{*2_EARN} &= *2target\% - (*2metric_{actual} - *2metric_{target}) \times weightF_{*2} \\ &\vdots \qquad \qquad \qquad \vdots \qquad \qquad \qquad \vdots \qquad \qquad \qquad \vdots \\ f_{*k_EARN} &= *ktarget\% - (*kmetric_{actual} - *kmetric_{target}) \times weightF_{*k} \end{aligned}$$

where $f_{*1_EARN} + f_{*2_EARN} + \dots + f_{*k_EARN} = 100\%$ and each term in the summation is limited to values between 0% and 100%, inclusive.

(iii) Subtask Incentive Fee Example.

An example is provided in Attachment 13 (see Section J.1(b)).

(iv) Acceptance Criteria.

Often, one or more of the elements of cost, performance or schedule may be of critical importance to a particular deliverable in a subtask. The element or elements may be of such importance that if the applicable minimum requirements are not met, the deliverable will be considered a failure. The Government will identify these minimum requirements as acceptance criteria. Unless all minimum requirements (acceptance criteria) are met, no fee shall be paid for the applicable deliverable within that subtask. In general, acceptance criteria are different from the target metrics. However, in special cases, the two can be the same.

(v) Metrics.

Cost, performance, and/or schedule metrics shall be developed on a per deliverable basis within each subtask.

(vi) Evaluation.

Whenever a product has been delivered or a service provided, the corresponding cost, performance, and/or schedule metrics shall be captured and entered into a fee calculation tool. Responsibility for capturing and entering metric information shall be assigned in the STO. All data entered into the tool will be subject to the verification

and approval by the subtask requester or any other governmental official so designated and authorized by the CO.

(vii) Fee Determination.

The subtask fee earned will be calculated monthly and determined within ten (10) workdays after the conclusion of the subtask at hand. Subtasks will not extend beyond the effective task order period.

(d) Equitable Adjustment.

The Government reserves the right to make an equitable adjustment to the Management Fee findings of each performance period based on DCAA-determined final rates if the final rate varies more than one (1) percentage point from the provisional rate used.

(e) Payment.

Cost incurred will be invoiced on a monthly basis pursuant to clause G.2, 1852.216-87 Submission of Vouchers for Payment.

A task order modification will be issued quarterly to incorporate into the task order amounts such as fee earned, subtask costs, accumulated costs, accumulated fee, current task order value, and remove unearned incentive fee from completed subtasks and the task order. The amounts accrued will be reflected in Section B.2 "Estimated Costs and Incentive Fee" of the schedule. Fee payment will be made to the Contractor by the Ames Cost, Financial Analysis, and Payments Branch based on the quarterly modification noted above, fee invoicing will not be required. Provisional fee will not be allowed.

(f) Subtask Termination.

Once subtask performance has commenced, no fee will be paid in the event of subtask termination for default. Fee in proportion to the percentage of subtask completed will be allowed for tasks terminated for convenience. Pursuant to the Limitation of Funds clause termination costs are subject to the limitation of funds amounts in the task order. If a subtask is terminated, the maximum amount NASA will pay including termination costs is the funds obligated for the subtask. Therefore, contractor cost projections should include allowable portions of current liabilities and estimates for anticipated future liabilities.

(End of Clause)

H.6 EMERGENCY PREPAREDNESS AND RESPONSE

(ARC52.223-90)(MAR 1999)

In the event of an emergency that requires a Level 1, 2, or 3 response, as defined in Paragraph 106, "Levels of Response," in the Ames Handbook and Emergency Preparedness Plan (AHB 1600.4), the Contractor shall follow the emergency procedures (e.g., shut down equipment, conduct damage assessments, etc.) shown in Paragraph 202, "Responsibilities," of the Handbook. Responsibilities are assigned on an organizational basis; therefore, Contractors must refer to the section(s) of the Handbook that correlate with their respective COTR organization(s).

(End of Clause)

H.7 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION

(ARC52.223-91)(MAR 1999)

Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the Contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

DART Definition

This 90-person team is comprised of civil service, Contractor, and military personnel that work at Ames Research Center and Moffett Federal Airfield. The team composition includes scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialist, industrial hygienist, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has six functional groups. The groups are Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, and Emergency Operations Center Administrative Support. The Emergency Services Office is responsible for the Moffett Field Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages Contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(End of Clause)

H.8 MANAGEMENT AND PROTECTION OF DATA

(ARC 52.227-93)(JUL 1988)

(a) In the performance of this task order it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this task order, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this task order;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the task order or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of Clause)

H.9 HANDLING OF DATA
(ARC 52.227-96)(JUN 1989)

(a) FAR 52.227-14 Rights in Data - General (JUN 1988) and Transportation Acquisition Regulation 1252.242-72 Dissemination of Contract Information (OCT 1994) permit the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the task order provided such restriction is expressly set forth in the task order. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

- (1) In the performance of this task order, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.
- (2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this task order or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this task order, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for task order performance.
- (3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this task order may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this task order may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no

way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this task order.

(End of Clause)

H.10 SEVERANCE PAY

(ARC 52.231-90)(MAY 1993)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per employee up to a maximum of 80 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on-site at Ames Research Center. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment in place with the succeeding Contractor within ninety (90) days after completion of the current task order.

(End of Clause)

H.11 KEY PERSONNEL AND FACILITIES

(NFS 1852.235-71)(MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Key Contractor Personnel & Facilities

Name of Key Personnel

Job Title / Position

1. TBD

Name of Key Facility

Physical Location

1. TBD

(End Of Clause)

H.12 GOVERNMENT PROPERTY ACCOUNTABILITY

(ARC 52.245-96)(FEB 1992)

Section G Clause 1852.245-73, "Financial Reporting of Government-Owned / Contractor-Held Property," is applicable and limited to the off-site property of the contract.

(End of Clause)

H.13 GOVERNMENT PROPERTY REPLACEMENT

Pursuant to FAR 45.302-1 and in accordance with NASA initiatives to reduce acquisition, maintenance, inventory, and surveillance costs associated with Installation-Accountable Government Property (IAGP), the Government will provide IAGP (see Appendix A: Statement of Work) only in limited circumstances under this task order. IAGP will be provided only when it is in the Government's best interest and only if available. This determination will be made on a task by task basis. It is expected that the Contractor will furnish all equipment necessary to perform the task order on most tasks.

Should IAGP become unusable during the performance of this task order, the Contractor shall verify the non-availability of replacement IAGP by processing DD Form 1419 through the Industrial Property Office for approval by the Contracting Officer (CO). Upon approval of the DD Form 1419 by the CO, the Contractor shall acquire the necessary equipment as either Contractor property or "Task Unique" property, as described below.

The Contractor shall retain title to all equipment acquired against this task order (other than "Task Unique") and shall expense the equipment in accordance with the Contractor's approved accounting system. In special circumstances, and if designated "Task Unique," the Government shall retain title to IAGP and, in this case, the IAGP will be charged direct to the task for which it was acquired as an Other Direct Cost. The Government reserves the right, at any time, to identify as "Task Unique" equipment originally acquired by the Contractor as other than Task Unique.

(End of Clause)

H.14 INDIRECT RATE INFORMATION

In accordance with Information Technology Procurement (ITOP) II contract Section H, Paragraph H.30, Limitation of Indirect Costs, the contractor is limited with respect to indirect rates including direct labor overhead and general and administrative expenses. The contractor shall not exceed those ceilings, which will be specified in the table below at the time of award.

<u>CLIN</u>	<u>Direct Labor Overhead</u>	<u>General and Administrative Expense</u>	<u>Fringe</u> (if applicable)
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NOTE: In the columns with no headings, the prime contractor shall include any additional indirect rates listed in the ITOP II contract, Section H, Paragraph H.30, Limitation of Indirect Costs. Insert additional columns if necessary.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	OCT 1995	Definitions
52.203-3	APR 1984	Gratuities
52.203-5	APR 1984	Covenant Against Contingent Fees
52.203-6	OCT 1995	Restrictions on Subcontractor Sales to the Government
52.203-7	JUL 1995	Anti-Kickback Procedures
52.203-10	SEP 1990	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	JAN 1990	Limitation on Payments to Influence Certain Federal Transactions
52.204-2	APR 1984	Security Requirements
52.204-4	MAY 1995	Printing/Copying Doubled-Sided on Recycled Paper
52.209-6	JUL 1995	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.111-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENT
52.215-2	OCT 1995	Audit And Records--Negotiation
52.215-13		
52.215-33	JAN 1986	Order of Precedence
52.215-40	FEB 1995	Notification of Ownership Changes
52.215-43	OCT 1995	Audit--Commercial Items
52.216-10	MAR 1997	INCENTIVE FEE (insert TBD in paragraph (e))

52.216-7	JUL 1991	Allowable Cost and Payment
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (Insert “10 days”)
52-217-9	NOV 1999	OPTION TO EXTEND THE TERM OF THE CONTRACT (In paragraph (a), insert “30 days” and “30 days”; and in paragraph (c), insert “5 years”)
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 1999	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)(JAN 1999)
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATION
52.222-1	APR 1999	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT OF OVERTIME PREMIUMS (Insert “\$TBD” in paragraph (a))
52.222-3	APR 1984	Convict Labor
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 1984	Equal Opportunity
52.222-28	APR 1984	Equal Opportunity Preaward Clearance of Subcontracts
52.222-35	APR 1984	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	APR 1984	Affirmative Action for Handicapped Workers
52.222-37	JAN 1988	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
52.223-2	APR 1984	Clean Air and Water
52.223-6	JUL 1990	Drug-Free Workplace
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	OCT 1995	Toxic Chemical Releasing Reporting
52.225-11	MAY 1992	Restrictions on Certain Foreign Purchases
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I) (APR 1984)
52.227-2	APR 1984	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	APR 1984	PATENT INDEMNITY (Insert “NONE” in paragraph (c))
52.227-11	JUN 1997	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM))
52.227-14	JUN 1987	RIGHTS IN DATA – GENERAL (ALTERNATE I) (JUN 1987)

		(ALTERNATE II)(JUN 1987) (AS MODIFIED BY NFS1852.227-14, RIGHTS IN DATA – GENERAL)
52.227-16	JUN 1987	Additional Data Requirements
52.227-17	JUN 1987	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) (Insert "... on pages , ...proposal dated upon which...")
52.228-7	APR 1984	Insurance--Liability to Third Persons
52.230-2	AUG 1992	Cost Accounting Standards
52.230-3	NOV 1993	Disclosure and Consistency of Cost Accounting Practices
52.230-4	AUG 1992	Consistency in Cost Accounting Practices
52.230-5	FEB 1995	Administration of Cost Accounting Standards
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-8	APR 1989	Discounts for Prompt Payment
52.232-17	JAN 1991	Interest
52.232-20	APR 1984	Limitation of Cost
52.232-22	APR 1984	Limitation of Funds
52.232-23	JAN 1986	Assignment of Claims
52.232-25	MAR 1994	Prompt Payment
52.232-33	MAY 1999	Payment by Electronic Funds Transfer-Central Contractor Registration
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (Insert "no later than 15 days prior to submission of the first request for payment" in paragraph (b)(1))
52.233-1	OCT 1995	Disputes
52.233-3	OCT 1995	Protest After Award, Alternate I (JUN 1985)
52.237-2	APR 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	JAN 1991	Continuity of Services
52.242-1	APR 1984	Notice of Intent To Disallow Costs
52.242-13	JUL 1995	Bankruptcy
52.243-2	AUG 1987	Changes--Cost-Reimbursement, Alternate I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I)(AUG 1998) (Insert "TBD" in paragraphs (e) and (k))
52.244-5	APR 1984	Competition in Subcontracting
52.245-1	APR 1984	Property Records

52.245-5	JAN 1986	Government Property (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
52.247-67	FEB 1995	Submission of Commercial Transportation Bills to the General Services Administration for Audit
52.249-6	MAY 1986	Termination (Cost-Reimbursement)
52.249-14	APR 1984	Excusable Delays
52.251-1	APR 1984	Government Supply Sources
52.251-2	JAN 1991	Interagency Fleet Management System (IFMS) Vehicles and Related Services

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	Display of Inspector General Hotline Posters
1852.208-81	AUG 1993	Restrictions on Printing and Duplicating
1852.215-84	OCT 1996	OMBUDSMAN (Insert "Tom Moyles, at (650) 604-5073")
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACT REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-79	MAR 1999	MENTOR REQUIREMENTS AND EVALUATION
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	JUL 2000	Major Breach of Safety or Security
1852.225-70	FEB 2000	Export Licenses
1852.227-14	JUN 1987	Rights In Data—General
1852.227-19	JUN 1987	Commercial Computer Software--Restricted Rights
1852.227-70	JUL 1995	New Technology
1852.227-86	DEC 1987	Commercial Computer Software--Licensing
1852.228-75	OCT 1998	MINIMUM INSURANCE COVERAGE
1852.235-70	JUN 1998	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.242-78	APR 2001	Emergency Medical services and Evacuation ()
1852.243-71	MAR 1997	SHARED SAVINGS
1852.245-70	JUL 1997	Contractor Requests for Government-Owned Equipment
1852.245-73	SEP 1996	Financial Reporting of NASA Property in the Custody of Contractors

(End of Clause)

I.2 APPROVAL OF CONTRACT

(52.204-1)(DEC 1989)

This contract is subject to the written approval of the Procurement Officer at Ames Research Center and shall not be binding until so approved.

(End of Clause)

I.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

(FAR 52.222-42)(MAY 1989)(MODIFIED ARC FEB 1997)

(a) In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY;
IT IS NOT A WAGE DETERMINATION

<u>EMPLOYEE CLASS</u>	<u>MONETARY WAGE</u>	<u>FRINGE BENEFITS</u>
Senior Research Scientist	40.51	10.53
Research Scientist/Engineer	29.14	7.58
Junior Research Scientist/Engineer	20.45	5.32
Student Scientist/Engineer	11.15	2.90
Senior Systems Analyst	24.51	6.37
Systems Analyst	16.90	4.39
Hardware/Software Specialist	20.45	5.32
Communications Network Specialist	20.45	5.32
Data Base Analyst	20.45	5.32
Systems Administrator	20.45	5.32
Senior Computer Operator	16.90	4.39
Computer Operator II	11.15	2.90
Computer Operator I	9.97	2.59
Technical Writer/Editor	20.45	5.32
Administrative Manager/Program Manager	29.14	7.58
Administrative Manager/Project Manager	24.51	6.37
Administrative Specialist	16.90	4.39
Training Specialist	16.90	4.39

(b) Costs to the Government for employee fringe benefits for the class of service employees described above are estimated at an average of 26% of salary for all permanent employees as follows.

<u>Fringe Benefits</u>	<u>Percent of Salary</u>
Federal Employees Retirement System (FERS)*	11.5
Thrift Saving Plan (TSP)	3.4
Social Security (FICA)	6.2
Medicare	1.5
Employee Life Insurance (FELI)	0.1
<u>Employee Health Insurance (FEHB)</u>	<u>3.3</u>
Combined Fringe Benefits	26.0

*Cost to the government for Civil Service Retirement System (CSRS) retirement employees is 7%. There are no TSP or FICA costs included in CSRS benefits. Total cost for CSRS employees is 14.1%.

The paid holidays provided by law to Federal employees are:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

(c) The amount of vacation or paid leave provided by law that would be given to Federal Employees is as follows:

- (1) Two hours of annual leave each week for an employee with less than three years of service.
- (2) Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
- (3) Four hours of annual leave each week for an employee with fifteen or more years of service.

(End of Clause)

I.4 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

(ARC JUL 2000)(As Modified DEC 2000)

(a) The Contractor shall comply with the security requirements outlined in NASA Policy Directive (NPD) 2810.1, Security of Information Technology, and NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology. These policies

apply to all IT systems and networks under NASA's purview operated by or on behalf of the Federal Government, regardless of location.

- (b)
 - (1) The Contractor shall ensure compliance by its employees with Federal directives and guidelines that deal with IT Security including, but not limited to, OMB Circular A-130, Management of Federal Information Resources, OMB Circular A-130 Appendix III, Security of Federal Automated Information Resources, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and all applicable Federal Information Processing Standards (FIPS).
 - (2) All Federally owned information is considered sensitive to some degree and must be appropriately protected by the Contractor as specified in applicable IT Security Plans. Types of sensitive information that may be found on NASA systems that the Contractor may have access to include, but are not limited to --
 - (i) Privacy Act information (5 U.S.C. 552a et seq.);
 - (ii) Export Controlled Data, (e.g. Resources protected by the International Traffic in Arms Regulations (22 CFR Parts 120-130)).
 - (3) The Contractor shall ensure that all systems connected to a NASA network or operated by the Contractor for NASA conform with NASA and Center security policies and procedures.
- (c)
 - (1) The Contractor's screening of Contractor personnel will be conducted in accordance with NPG 2810.1, Section 4.5 for personnel requiring unescorted or unsupervised physical or electronic access to NASA systems, programs, and data.
 - (2) The Contractor shall ensure that all such employees have at least a National Agency Check investigation. The Contractor shall submit a personnel security questionnaire (NASA Form 531), Name Check Request for National Agency Check (NAC) investigation, and Standard Form 85P, Questionnaire for Public Trust Positions (for specified sensitive positions), and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) to the Center Chief of Security for each Contractor employee requiring screening. The required forms may be obtained from the Center Chief of Security. In the event that the NAC is not satisfactory, access shall not be granted. At the option of the Government, background screenings may not be required for employees with recent or current Federal Government investigative clearances.
 - (3) The Contractor shall have an employee checkout process that ensures --
 - (i) Return of badges, keys, electronic access devices and NASA equipment;
 - (ii) Notification to NASA of planned employee terminations at least three days in advance of the employee's departure. In the case of termination for cause, NASA shall be notified immediately. All NASA accounts and/or network access granted terminated employees shall be disabled immediately upon the employee's separation from the Contractor; and

- (iii) That the terminated employee has no continuing access to systems under the operation of the Contractor for NASA. Any access must be disabled the day the employee separates from the Contractor.
- (4) Granting a non-permanent resident alien (foreign national) access to NASA IT resources requires special authorization. The Contractor shall obtain authorization from the Center Chief of Security prior to granting a non-permanent resident alien access to NASA IT systems and networks.
- (d)
 - (1) The Contractor shall ensure that its employees with access to NASA information resources receive annual IT security awareness and training in NASA IT Security policies, procedures, computer ethics, and best practices.
 - (2) The Contractor shall employ an effective method for communicating to all its employees and assessing that they understand any Information Technology Security policies and guidance provided by the Center Information Technology Security Manager (CITSM) and/or Center CIO Representative as part of the new employee briefing process. The Contractor shall ensure that all employees represent that they have read and understand any new Information Technology Security policy and guidance provided by the CITSM and Center CIO Representative over the duration of the contract.
 - (3) The Contractor shall ensure that its employees performing duties as system and network administrators in addition to performing routine maintenance possess specific IT security skills. These skills include the following:
 - (i) Utilizing software security tools.
 - (ii) Analyzing logging and audit data.
 - (iii) Responding and reporting to computer or network incidents as per NPG 2810.1.
 - (iv) Preserving electronic evidence as per NPG 2810.1.
 - (v) Recovering to a safe state of operation.
 - (4) The Contractor shall provide training to employees to whom they plan to assign system administrator roles. That training shall provide the employees with a full level of proficiency to meet all NASA system administrators' functional requirements. The Contractor shall have methods or processes to document that employees have mastered the training material, or have the required knowledge and skills. This applies to all system administrator requirements.
- (e) The Contractor shall promptly report to the Center IT Security Manager (and other personnel as may be defined in the Task Plan) any suspected computer or network security incidents occurring on any system operated by the Contractor for NASA or connected to a NASA network. If it is validated that there is an incident; under the direction of the Center ITS Manager, the Contractor shall provide access to the affected system(s) and system records to NASA and any NASA designated third party so that a detailed investigation can be conducted. Access to Contractor owned systems storing company proprietary data will be provided to NASA in accordance with the terms and conditions of the contract.

- (f) The Contractor shall develop procedures and implementation plans that ensure that IT resources leaving the control of an assigned Task (such as being reassigned, repaired, replaced, or excessed) have all NASA data and sensitive application software permanently removed by a NASA- approved technique. NASA-owned applications acquired via a "site license" or "server license" shall be removed prior to the resources leaving NASA's use. Damaged IT storage media for which data recovery is not possible shall be degaussed or destroyed. If the assigned work is to be assumed by another duly authorized person, at the Government's option, in accordance with APG 2410.1 the IT resources may remain intact for assignment and use of the new user.
- (g) The Contractor shall provide NASA access to their systems and personnel to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data, and to preserve evidence of computer crime involving NASA data and/or systems.
- (h) (1) The Contractor shall document all vulnerability testing and risk assessments conducted in accordance with NPG 2810.1 and any other IT security requirements specified in the contract, directed by the Contracting Officer, or specified in the FIP Task Order.
- (2) The results of these tests shall be provided to the Center IT Security Manager. Any Contractor system(s) connected to a NASA network or operated by the Contractor for NASA may be subject to vulnerability assessment or penetration testing as part of the Center's IT security compliance assessment and the Contractor shall be required to assist in the completion of these activities.
- (3) A decision to accept any residual risk shall be the responsibility of NASA. The Contractor shall notify the NASA FIP Task Requester (or other personnel as may be identified in the Task Plan) within 5 working days if new or unanticipated threats or hazards are discovered by the Contractor, made known to the Contractor, or if existing safeguards fail to function effectively. The Contractor shall identify and document appropriate risk reduction recommendations to the FIP Task Requester (or other personnel as may be identified in the Task Plan) and document the risk or modifications in the IT Security Plan
- (i) The Contractor shall develop a procedure to accomplish the recording and tracking of IT System Security Plans, including updates, and IT system penetration and vulnerability tests for all NASA systems under its control or for systems outsourced to them to be managed on behalf of NASA. The Contractor must report the results of these actions directly to the Center IT Security Manager, and the appropriate Task Requester.

- (j) When directed by the Contracting Officer, the Contractor shall submit for NASA approval a post-award security implementation plan outlining how the Contractor intends to meet the requirements of NPG 2810.1. The plan shall subsequently be incorporated into the contract as a compliance document after receiving Government approval. The plan shall demonstrate thorough understanding of NPG 2810.1 and shall include as a minimum, the security measures and program safeguards to ensure that IT resources acquired and used by Contractor and subcontractor personnel --
- (1) Are protected from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted;
 - (2) Can maintain the continuity of automated information support for NASA missions, programs, and functions;
 - (3) Incorporate management, general, and application controls sufficient to provide cost-effective assurance of the systems' integrity and accuracy;
 - (4) Have appropriate technical, personnel, administrative, environmental, and access safeguards;
 - (5) Document and follow a virus protection program for all IT resources under its control; and
 - (6) Document and follow a network intrusion prevention program for all IT resources under its control.
- (k) Prior to selecting any IT security solution, in those instances where the Contractor is responsible for making the selection, the Contractor shall consult with the Center IT Security Manager to ensure interoperability and compatibility with other systems with which there is a data or system interface requirement.
- (l) The Contractor shall comply with all Federal and NASA encryption requirements for NASA flight programs (e.g., secure flight termination systems, encryption for satellite uplinks, encryption for flight and satellite command and control for both up and down link) and obtain the approval of the Center Communications Security (COMSEC) Manager when selecting encryption solutions.
- (m) The Contractor shall incorporate this clause in all subcontracts where the requirements identified in this clause are applicable to the performance of the subcontract.

(End of Clause)

I.5 NASA MENTOR-PROTEGE PROGRAM

(NFS 1852.219-77)(MAR 1999)

- (a) Prime contractors, including certain small businesses, are encouraged to participate in the NASA Mentor-Protégé Program for the purpose of providing developmental

assistance to eligible protégé entities to enhance their capabilities and increase their participation in NASA contracts.

(b) The Program consists of:

- (1) Mentor firms, which are large prime contractors with at least one active subcontracting plan or eligible small businesses;
- (2) Protégés, which are subcontractors to the prime contractor, include small disadvantaged business concerns, women-owned small business concerns, Historically Black Colleges and Universities, and minority institutions meeting the qualifications specified in NASA FAR Supplement (NFS) 1819.7209.
- (3) Mentor-protégé agreements, approved by the NASA Office of Small and Disadvantaged Business Utilization (OSDBU);
- (4) In contracts with award fee incentives, potential for payment of additional fee for voluntary participation and successful performance in the Mentor-Protégé Program.

(c) Mentor participation in the Program, described in NFS 1819.72, means providing technical, managerial and financial assistance to aid protégés in developing requisite high-tech expertise and business systems to compete for and successfully perform NASA contracts and subcontracts.

(d) Contractors interested in participating in the program are encouraged to contact the NASA OSDBU, Washington, DC 20546, (202) 358-2088, for further information.

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS & ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90)(FEB 1997)

- (a) The following documents, exhibits, and attachments are included in the solicitation and resulting task order. Representations and certifications completed by the Contractor in response to this solicitation are incorporated by reference in the resulting task order at time of award.

Document's To Be Incorporated at the Time of Award

- Statement of Work [See Appendix A: Statement of Work]
- Safety and Health Plan
- Phase-In/Phase-Out Plan
- Wage Determination No. 94-2062, Revision 9 (SF98.doc)
- Department of Defense Contract Security Classification Specification (DD 254)
- Task Order Management Plan
- Subcontracting Plan
- Security Plan for Unclassified Federal Computers Systems (Ref. Section L, NFS 1852.204-77)
- Technology Transfer Plan (Ref. Section G, NFS 1852.227-70)

[END OF SECTION]

APPENDIX A: A-CITS STATEMENT OF WORK

RFP2-38091

C1.1 INTRODUCTION

The objective of this procurement activity is to obtain reliable and cost effective information technology services for NASA Ames Research Center (ARC) by applying a sound management and technical approach that will provide the best value and meet the defined requirements.

This Statement of Work (SOW) describes the requirements for work to be performed under the A-CITS Task Order for all organizational elements of ARC. Contract technical management will be the responsibility of the Applied Information Technology Division (Code JT). This Center-wide Task Order implements Government requirements primarily in five major areas:

- IT Systems & Facilities Support
- Network / Communication Systems & Support
- Business Systems & Support
- Scientific Computing Systems & Support
- Outreach / Informational Systems & Support

It is expected that during the contract period of performance, the services provided to some Ames organizations will diminish while others will grow as the Center responds to changes in various projects, programs, missions, and policies.

C1.1.A Objectives

Previously, the Government acquired these activities with a Cost-Plus-Incentive-Fee (CPIF) completion form contract with task-specific performance incentives. The successor contract vehicle will be a CPIF Task Order that is under the Department of Transportation's (DOT's) Information Technology Omnibus Procurement (ITOP) II Government Wide Agency Contract (GWAC).

The Government will use the ITOP II Task Order as the vehicle to acquire necessary services. Subtasks under this Task Order will be performance based and will be restricted to the acquisition of specific products and services that can be well defined and priced. Open-ended or ill-defined tasks that lack discrete subtask objectives or deliverables will not be issued.

C1.1.B Outline

- Section C1.2 *Scope*, is an overview of the requirements of this contract.
- Section C1.3 *General Requirements*, describes the requirements under this contract grouped into five categories.
- Section C1.4 *Subtask Orders*, describes the operational procedures to be followed to issue subtask orders.
- Section C1.5 *Standards & Policies*, describes applicable standards and policies.

C1.2 SCOPE

This ARC-wide Task Order implements Government requirements as stated in specific performance based subtask orders (STOs) in the areas of: information technology systems and facilities support, network and communication systems and support, business systems

and support, scientific computing systems and support, outreach / informational systems and support. Other Direct Charges (ODCs) for specific STOs include training (Contractor and Civil Service), purchasing, off-site facilities, subcontracting, and travel.

The Contractor shall provide all management and resources (not otherwise provided by the Government) required in order to satisfy the requirements of specific STOs. Technical progress and resource expenditures shall be reported as required in Section F by the Contractor.

The Government will determine requirements, issue performance based Subtask Orders for work to be performed, negotiate performance metrics and estimated cost, and conduct surveillance.

C1.3

GENERAL REQUIREMENTS

The Contractor shall be responsible for fulfilling all the requirements presented in this SOW. The Contractor shall be responsible for the following Mission Functions:

- IT Systems & Facilities Support
- Network / Communication Systems & Support
- Business Systems & Support
- Scientific Computing Systems & Support
- Outreach / Informational Systems & Support

C1.3.A

Mission Functions

C1.3.A.1

IT Systems & Facilities Support

System Administration: The Contractor shall provide products and services in order to maintain a stable, efficient, and productive computer system and computing environment. These activities include: system software maintenance and updates, ensuring compliance with Center IT security requirements, user account management, configuration management, system upgrade / improvement, computing operations, maintenance of systems documentation and procedures, and contingency planning.

IT Security: The Contractor shall provide a safe and secure computing and communication environment through the protection of IT based systems, components, and information such as computers, networks, other computing and communication devices, software applications, operating systems, and data.

Technical areas of focus for IT Security include: risk analysis and assessment; system monitoring and intrusion detection; penetration testing; incident response plans and capabilities; firewall design, development, monitoring, maintenance, and upgrades; development, integration and deployment of advanced encryption and security services; public key infrastructure and services; disaster planning and recovery; security education and training for security staff and the user community; and security coordination with other NASA Centers, NASA HQs, other U.S. Government departments and agencies, and other relevant organizations.

Facility Support: The Contractor shall provide technical and administrative support to specific IT facilities and infrastructure that require environmental controls, regulation, and/or conditioning above and beyond what an average professional office complex would provide.

Hardware / Software Maintenance: The Contractor shall provide for the repair and replacement of hardware components and software modules, applications, and systems necessary to ensure the operability of all covered computing and communication systems. Supporting functions include problem diagnosis, repair or replacement of failing or failed components, verifying that components, modules, and applications meet applicable standards, system performance testing and verification, data integrity and restoration, and an understanding of applicable security considerations regarding sensitive or classified data or systems.

Application Management: The Contractor shall provide products and services to ensure that the suite of software applications in use by the ARC user community

- are compatible within and across covered systems;
- are purchased, maintained, and upgraded in a cost effective and legal manner; and
- allow for effective communication between ARC customers and suppliers.

The Contractor shall provide products and services to ensure that that custom software is maintained and upgraded using documented processes that guarantee proper configuration control, traceability, and computing integrity.

Data Storage & Retrieval: The Contractor shall provide the IT systems and related services necessary to store and have reliable and secure access to large amounts of electronic data. Technical areas of focus include: systems engineering, deployment, and operations; storage for near-term, long term, and archival requirements; shared access and security features; data integrity, disaster plans, and backup systems; user interface / access systems; identifying potential sources for required products and services; and assessing new relevant technologies and technical approaches.

Customer Support: The Contractor shall provide products and services to assist customers with basic use of equipment and applications and also providing prompt response and resolution to user problems. Services include establishing and maintaining a call support center / help desk, a response plan, a response team, and a continuous improvement plan based on customer feedback and benchmarking.

Technical Planning, Analysis, & Training: The Contractor shall provide technical support in the conduct of: IT related technical planning associated with IT resources management; planning for new IT systems and IT facilities; definition of near and long range IT requirements; and evaluation of new standards, practices, and policies. The Contractor shall provide technical resources to support: engineering analysis and evaluation of new IT concepts, technologies, architectures, and systems; definition of functional requirements and synthesis of IT systems requirements; identification of relevant solutions, systems, and products; and development of cost / benefit estimates.

The Contractor shall provide technical support and coordination to ensure effective and efficient IT training, including defining requirements; identifying potential sources for required products and services; designing, developing, and updating relevant training materials; scheduling, coordinating, and conducting relevant training classes; assessing new relevant technologies and technical approaches to improve training effectiveness.

C1.3.A.2

Network / Communication Systems & Support

The Network / Communication Systems & Support area is focused on operating, maintaining, and improving the infrastructure necessary to enable and enhance communications between human and/or computer customers and clients.

Network Design & Development: The Contractor shall define network requirements; identify potential sources for required products and services; maintain proficiency with legacy systems; assess new relevant technologies and technical approaches; recommend relevant solutions; estimate costs and benefits; and design, develop, deploy, and test hardware and/or software systems.

Network Services: The Contractor shall provide for the installation, operation, management, monitoring, maintenance, repair, documentation, and upgrade of computer networks at the Center including local area networks, wide area networks, private networks, and remote access services. The Contractor shall provide coordination with other NASA Centers, Common Carriers, and commercial providers in support of external network links and services.

Distributed Systems: The Contractor shall provide for the installation, operation, management, monitoring, maintenance, repair, and upgrade of distributed systems, which generally consist of clusters of networked computers and other computer and/or communication equipment, located at various sites throughout the Center.

Audio, Video, and Voice Communication Systems: The Contractor shall provide for the administration, operation, maintenance, repair, and installation of audio, video, and voice systems. The Contractor shall provide coordination with other NASA Centers, Common Carriers, and commercial providers in support of external network links and services.

Audio Systems include portable public address systems, auditorium audio systems, individual building intercom systems, and paging systems.

Video Systems include surveillance systems; auditorium video systems; closed-circuit video; the Center's cable access television system; digital video systems coordination and integration; Direct Satellite Service; VIDNET; video tele-conferencing centers (VITS); desktop video conferencing; and the distribution of video signals via the Video Control Center across the campus as well as to and from the satellite ground stations.

Voice Communication Systems include voice only teleconferencing (VOTS); PBX lines, non-switched phone lines; facsimile machines; digital telephone switching (PBX) systems; voicemail services; telephone management systems; secure voice communication systems; operator services; message center services; and ARC telephone directory services.

Wireless / Emergency Communication Systems: The Contractor shall provide for the technical support, maintenance, and repair of wireless (e.g. RF and optical) communication devices such as radios, cell phones, pagers, and other communication devices. The Contractor shall provide coordination with other NASA Centers, Common Carriers, and commercial providers in support of external network links and services.

The Contractor shall provide for the operation and technical support of emergency communication services and the management of ARC use of the RF frequency spectrum.

Network / Communication Infrastructure: The Contractor shall provide support for the administration, configuration management, maintenance, documentation, and improvement of the network / communication infrastructure such as the underground and in-building cable plants utilized to provide communication services at ARC. These activities include: engineering planning and design; installation and termination; maintenance of inventory and documentation; and testing / trouble-shooting/repair. The Contractor shall provide coordination with other NASA Centers, Common Carriers, and commercial providers in support of external network links and services.

C1.3.A.3

Business Systems & Support

This area consists of IT systems and support required for the day to day business processes and services necessary to operate the Center such as financial services, human resources, security, logistics, and business system infrastructure.

Coordination and integration with current and future business systems at the Center and across the Agency is critical to the efficient and effective operations of NASA in general. Specific Business Systems may be managed and operated from a single NASA organization for the entire Agency, while other systems are managed and operated separately by each NASA Center.

Financial Services: The Contractor shall provide for the design, development, implementation, modification, maintenance, and operation of software tools and applications that support accounting, finance, acquisition and procurement, contracting, and payroll functions.

Human Resources, Security, & Logistics: The Contractor shall provide for the design, development, implementation, modification, maintenance, and operation of software tools and applications that support employee training, employee benefits, other human resource services, security management, cardkey / electronic access, and logistics and property management.

Business Systems Infrastructure: The Contractor shall provide for the design, development, installation, modification, maintenance, operations, upgrades, configuration management, and security of business systems databases, application servers, and web servers.

C1.3.A.4 Scientific Computing Systems & Support

Scientific Computing consists of designing, developing, installing, modifying, configuring, operating, and maintaining software and computing systems in order to solve computationally intensive and/or complex engineering and scientific problems in support of ARC missions, programs, and projects.

General requirements include developing and supporting relevant software tools, their computing platforms, and user interfaces; creating models and algorithms and modifying them to be compatible with specific tools; analyzing models and computational integrity; data acquisition and analysis; computational analysis; tool integration; and maintaining legacy software and systems.

Although specific areas of Scientific Computing are described below, it is not practical or desirable to list all of the current or future ARC mission areas, programs, and projects that this task order will support. Work activities that fall within the broad definition of Scientific Computing Systems & Support, as described in the two preceding paragraphs, are considered to be within the scope of this task order.

Scientific Applications: This area of scientific computing focuses on the design, development, implementation, modification, integration, maintenance, and operation of software algorithms, tools, and applications that address complex and / or computationally intensive scientific and engineering problems.

Data Acquisition & Analysis: This area of scientific computing focuses on acquiring and analyzing data and other useful information in support of ARC missions, programs, and projects. This area includes data acquisition, data exchange and/or translation, data reduction, data distribution, and data archival; developing and using data analysis and visualization tools and techniques; and other types of computational analysis.

Modeling & Tool Development: This area of scientific computing is concerned with creating accurate representations in time and/or dimensional space of scientific phenomena, aerospace systems, and other physical systems and developing software tools to assist human operators in the performance of complex tasks. This area includes algorithm development; surface and multi-dimensional modeling; the integration of computational software and/or systems with physical systems; real time simulations; user interface design, development, implementation, and integration; and tool design, development, implementation, and integration.

C1.3.A.5 Outreach / Informational Systems & Support

This information technology area is dominated by rich content that needs to be distributed efficiently and effectively to customers, whether they are internal to ARC, to NASA, or for the general public.

Web Applications: The Contractor shall provide for the design, development, installation, maintenance, operations, upgrades, configuration management, archiving, customer support, and security for ARC websites and web applications.

Information-Based Systems: The Contractor shall provide for the design, development, installation, maintenance, operations, upgrades, configuration management, archiving, customer support, and security for content-rich, IT based data systems. Examples include scientific databases and collections, geographical information systems, and digital image archive and retrieval systems.

Library Systems: The Contractor shall provide for the design, development, installation, maintenance, operations, upgrades, configuration management, archiving, customer support, and security of library computer systems and related applications including tracking systems for technical reports and data.

Conference / Presentation / Advocacy Support: The Contractor shall provide products and services associated with supporting internal and external conferences, presentations, or other public events that support, describe, and / or advocate ARC Missions, Programs, and Projects such as scientific proceedings or formal programmatic meetings. In support of this activity, the

Contractor shall develop and/or acquire presentation materials as well as coordinate, logistically prepare for, and conduct such events.

C1.3.B Management and Administration

The Contractor shall utilize best practices throughout its management and administrative activities in order to provide the best value while meeting the defined requirements. Specifically, the Contractor shall be cognizant of and employ best practices when practical in all relevant management areas including personnel management, contract management, project management, software management, facility management, safety, and security.

The Contractor's Government-approved procurement policies and procedures shall conform to all applicable Government and NASA procurement regulations.

C1.3.B.1 Management Structure

A management structure is required that can effectively manage a professional and technical work force engaged in a wide range of IT related services and development activities. The Contractor shall have an organizational structure, procedures, and administrative support functions to effectively and efficiently manage the work performed under this contract. The management and administrative structure shall provide a single point of contact for interface to the Contracting Officer's Technical Representative (COTR) and shall provide procedures and management supervision to ensure compliance with applicable Government regulations for all material and work performed under the contract.

C1.3.B.2 Subtask Management

Each subtask under the A-CITS Task Order shall have a Subtask Manager (STM) who shall be the single point of contact with the Subtask Requester (STR). The Contractor shall ensure that all subtask plans clearly identify all products and services that the Contractor is responsible for delivering or providing. When appropriate, subtasks may be subdivided into work assignments. Subtasks will be labeled as follows:

subtask_order_number.work_assignment_number.version_number

C1.3.B.3 Software Management

The management of software includes the design, development, implementation, modification, maintenance, and operations of software algorithms, applications, and tools. Customers include individual users, local work groups, ARC-wide functions, and extended work groups that have members at other NASA Centers, in other parts of the U.S. Government, in Academia, and in Industry. Software management issues include standards, reuse, training, upgrades, compatibility, licensing, intellectual property rights, and security.

The Contractor shall be cognizant of and employ best software practices. Before developing software, the Contractor shall first determine if there is a more cost effective solution such as acquiring reusable software from ARC sources, other NASA or U.S. Government sources, or purchasing off-the-shelf commercial software.

The Contractor shall maintain software libraries. The Contractor shall make use of these libraries by utilizing reusable software before any software development occurs and by contributing new software to the libraries.

C1.3.B.4 Other Direct Charges

It is anticipated that substantial quantities of hardware, software and/or subcontracted activities shall be purchased by the Contractor and billed under this Task Order as ODC. Off-site facilities shall be charged via ODC.

Other ODCs may include training, travel, and other miscellaneous expenses. ODCs will be labeled as follows:

subtask_order_number.ODC_unique_number

C1.4 SUBTASK ORDERS

C1.4.A Overview

During the performance of this contract, the Government and Contractor will work together to create subtasks that meet the Government requirements with a cost, schedule, and performance plan that is acceptable to both parties. The COTR will provide guidance and oversight over the subtask creation and modification process, insuring that subtask orders contain the required information and signatures from responsible parties from both the Government and the Contractor. CO (or the COTR with delegation authority given by the CO) authorization is required before any work can begin on subtasks.

C1.4.B Implementation Plan

The Subtask ordering procedure is given in Section G.2 of the RFP.

C1.5 STANDARDS & POLICIES

The Contractor's standards and policies must conform to NASA Standards and Guidelines. These standards, policies and plans must provide flexibility to react to changing policies, standards, technology and methodology.

C1.5.A Directives, Instructions, Policies, and Regulations

The Contractor and their employees shall become acquainted with and obey all Government directives, procedures and guidelines, instructions, policies, and regulations, or abide by requirements as requested by the COTR. See Attachment J-C1.5, Section J, for a listing of applicable NASA and other Federal agencies directives, instructions, policies, and regulations. The Contractor shall use most current standards to all referenced codes and guidelines when applicable.

C1.5.B Emergency Procedures

The Contractor shall ensure that employees know how to report any accident, injury, fire, toxic chemical, electrical, security, flooding, or police emergency in accordance with published on-site procedures.

C1.5.C Environmental Protection and Policies

The Contractor shall comply with all applicable Federal, State, and local laws, and with the regulations and standards listed in Attachment J-C1.5, Section J. All environmental protection matters shall be coordinated with the COTR. Inspection of any of the facilities operated by the Contractor may be accomplished by the Government or authorized officials without notice at any time. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor, the Contractor shall reimburse the Government for the amount of that fine and other related costs incurred by the Government. The Contractor shall also ensure there are trained personnel to clean up any hazardous waste spills resulting from the Contractor's operations. The Contractor shall comply with the instructions of the cognizant NASA Occupational Safety, Health and Medical Services Division (Code QH) with respect to avoidance of conditions which create a nuisance or which may be hazardous to the safety and health of on-site personnel. The Contractor shall observe and adhere to all requirements for handling and storage of combustible supplies, materials, waste, and trash.

C1.5.D Documentation Reduction

The Contractor shall ensure, to the maximum extent possible, that documents be transferred electronically, documents printed internally be double-sided on recycled paper, and contracts, grants, and cooperative agreements (as applicable) include provisions that require documents

to be printed double-sided on recycled paper meeting or exceeding the standards established in Executive Order (EO) 12873 of October 20, 1993, or in future EPA guidelines.

C1.5.E Disposal

Debris, rubbish, and non-usable material resulting from the work under this contract shall be disposed of by the Contractor in refuse bins located throughout the site or off Government property at their expense when directed by the COTR. Hazardous waste must not be removed from Government property, but shall be turned over to the Government for disposal as detailed in Section C20, Environmental Support Services.

C1.5.F Safety Requirements and Reports

C1.5.F.1 Safety

All work shall be conducted in a safe manner and shall comply with all Federal OSHA and local regulations unless otherwise directed by NASA. The Contractor shall demonstrate proactive and innovative safety practices on a continual basis throughout the contract period. In addition, the Contractor shall provide all safety equipment required to perform the work specified in this contract.

C1.5.F.2 Conference

During the Phase-In period, the Contractor shall meet in conference with the Contracting Officer and COTR to discuss and develop mutual understandings relative to administration of the Environmental Safety and Health (ESH) Program. This conference should last approximately two (2) hours. The Contractor should contact the COTR to set up the conference.

C1.5.F.3 Inspections

The Contractor's workspace may be inspected periodically for violations of Federal, State, and local regulations. Correction of violations will be the responsibility of the Contractor as determined by the Government. The Contractor shall provide assistance to Code QE, Code QH, or Code JFP representative(s) and the Federal OSHA or local inspector if a complaint is filed. Any fines levied on the Contractor by Federal OSHA or Cal-OSHA offices due to safety and health violations shall be paid to NASA within 30 days of notification by the applicable Government agency. The Contractor may negotiate in good faith with the applicable Government agency for a lesser fine. NASA will reimburse reductions in monetary fines to the Contractor during the next payment cycle.

C1.5.F.4 Accidents

The Contractor shall report to the COTR, exposure to any substance, possible exposure to any substance, and all accidents resulting in death, trauma, occupational disease, serious bodily injury, or environmental damage. All accidents shall be reported to the COTR as soon as practicable, but no later than two (2) hours after their occurrence during regular working hours, or no later than 24 hours after their occurrence after regular working hours or start of next working day, whichever is earlier. The Contractor must complete a NASA mishap report per Section F.

C1.5.F.5 Damage

In the event of damage to Government property, equipment, or the on-site environment by Contractor employees, the Contractor shall submit to the COTR a full report of the damage. All damage reports shall be submitted to the COTR within 24 hours of the occurrence.

C1.5.G Security Requirements

C1.5.G.1 Security

The Contractor shall comply with all NASA and local security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this

contract and shall ensure all questionnaires and other forms that may be required are completed in a timely manner.

C1.5.G.2 Disclosure of Information

Neither the Contractor nor any of its employees shall disclose, or cause to be disseminated, any information concerning Government operations, including those performed by contractors to the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liability under 18 U.S.C. Sections 793 and 798. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the COTR.

C1.5.G.3 Violations

Deviations from, or violations of, any of the provisions of Paragraph C1.2.G, Security Requirements, may, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default.

C1.5.H **Passes and Badges**

All Contractor employees shall obtain the required employee passes or badges. See Section H, ARC 52.204-91, Security Registration and Identification Badges – On-site Contractors, Excluding Construction, for employee badging procedures. During the Phase-In period, the Contractor shall submit to the Contracting Officer an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of their outer clothing and above the waist at all times on Government property, except when this presents a safety hazard, in which case, the badge must be kept in the employee's possession. When an employee leaves the Contractor's service, the employee's pass or badge shall be returned before final termination of employment. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in Paragraph C1.5.K, Identification of Contractor Employees.

C1.5.I **Access to Buildings**

C1.5.I.1 Access

It shall be the Contractor's responsibility to obtain authorized access to buildings and facilities, and arrange for them to be opened and closed to accomplish work under this contract.

C1.5.I.2 Keys

Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities being worked on at the end of each working day. The Contractor shall be responsible for the cost of replacing keys and/or locks that are furnished to and lost by their employees. Similarly, the Contractor shall pay the cost of changing a combination if the COTR has reasonable cause to believe that the combination has been compromised.

C1.5.J **Identification of Contractor Employees**

C1.5.J.1 Listing of Names

The Contractor shall provide to the Contracting Officer the name(s) of the supervisory personnel authorized to act for the Contractor. The Contractor shall furnish sufficient personnel to perform all work specified within the contract. The Contractor shall supply to the COTR a list of names, addresses, and social security numbers of all employees working under

this contract. The list shall be updated whenever changes occur to the permanent, full and part-time staff members. The Contractor shall also provide, as a separate document, an employee roster divided by shift, i.e. 1st, 2nd, and 3rd shifts. The employee roster shall include employee name, position, duty station(s), and scheduled work periods for periodic floor-checks and inspections by the Government.

C1.5.J.2 Conduct

Contractor employees shall conduct themselves in a proper, efficient, courteous, and business-like manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer or NASA Security to be contrary to the public interest or inconsistent with the best interests of Government security.

C1.5.J.3 Residency

No employee or representative of the Contractor will be admitted to the work site unless they furnish satisfactory proof of their citizenship of the United States, or, if an alien, proof of residency within the United States.

C1.5.J.4 Employee Identification

All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for NASA required passes or badges. (See Paragraph H, Passes and Badges).

C1.5.K **Identification of Vehicles**

C1.5.K.1 Contractor Vehicles

The company name shall be displayed on each of the Contractor's vehicles only in a manner and size that is clearly visible. All Contractor vehicles shall display a valid State license plate, shall be maintained in good repair, and adhere to all State and local codes.

C1.5.K.2 Employee Personal Vehicles

All Contractor employee personal vehicles shall comply with all California Department of Motor Vehicles (DMV) and NASA security requirements.

C1.5.L **Permits**

The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable Federal, State, and local laws. Evidence of such permits and licenses shall be provided to the COTR for approval 15 calendar days prior to the start of the Base Period and within one (1) day upon any personnel change thereafter. All licenses and certificates shall be current, and shall be kept current throughout the contract period.

C1.5.M **Security Requirements**

The Contractor shall comply with NASA Directives NPD 2810 and NPG 2810 and with ARC APD 2815 and related IT policies to ensure the security and integrity of the ARC communication and computing environment and information.

END OF SECTION C1