

folder: NNB06HX03C

file: NNB06HX03C Sounder Research Team/
Data Impact and Modeling Team SRT DMT
Basic

SCAN

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ⇒	RATING DO-C9	PAGE OF PAGES 1 68
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2. CONTRACT NO. (Proc. Inst. Ident.) NO. NNG06HX03C	3. EFFECTIVE DATE See block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PCN:
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5. ISSUED BY: CODE 210.Y NASA Goddard Space Flight Center Earth Science Procurement Office Greenbelt Road Greenbelt, MD 20771	6. ADMINISTERED BY (If other than item 5) CODE 210.Y Ms. Gail Meiklejohn Zois, Contract Specialist <u>Gail.M.Zois@nasa.gov</u>
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Science Applications International Corporation 10260 Campus Point Drive San Diego, CA 92121 c/o SAIC, 4600 Powder Mill Rd, Suite 400, Beltsville, MD 20724	CODE 0T5L1	FACILITY CODE
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8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER	9. DISCOUNT FOR PROMPT
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10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: ⇒ ITEM See G.7 of the contract

11. SHIP TO/MARK FOR CODE See F.2 – Shipping Instructions – Central Receiving	12. PAYMENT WILL BE MADE BY: CODE 155 Cost and Commercial Accounts Section NASA Goddard Space Flight Center Greenbelt Road Greenbelt, MD 20771
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN N/A <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA 4200142911: \$127,829 4200143252: \$291,000 BNC: GGD
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Sounder Research Team/Data Impact and Modeling Team (SRT/DMT) Cost Plus Award Fee (CPAF), Indefinite Delivery, Indefinite Quantity (IDIQ) Minimum Value - \$ 1,000,000 Maximum Value- \$19,000,000				

15G. TOTAL AMOUNT OF CONTRACT ⇒ \$ Max \$19,000,000

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies 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 (s) 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 type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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) <i>Tania I. Martin, Deputy Business Unit Contracts Director</i>	20A. NAME OF CONTRACTING OFFICER <i>Michele Rook</i>
19B. NAME OF CONTRACTOR <i>Science Applications International Corporation</i>	20B. UNITED STATES OF AMERICA <i>Contracting Officer</i>
19C. DATE SIGNED <i>1/31/06</i>	20C. DATE SIGNED <i>1/31/06</i>
BY <i>Tania I. Martin</i> (Signature of person authorized to sign)	BY <i>Michele Rook</i> (Signature of Contracting Officer)

FILE COPY

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**SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall perform and/or deliver the following:

Item	Description	Reference	Schedule
1	Services and Deliverables in Accordance with Statement of Work and Task Orders	As defined in individual task orders	As defined in individual task orders
2	Task Plans	Clauses B.11, H.9	14 days after receipt of request for task plan
3	Monthly and Quarterly Progress Reports	Clause C.3	15 th calendar day of each month following the month or quarter being reported
4	Final Report	Clause C.2	Within 30 days of task completion
5	NASA Financial Management Reports	Clauses G.1, G.10, Attachment B	15 th calendar day following the month or quarterly being reported
6	DD Form 1419 - DOD Industrial Plant Equipment Requisition	Clause G.11	30 days prior to item need date
7	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Clause G.13	Annual Report due by October 15th and Final Report due as specified
8	Safety & Health Reporting	Clause H.1 Clause 1852.223-70, & Clause H.7	As required
9	GSFC Form 24-27 (LISTS Form) & NASA Form 531 (Name Check Request)	Clause H.2	As required
10	LISTS Report	Clause H.2	10th calendar day of each month
11	SF294 & SF295	Clauses H.5 & I.9	As Specified
12	Equal Opportunity Reports	Clause I.1, 52.222-26	As Specified
13	Insurance Notification	Clause I.1, 52.228-7 & I.11	As required
14	Subcontract Notification	See Clause I.1 52.244-2, Alt. I	30 days prior to subcontract award date

**SECTION B OF CONTRACT-NNG06HXU3C
SUPPLIES OR SERVICES AND PRICES/COSTS**

15	Foreign Travel Requests & Travel Reports	Clause G.9 1852.242-71	30 days in advance of the start of the travel and 30 days after the conclusion of the travel, respectively.
16	IT Security Plan	Clause I.1 1852.204-76	30 days after contract award

(End of clause)

**B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (GSFC 52.216-90)
(DEC 2000)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is **\$1,000,000 (Estimated Cost and Maximum Available Award Fee)**. The maximum amount of supplies or services that may be ordered during the effective period of this contract is **\$19,000,000 (Estimated Cost and Maximum Available Award Fee)**.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Contracting Officer on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 20% of the original maximum amount.

(End of clause)

**SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.3 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995)

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

Indirect Cost	Base of Application	Percentage					
		CFY*1	CFY2	CFY3	CFY4	CFY5	CFY6
On-Site O/H (b)(4)	Direct Labor Dollars						
Off-Site O/H (b)(4)	Direct Labor Dollars						
Off-Site O/H (b)(4)	Direct Labor Dollars						
Off-Site O/H (b)(4)	Direct Labor Dollars				(b)(4)		
Fringe	Direct Labor Dollars						
G&A	Direct Labor, Fringe & O/H						
M&S Overhead	N/A						

*CFY (Contractor Fiscal Year) = February to January

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

**SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.4 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

**SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 5 ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of this contract through a five (5) year period afterwards (the effective ordering period).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

B. 6 ORDER LIMITATIONS (52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

**SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS**

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

B. 7 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract **beyond one (1) year from the end of the contract's effective ordering period.**

(End of clause)

**SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 8 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **(\$0.00)** or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

**SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.9 ESTIMATED COST AND AWARD FEE (18-52.216-85) (SEPTEMBER 1993)

The estimated cost of this contract is **(to be negotiated by task order)**. The maximum available award fee, excluding base fee, if any, is **(to be negotiated by task order)**. The base fee is **\$0**. Total estimated cost, base fee, and maximum award fee are **\$ (to be negotiated by task order)**.

(End of clause)

B.10 CONTRACT FUNDING (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 **\$388,885**. This allotment is for cost and covers the following estimated period of performance of **February 1, 2006 through March 20, 2006**.

(b) An additional amount of **\$29,944** is obligated under this contract for payment of fee.

(End of clause)

B.11 SUPPLEMENTAL TASK ORDERING PROCEDURES

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use the labor categories and labor and indirect rates that shall not exceed the rates listed in **Attachment F** to calculate the proposed estimated cost to perform the task order requirements.

SECTION B OF CONTRACT-NNG06HX03C
SUPPLIES OR SERVICES AND PRICES/COSTS

(b) The Contractor agrees that only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in the applicable **Attachment F**, shall be used to calculate the proposed estimated costs for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the maximum available award fee percentage specified in **Attachment F** shall be used to calculate the maximum award fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. The Government shall solely determine the earned award fee under the contract.

(End of Text)

SECTION C OF CONTRACT-NNG06HX03C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in Section B of this contract in accordance with the Statement of Work (Section J, Attachment A) and task orders issued hereunder.

(End of clause)

C.2 FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-73) (JAN 2005)

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI - Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the following address:

SECTION C OF CONTRACT-NNG06HX03C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Center for AeroSpace Information (CASI)
Attn: Acquisitions Collections Development Specialist
7121 Standard Drive
Hanover, Maryland 21076-1320

(e) In accordance with paragraph (d) of the Rights in Data --General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

(End of clause)

C. 3 ADDITIONAL REPORTS OF WORK--RESEARCH AND DEVELOPMENT
(1852.235-74) (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance by task order. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance by task order. In addition to factual data, these reports should include a separate analysis section

**SECTION C OF CONTRACT-NNG06HX03C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 30 days after the completion of the effort under the contract.

The Contractor shall submit the reports required by this clause as follows:

[M=Monthly, F=Final]

Copies	Report Type	Addressee	Mail Code
1	M,Q,F	Contract Specialist/Contracting Officer	210.5
1	M,Q,F	Contracting Officer's Technical Representative (COTR)	613.5
1	M,Q,F	Task Monitor	See Task Order
1	F	Center for AeroSpace Information (CASI) Attn: Acquisitions Collections Development Specialist 7121 Standard Drive Hanover, Maryland 21076-1320	

(End of clause)

C.4 COMPUTER SOFTWARE AND DATA RIGHTS

Computer software and data related to the computer software such as its documentation and training materials are to be delivered with unlimited rights. No limited rights data or restricted computer software will be accepted for delivery, except for COTS computer software products.

(End of Text)

**SECTION D OF CONTRACT-NNG06HX03C
PACKAGING AND MARKING**

THERE ARE NO CLAUSES IN THIS SECTION.

**SECTION E OF CONTRACT-NNG06HX03C
INSPECTION AND ACCEPTANCE**

E.1 ACCEPTANCE-SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at NASA/Goddard Space Flight Center. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.2 RESERVED

E.3 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (JULY 2000)

In performance of this contract, the Contractor shall impose inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

E.4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for five years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.5 INSPECTION OF SERVICES-COST -REIMBURSEMENT (52.246-5) (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

**SECTION E OF CONTRACT-NNG06HX03C
INSPECTION AND ACCEPTANCE**

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may- (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or (2) terminate the contract for default.

(End of clause)

E. 6 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

(a) When conducting services at GSFC the contractor shall follow GSFC ANSI/ISO/ASQ Q9001-2000 quality management system (QMS) requirements as documented on-line in the GSFC QMS system. In addition, the contractor's quality system shall be compliant with ISO 9001. Additional quality requirements may also be specified in individual task order authorizations.

**SECTION E OF CONTRACT-NNG06HX03C
INSPECTION AND ACCEPTANCE**

"Compliant" means that the contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

(End of clause)

**SECTION F OF CONTRACT-NNG06HX03C
DELIVERIES OF PERFORMANCE**

F.1 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contact shall be performed at the following location(s): NASA/Goddard Space Flight Center and the Contractor's facilities.

(End of clause)

F.2 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)

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

Receiving Officer
Building 16W
Code 239
Goddard Space Flight Center
Greenbelt, Maryland 20771

Marked for:

**Technical Officer Dr. Joel Susskind
Code 613, Mail Code: 613.5
Building 22 Room 140
Contract No. NNG06HX03C
Item(s) No. ALL**

The above to be specified in each task order.

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

(End of clause)

F.3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is

SECTION F OF CONTRACT-NNG06HX03C
DELIVERIES OF PERFORMANCE

delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.4 F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the

SECTION F OF CONTRACT-NNG06HX03C
DELIVERIES OF PERFORMANCE

consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

**SECTION F OF CONTRACT-NNG06HX03C
DELIVERIES OF PERFORMANCE**

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.5 EFFECTIVE ORDERING PERIOD

The Government may issue tasks for a period of five (5) years from the effective date of the contract. Task Orders shall not be issued after expiration of this effective ordering period.

(End of text)

**SECTION G OF CONTRACT-NNG06HX03C
CONTRACT ADMINISTRATION DATA**

G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (FEB 2004)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2D, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2D permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment B of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer/Contract Specialist, Gail Zois, Code 210.Y
E-Mail: Gail.M.Zois@nasa.gov

Contracting Officer's Technical Representative, Joel Susskind,
Code 613 E-Mail: Joel.Susskind-1@nasa.gov

Resources Analyst, Faye Richardson, Code 603
E-Mail: em.flr@carioca.gsfc.nasa.gov

Regional Finance Office Cost Team, Code 155
E-Mail: rfocateam@listserv.gsfc.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web sites. (1) NPR 9501.2D, "NASA Contractor Financial Management Reporting":

http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D_&page_name=main

(2) NF 533 Tutorial: (for training purposes only)

<http://cfo.gsfc.nasa.gov/nf533/nf533.htm>

(End of clause)

**SECTION G OF CONTRACT-NNG06HX03C
CONTRACT ADMINISTRATION DATA**

G.2 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

The Contractor's professional employees performing work under this contract are granted borrowing privileges at the Goddard Space Flight Center (GSFC) Library.

(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the GSFC Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Goddard Library Card Applications. The GSFC Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent GSFC badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The GSFC Librarian may revoke library privileges at any time during the performance of the contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for contract performance or to any other adjustment to the contract.

(End of clause)

**G.3 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE
(GSFC 52.245-96)(JULY 2004)**

(a) Performance of this contract requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

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(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts" except that paragraph (e) does not apply to on-site locations.

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Owned Equipment".

GSFC clause 52.245-92, "Repair or Replacement of Government Property--Special Conditions", if included.

GSFC clause 52.245-97, "Contractor Acquired Property--NASA Conditions".

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government-Furnished Property", if included.

(d) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property (Alternate I)".

NASA FAR Supplement clause 1852.245-77, "List of Installation-Accountable Property and Services".

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of clause)

G.4 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL CONDITIONS (GSFC 52.245-92) (SEP 1998)

(a) Government property categorized as facilities (defined at FAR 45.301 and NASA FAR Supplement 1845.301) has been provided for the performance of this contract.

(b) Except as specified in paragraph (e) below, the Government will not authorize the replacement of any defective Government property as

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a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (c). If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with property owned or leased by the Contractor. However, such Contractor property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the contract in an acceptable and efficient manner is not degraded.

(c) The Government may reimburse the reasonable direct cost for the repair of any Government property for which repair is determined to be an acceptable alternative. In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for Government Property. The criteria in this program shall be used to determine when the contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. However, in the absence of a Government approved maintenance/repair program, the Contractor must submit each repair request to the Contracting Officer. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not to exceed" dollar amount for the repair of the property and a rationale as to why repair is the best alternative considering the age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the requirements of the contract. If the Contracting Officer agrees that the property is still needed for contract performance and that repair is an acceptable alternative, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not an acceptable alternative, the Contracting Officer shall notify the Contractor and the replacement equipment or needed equivalent capability shall be provided by the Contractor in accordance with paragraph (b) above. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

(d) In the event that the Contractor is not selected in a subsequent recompetition of this requirement and the facility items replaced as contractor property are not needed for any other purpose, the Contractor is encouraged to offer to sell to the successor contractor

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any facility items that the successor contractor chooses to buy, at a fair and reasonable price.

(e) This clause shall not apply to the following items:

Attachment C

(End of clause)

**G. 5 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97)
(SEP 1998)**

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

G. 6 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (JUNE 2000)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 12 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 12 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with GMAO Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Cost and Commercial Accounts Department, Code 155, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the

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Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Performance Evaluation Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a not more than quarterly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

G.7 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below.

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Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Cost and Commercial Accounts Department
Code 155
Goddard Space Flight Center
Greenbelt, Maryland 20771

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph(b), the contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF)1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

Defense Contract Audit Agency - SAIC Sub office
10260 Campus Point Drive, M/S F1
San Diego, CA 92121
Phone: (858) 826-7409 Fax: (858) 826-7698

(2) (Reserved)

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

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

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

(End of clause)

G. 8 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

(a) For purposes 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:

Title	Office Code	Address (including zip code)
New Technology Representative	504	Goddard Space Flight Center Greenbelt, MD 20771
Patent Representative	503	Goddard Space Flight Center Greenbelt, MD 20771

(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. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to 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. 9 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DEC 1988)

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(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

G.10 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(NOV 2004)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedural Requirements (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories,

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for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G. 11 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
(1852.245-70) (JUL 1997)

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b) (1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of non-availability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

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(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

G. 12 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (NOV 2004)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes the following user responsibilities:

(1) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located

(2) Identify Government property equipment that is no longer considered necessary for performance of the contract.

(3) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.

(4) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

(5) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

(6) Ensure that Government property is protected and conserved.

The Contractor shall establish and adhere to a system of written procedures for compliance with the user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b) (1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this

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clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G. 13 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (OCT 2003)

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, Property and Reporting Team, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

Goddard Space Flight Center, Property Management Branch, Code 235, Greenbelt, MD 20771--unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and the actual cost must be adjusted during the reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

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(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b) (1) through (3) of this clause.

(End of clause)

G.14 LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below, as applicable on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at GSFC or Contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

Item	Quantity	Acquisition Cost	Date to be Furnished to the Contractor
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"None"

(End of clause)

**G.15 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)**

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.

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(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment C. 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.

(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: Goddard Library

(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.

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(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.16 SHARED INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY

In performance of on-site services, the Contractor will have access to Shared Installation-Accountable Government Property, as generally described in Section J, **Attachment C**. This property will be shared between Government and Contractor personnel. The Contractor shall coordinate usage of property items with the Government technical representative(s).

(End of text)

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H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE

- (1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
- (1852.223-70) SAFETY AND HEALTH (APR 2002)
- (1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II (OCT 2000)
- (1852.244-70) GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 1985)

(End of By Reference Section)

H.2 ONSITE CONTRACTOR PERSONNEL—IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (AUG 2003)

(a) The Contractor shall designate a representative (point of contact) for the purposes of this clause. The Contractor shall notify the GSFC Security Division, Code 240, Attention: Locator and Information Tracking System (LISTS) Manager, and the Contracting Officer's Technical Representative (COTR) of the designated representative within 15 calendar days of award of this contract. The GSFC maintained LISTS contains work and home location and contact information for personnel that have permanent NASA/GSFC identification badges. The Contractor may contact the LISTS Manager, Tel 301-286-2306 for assistance regarding LISTS.

(b) The Contractor must apply for permanent NASA/GSFC identification badges for those employees who will be employed by the contractor onsite for at least six months. The GSFC Security Division will consider permanent identification badges for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. For each employee, the Contractor must complete and submit a GSFC Form 24-27, "LISTS Form", and a NASA Form 531, "Name Check Request". The forms are available from GSFC Stores Stock or online via NASA and GSFC systems. The GSFC Form 24-27 must be signed by the COTR or the Contracting Officer. The COTR will resolve any housing or access issues, review the forms for accuracy and completeness, and return the signed forms to the Contractor. The Contractor shall forward the form(s) to the GSFC

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Security Division, Code 240, for the necessary checks, issuance of identification badges, and subsequent data entry into the LISTS. Arrangements for fingerprinting employees will be handled by representatives of the GSFC Security Division's ID Section.

(c) The Contractor shall submit an annotated LISTS Report each month. The GSFC LISTS Manager will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated LISTS Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: LISTS Manager, and to the COTR by the 10th calendar day of the month.

(d) The Contractor shall ensure that all personnel who have NASA/GSFC issued identification, keys or other property who leave its employ or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued badges and identification.

(End of clause)

H. 3 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JAN 2006)

(a)(1) The Contractor must apply for permanent NASA/GSFC Identification Badges for those employees that will be employed by the Contractor and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC badge at, or above, the waistline. Refer to GSFC clause 52.204-99, "Onsite Contractor Personnel—Identification, Reporting, and Checkout Procedures" for permanent Identification Badge issuance procedures.

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(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

- (1) Coordinated Harassment/Discrimination Inquiry Guidelines
<<http://internal.gsfc.nasa.gov/directives/security.html>>
- (2) GMI 1152.9, Facilities Coordination Committee
- (3) GPR 1600.1, GSFC Security Manual
- (4) GPR 1700.1, Occupational Safety Program
- (5) GPR 1700.2, Chemical Hygiene Plan
- (6) GPR 1800.1, GSFC Smoking Guidelines
- (7) GPR 1860.1, Ionizing Radiation Protection
- (8) GPR 1860.2, Laser Radiation Protection
- (9) GPR 1860.3, Radio Frequency Radiation Safety
- (10) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (11) GPR 2570.1, Radio Frequency Equipment Licensing
- (12) GPD 8500.1, Environmental Program Management
- (13) GPR 8710.2, Emergency Preparedness Program for Greenbelt
- (14) GPD 8715.1, GSFC Safety Policy
- (15) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances may be obtained at http://gdms.gsfc.nasa.gov/gdms/plsql/menu_guest or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

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Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC badge at, or above, the waistline.

(End of clause)

H. 4 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

H. 5 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (OCT 1999)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 12-98), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

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d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 12-98), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HS, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H.6 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS
(GSFC 52.219-91) (AUG 2001)**

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

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

*NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
541710	\$1,615,000	8.5

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

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

Name of Concern(s)

Futuretech Corporation, Earth Resources Technology
Hightech Consultant, Inc., and Serenetics

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

(d) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor is as follows:

Dollars	Percent of Contract Value
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N/A

(End of clause)

**H. 7 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)
(OCT 2002)**

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Quarterly health and safety report specifying incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, man-hours worked/month, and total employees. Template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety.

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the to the Goddard Space Flight Center Safety and Environmental Branch, Code 250, Tel 301-286-2281 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

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(End of clause)

H. 8 LIMITATION OF FUTURE CONTRACTING (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, in general terms, is that:

(1) The contractor may be tasked to develop statements of work and/or specifications, which may be used in subsequent, competitive acquisitions; and

(2) The contractor may require access to other NASA contractor data

(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 and such specifications or statements of work 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 (this time shall in no case be less than the duration of the initial production contract). 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 use them to compete with those other companies.

(End of clause)

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H.9 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within **14** calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

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(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within **3** calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H. 10 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

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H. 11 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

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Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

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

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

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

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

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

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches

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to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

H. 12 EARTH SCIENCES PROCUREMENT LIBRARY

The Contractor acknowledges that it is in the interest of NASA to foster competitive acquisitions of any follow-on contract for this scope of work. Accordingly, the Contractor agrees to cooperate with the Contracting Officer to maintain an ongoing and current Earth Sciences Procurement Library, which shall be available during normal working hours to any interested Contractor. Further, the Contractor agrees to provide all deliverable reports in a form that can be displayed in the Library and made fully available to any other Contractor. However, this requirement shall not be construed to require the Contractor to reveal any company sensitive or proprietary materials or information.

(End of text)

**SECTION H OF CONTRACT-NNG06HX03C
SPECIAL CONTRACT REQUIREMENTS**

H.13 CONTRACTOR SURVEILLANCE PLAN

The Contractor shall establish an internal surveillance plan to assure the requirements of the contract are provided as specified. The plan shall include, but not be limited to the following:

- (1) The level and frequency of internal surveillance. It must specify areas to be inspected on either a schedule or unscheduled basis and the individuals who will do the inspection.
- (2) The method of internal surveillance.
- (3) A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.
- (4) The method of ensuring that the performance requirements and performance standards specified in Attachment A, SOW, shall be met.

After Contracting Officer approval, the surveillance plan will be incorporated as **Attachment E** to the contract.

(End of text)

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I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE

- (52.202-1) DEFINITIONS (JULY 2004)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- (52.204-7) CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-11) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION (OCT 1997)
- (52.215-13) SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (DEC 2002)
- (52.219-4) NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS (JULY 2005)[offeror elects to waive the evaluation preference ()]
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- (52.219-9) SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)--ALTERNATE II (OCT 2001)
- (52.219-16) LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)
- (52.219-23) NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005){the factor

**SECTION I OF CONTRACT-NNG06HX03C
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- in para (b) is 10 percent}{offeror elects to waive
adjustment []}
- (52.219-25) SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--
DISADVANTAGED STATUS AND REPORTING (OCT 1999)
 - (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
 - (52.222-19) CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
(JUNE 2004)
 - (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
 - (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
 - (52.222-26) EQUAL OPPORTUNITY (APR 2002)
 - (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER DISABLED
VETERANS (DEC 2001)
 - (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN
1998)
 - (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE
VETERANS (DEC 2001)
 - (52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(AUG 2003)
 - (52.223-6) DRUG FREE WORK PLACE (MAY 2001)
 - (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
 - (52.225-1) BUY AMERICAN ACT--SUPPLIES (JUNE 2003)
 - (52.225-8) DUTY FREE ENTRY (FEB 2000)
 - (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
 - (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR
1984)
 - (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT
INFRINGEMENT (AUG 1996)
 - (52.227-11) PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)
(JUN 1997) as modified by NASA FAR Supplement
1852.227-11
 - (52.227-14) RIGHTS IN DATA--GENERAL (JUN 1987) as modified by NASA
FAR Supplement 1852.227-14
 - (52.227-16) ADDITIONAL DATA REQUIREMENTS (JUN 1987)
 - (52.227-19) COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN
1987)
 - (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
 - (52.230-2) COST ACCOUNTING STANDARDS (APR 1998)
 - (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
 - (52.232-17) INTEREST (JUN 1996)
 - (52.232-22) LIMITATION OF FUNDS (APR 1984)
 - (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
 - (52.232-25) PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)
 - (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [para (b) (1)
fill-in(hereafter: "designated office"--Cost and

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Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-286-1748, no later than concurrent with the first request for payment.]

- (52.233-1) DISPUTES (JULY 2002)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.233-4) APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.239-1) PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-3) PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (MAR 2005)
{paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k):
Futuretech Corporation
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-1) PROPERTY RECORDS (APR 1984)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)
(DEVIATION) (SEP 1999)--(g) (5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g) (5) is unchanged.
- (52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)

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- (52.251-1) GOVERNMENT SUPPLY SOURCES (APR 1984)
- (1852.203-70) DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
- (1852.204-76) SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004) Para (c) is completed with "30 days"
- (1852.215-84) OMBUDSMAN (OCT 2003)--ALTERNATE I (JUNE 2000) The installation Ombudsman is Dorothy Perkins, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-5066, Fax 301 286-1714, E-mail address: Dorothy.C.Perkins@nasa.gov
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.219-77) NASA MENTOR-PROTEGE PROGRAM (MAY 1999)
- (1852.219-79) MENTOR REQUIREMENTS AND EVALUATION (MAR 1999)
- (1852.223-74) DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
- (1852.227-70) NEW TECHNOLOGY (MAY 2002)
- (1852.242-78) EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I.2 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) *Definition.* As used in this clause-"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform

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periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

Division of Information

1099 14th Street, N.W.

Washington, D.C. 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

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(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary

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for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.3 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (52.226-1) (JUNE 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

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(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the--

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW
MS-2626-MIB
Washington, DC 20240-4000

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures

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(End of clause)

I.4 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (DEC 2004)

(a) Definitions. As used in this clause--
"Commercial item," has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except contracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting

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opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down as required in accordance of paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.7 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements

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on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I. 8 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

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I. 9 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

I. 10 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

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"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I. 11 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

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CONTRACT CLAUSES

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I.12 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (FEB 2003)

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

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(c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause or at the following address:

Center for AeroSpace Information (CASI)
7121 Standard Drive
Hanover, Maryland 21076-1320
Email: help@sti.nasa.gov
Phone: 301-621-0390
FAX: 301-621-0134

(End of clause)

I. 13 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

**SECTION J OF RFP-NNG05080150R
LIST OF ATTACHMENTS**

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

Attachment	Description	Date	No. of Pages
A	Statement of Work	August 2005	8
B	Financial Management Reporting Requirements	June 2005	2
C	Shared Installation-Accountable Government Property	January 2005	2
D	Safety and Health Plan	October 3, 2005	40
E	Contractor Surveillance Plan	October 3, 2005	8
F	Direct and Indirect Matrix	October 3, 2005	3
G	Information Technology (IT) Security Plan	30 days after contract award	TBP
H	Small Business Subcontracting Plan	October 3, 2005	25

(End of clause)

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STATEMENT OF WORK FOR SRT/DMT

ATTACHMENT A

ATTACHMENT A
STATEMENT OF WORK FOR THE SOUNDER RESEARCH TEAM (SRT) AND DATA
IMPACT AND MODELING TEAMS (DMT)

I. Introduction

The primary purpose of this contract is to provide continued support to the Sounder Research Team (SRT) and the Data Impact and Modeling Team (DMT) in the GSFC Laboratory for Atmospheres as well as to the Hydrological Sciences Branch (HSB) in the GSFC Laboratory for Hydrospheric and Biospheric Processes, both within the Sun-Earth Exploration Division. The goals of SRT and DMT include the use of past, current, and advanced atmospheric sounding data for climate studies; assimilation of atmospheric sounding data and data from other current and future satellite instruments to improve numerical weather prediction and study atmospheric processes; and development of state of the art high spatial resolution general circulation models to improve numerical weather prediction, including hurricane track prediction. The primary goal of HSB is observation-driven modeling of water, energy and carbon cycles to advance hydrologic science and applications, including flood forecasting, and water resources applications, as well as coupled numerical weather and climate prediction.

II. Background

The SRT developed the Television Infrared Observation Satellite (TIROS) Operational Vertical Sounder (TOVS) (High Resolution Infrared Sounder 2/Microwave Sounding Unit) Pathfinder Path A processing system and has used it to analyze TOVS data from the satellites TIROS-N, National Oceanic and Atmospheric Administration (NOAA) 6-12, and NOAA 14 to produce and analyze a climate data set using a consistent combined forecast-retrieval-data assimilation system. For consistency, the DMT Geostationary Operational Environmental Satellite (GEOS) I Data Assimilation System (DAS) was used as long as possible. At one point, an improved version, the GEOS II had to be used because of a change in computer platform.

SRT has also worked with more advanced IR/microwave sounding systems. Currently, SRT has developed the Atmospheric Infrared Sounder (AIRS) Science Team Version 4.0 processing system to analyze AIRS/Advanced Microwave Sounding Unit (AMSU) sounding data on Earth Observing System (EOS) Aqua. This has been used by the Goddard DAAC to produce near real time AIRS/AMSU products since February 2005, and to reprocess all previous AIRS data from September 2002. SRT will assess the climate data sets obtained using Version 4.0 of the AIRS Science Team processing system to study their compatibility with the TOVS Pathfinder Data Set. SRT will also support and conduct research leading to the AIRS Science Team Version 5.0 algorithm. In addition, SRT conducts research and designs studies with the advanced IR sounders CrIS and HES, which will fly on National Polar-Orbiting Operational Environmental Satellite System (NPOESS) Preparatory Project (NPP) and GOES-R respectively. SRT also conducts research, together with DMT, to maximize the utility of AIRS soundings and/or clear column radiances toward improving numerical weather prediction research.

DMT (formerly part of the Data Assimilation Office) conducts research both with real and simulated satellite data, to assess and maximize their effect on improving numerical weather prediction. Past work has dealt with observed and simulated scatterometer surface winds,

ATTACHMENT A
STATEMENT OF WORK FOR THE SOUNDER RESEARCH TEAM (SRT) AND DATA
IMPACT AND MODELING TEAMS (DMT)

simulated Light Detection and Ranging Instrument (LIDAR) winds, and observed AIRS sounding data. Maximizing the benefit of satellite sounding data includes development of advanced high spatial resolution General Circulation Models (GCM). DMT now has an advanced 0.25° by 0.25° spatial resolution GCM that accurately predicts hurricane formation and hurricane tracks. Better initial conditions, such as obtained by assimilation of AIRS data, could further improve hurricane prediction. Joint research between SRT and DMT is planned to demonstrate this.

III. General Responsibilities

The contractor's responsibilities shall include the management of personnel, timely and effective implementation of task assignments, control and monitoring of contract and subcontract performance, management of scheduled deliveries, and timely and effective reporting to the Government. These responsibilities shall also include efficient cost management methods as well as procedures to ensure that the government is award of task assignment status and progress achieved.

The contractor shall be responsible for ensuring that all contractor and subcontractor personnel engaged in performance of this Statement of Work have appropriate qualifications, knowledge, and certification to perform work in accordance with the task assignments.

IV. Scope

Task assignments will be issued to perform services in support of the SRT, DMT, Hydrological Sciences Branch, and other areas of weather and climate research. Services within the scope of this Statement of Work and specified in task assignments may include, but not be limited to, the specific services delineated in the following sections.

V. Functional Requirements

A. Scientific Support

A.1 SRT Scientific Support

The contractor shall provide scientific support to the SRT. Support includes but is not limited to the following: continued analysis of TOVS data to produce and analyze the TOVS Pathfinder Path A data set; generation of global precipitation estimates for inclusion in the GPCP precipitation data set; continued upgrade and assessments of the AIRS Science Team level 2 retrieval algorithm; and simulation studies in support of CrIS and HES.

A.1.a TOVS Pathfinder Data Set

The objective of this research is to continue the production of the 25 year TOVS Pathfinder Data Set (Susskind et al., 1997), based on analysis of HIRS2/MSU data on the polar orbiting satellites

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TIROS-N and NOAA 6-12 and NOAA 14, for use in climate studies of interannual variability and trends. The entire data set must be analyzed in a consistent manner so as not to introduce spurious “climate changes” due to changes in the analysis methodology.

The contractor shall be responsible for timely production and validation of the data set, and distribution of the products to the scientific community on request. If problems are found in the analysis of the data for any time period, the problems shall be corrected and the data for that period should be reanalyzed. At the discretion of the government, the entire data set may be reanalyzed using an improved algorithm.

A.1.b Precipitation Estimates for Inclusion in the GPCP Data Set

The GPCP data set (Adler et al., 2003) includes daily and monthly mean precipitation estimates generated from analysis of TOVS sounding data. An analogous and compatible product is now being produced derived from AIRS/AMSU data on EOS Aqua.

The contractor shall be responsible for the production and validation of precipitation estimates from analysis of TOVS and AIRS/AMSU data and timely delivery to the Senior Scientist of the Laboratory for Atmospheres for inclusion in the Global Precipitation Climatology Project (GPCP) data set. At the discretion of the government, new methodology may be developed to generate improved precipitation estimate products derived from the satellite observations.

A.1.c Upgrade and Assessment of the AIRS Science Team Retrieval Algorithm

This represents the major area of research conducted by the SRT. Previous research conducted at SRT led to the Version 4 AIRS Science Team retrieval algorithm now operational for analysis of near real time AIRS/AMSU data at the Goddard Distributed Active Archive Center (DAAC). Research is continuing to lead to further improved versions of the AIRS Science retrieval algorithm to be validated and periodically delivered to the Goddard DAAC for use in production of future data sets. AIRS data in previous time periods will be reprocessed by the DAAC using the newer algorithm to insure consistency of the data record.

The contractor shall be responsible for implementation and validation of the retrieval algorithms, as well as conducting research, together with SRT government personnel, to help improve the retrieval algorithm both with regard to use of the data to improve forecast skill and to study climate variability and trends. Considerable research is being conducted toward improving error estimates and quality control of retrieved products and their optimal use for both data assimilation and climate study purposes.

A.1.d Simulation Studies in Support of CrIS and HES

CrIS and HES are advanced high spectral resolution sounders that will fly on operational Polar Orbiting and Geostationary Satellites respectively. CrIS is already designed, but work needs to be done with regard to optimization of the methodology to be used to analyze CrIS data. HES is

ATTACHMENT A
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IMPACT AND MODELING TEAMS (DMT)

still in the formulation phase and instrumental design studies are being conducted with regard to science/cost trade-offs. SRT is heavily involved in supporting research for both CrIS and HES, making use of AIRS/AMSU observations. For CrIS, SRT has developed methodology to generate proxy CrIS observations based on AIRS observations, and use these to assess and improve CrIS retrieval algorithms. For HES, SRT has been analyzing AIRS data using subsets of the AIRS spectral channels to find an optimal trade between scientific performance and cost (related to spectral coverage).

The contractor shall be responsible to work with SRT government personnel to conduct and evaluate the results of the necessary experiments for both CrIS and HES. The contractor shall also be responsible to generate and distribute proxy CrIS data as requested by scientific users.

A.2 DMT Scientific Support

The contractor shall provide scientific support to the DMT. Areas of support include but are not limited to the following: offline Variational Analysis Method (VAM) development for ocean surface wind production processing and distribution; Observing System Experiments (OSE's); Observing System Simulation Experiments (OSSE's); monitoring and evaluation of relative forecast accuracy of FUNCEP and Operational National Center for Environmental Prediction (NCEP) 10-day Forecasts; regional and mesoscale modeling support; and High Resolution Earth System Modeling.

A.2.a Offline Variational Analysis Method (VAM) Development

The contractor shall support requirements to assimilate ocean surface wind data sets by managing and improving computer code especially improving the demands for higher resolution data sets. In addition, datasets shall be disseminated to collaborator on research and instrument teams. Both first look and late look products shall be produced at a resolution of 50KM or finer. The contractor shall also be able to validate these data using statistical and numerical techniques.

A.2.b Observing System Experiments (OSEs)

The contractor shall initiate, perform and contribute to the evaluation of data impact studies, designed to assess the utility of different observational data sets in a data assimilation system. To accomplish this, the contractor must be familiar with many different data assimilation systems and their I/O routines (getting data ingested and output from the systems), as well as analyzing the output of the analysis and forecasts.

A.2.c Observing System Simulation Experiments (OSSEs)

The contractor shall generate nature simulations and assess their realism. From the nature runs, simulated observational data sets shall be generated, based on the realistic characteristics of existing and proposed observing systems. Based on this work, the contractor shall develop a software suite that will provide an OSSE testbed for the scientific community.

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A.2.d Forecast Monitoring and Evaluation

The contractor shall maintain the data and computer code required to execute atmospheric forecasts with the FVNCPEP and NCEP(GFS) systems, including forecast validation and intercomparisons, in real time and special case studies. The contractor shall develop and maintain production facilities for automatically retrieving NCEP forecasts, verification datasets, and automatic generation of forecasts and forecast skill metrics. The contractor shall employ subjective and objective techniques to assess forecast skill and the relative performance of various systems.

A.2.e Regional and Mesoscale Modeling Support

In conjunction with Government personnel, the contractor shall perform research in support of regional and mesoscale modeling. In order to perform this research, the contractor shall use mesoscale models to study the precipitation processes in hurricanes, tropical cyclones and mesoscale convective systems. Physical parameterizations related to the cloud and radiation processes will be tested and compared to data from field campaigns and satellite missions. The contractor shall implement these models (e.g. WRF or PSU MM5) and execute the simulations to demonstrate their effectiveness in describing atmospheric behavior at the appropriate spatial resolution.

A.2.f High Resolution Earth System Modeling

The contractor shall implement and maintain global model forecasts at spatial resolutions $\frac{1}{4}$ degrees or better on NASA's high performance computing environment. The model shall also be tuned for different resolutions and the impact of assimilation of new data on improving forecast skill will be tested using these models. The contractor shall develop codes for these high resolution models, and their use in data assimilation experiments, in collaboration with other NASA and non-NASA investigators, and the code shall also be managed through a version control (e.g. CVS). The contractor shall also be prepared to modify this computing code to contribute to extra-terrestrial atmospheric modeling activities (e.g. Mars).

A.3 Hydrological Sciences Branch (HSB) Scientific Support

Uncoupled land surface modeling and data assimilation and coupled land-atmosphere modeling are the largest research emphases in HSB. HSB pioneered the development of regional and global uncoupled Land Data Assimilation Systems (LDAS; <http://ldas.gsfc.nasa.gov>), which have been recently extended to a more flexible software framework, known as the Land Information System (LIS; <http://lis.gsfc.nasa.gov>) capable of coupled modeling with the Earth System Modeling Framework (ESMF; <http://www.esmf.ucar.edu>). These systems are continuing to develop for use in Observing System Simulation Experiments for current and future missions, for studies of the regional and global water and energy cycles, and for application of NASA observations and technologies in partner Decision Support Systems/Tools (DSS/DST).

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The contractor shall conduct research, together with HSB personnel, on the representation of hydrologic processes, the assimilation of observations, and the application of LDAS and/or LIS to help improve current and future observations, to understand and predict the global and regional water and energy cycle, and to improve the benefits of NASA observations to water resources and other national applications.

B. Computer Systems and User Administration Support

B.1 SRT and DMT Computer Systems Management Support

The contractor shall provide systems and user administration support. Hardware maintenance includes installations, basic repairs, and coordination of vendor supplied maintenance. Software maintenance includes operating system upgrades, installations of 3rd party public domain and proprietary software, and providing assistance with the use of installed software.

The contractor shall support local computer hardware and software maintenance requirements and coordinate access to archival tape library, work to proactively address security issues, monitor computers for vulnerabilities, and to actively transition to a more secure computing environment; lead the effort in continuously improving computer account creation and deletion procedures; provide general system monitoring, backup support, and network support; provide support for hardware procurement; assist in maintaining and supporting property tracking by maintaining a current hardware database; and support high-end computing needs as required. Contractor support will be provided M-F, excluding all federal holidays.

B.2 HSB Computer Systems Support

HSB maintains a large, heterogeneous computing environment to support the research in the branch. The contractor shall be responsible for all aspects of computer hardware and software support and maintenance for a variety of Unix, PC, and Mac systems, as well as related networking hardware/software, backup systems, web/data servers, applications and large disk arrays.

The contractor shall be is responsible for assuring that all branch systems and accounts are maintained according to GSFC IT security policies and procedures, and shall assist with tracking IT property in accordance with NASA and GSFC property procedures. Contractor shall provide user support during normal business hours M-F, excluding federal holidays. The contractor shall also provide a liaison between the local computing environment and the HPC computing environments located at NCCS and NASA Ames (NAS).

C. Technical and Administrative Support

The contractor shall assist and coordinate all phases of the scientific research cycle, including but not limited to the following: proposal and proposal budget preparation, editing, and submission;

ATTACHMENT A
STATEMENT OF WORK FOR THE SOUNDER RESEARCH TEAM (SRT) AND DATA
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project budgeting, including maintaining, regular reporting and planning staff and project budgets in Excel in consultation with GSFC and other contractor/support staff; project planning and tracking, including maintenance of Microsoft Project schedules and provision of up-to-date Gantt charts as needed; e.g., for quarterly reports, interim reviews and annual reports; research report preparation; including reports required by NASA/HQ (evaluation, verification and validation, and benchmarking), quarterly, annual, quad, cost, and other reports; scientific publication coordination and editing; and maintaining a shared archive of reports and other relevant research documents, representation at meetings, and interaction with NASA HQ, and/or other agency partners.

The contractor shall provide technical support in the following areas: technical document preparation for scientific papers, abstracts/proposals, presentations, and lab brochures; travel documentation support; support for purchase requests for hardware, software, supplies, and maintenance; maintenance of ADP databases; maintaining records of active grants, RTOPs, budget, manpower, property, phone lists, facilities requirements, and correspondence/travel.

Electronic and Information Technology Accessibility Standards

Section 508 of the Rehabilitation Act of 1973, as amended, requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Below are the applicable Section 508 standards.

Subpart B -- Technical Standards

- §1194.21 Software applications and operating systems.
- §1194.22 Web-based intranet and internet information and applications.
- §1194.25 Self contained, closed products.
- §1194.26 Desktop and portable computers.

Subpart C -- Functional Performance Criteria

- §1194.31 Functional performance criteria.

Subpart D -- Information, Documentation, and Support

- §1194.41 Information, documentation, and support.

References

“Characteristics of the TOVS Pathfinder Path A Dataset,” J. Susskind, P. Piraino, L. Rokke,

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STATEMENT OF WORK FOR THE SOUNDER RESEARCH TEAM (SRT) AND DATA
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L. Iredell, and A. Mehta. *Bull. Amer. Meteor. Soc.*, **78**, No. 7, 1449-1472, 1997.

“The Version 2 Global Precipitation Climatology Project (GPCP) Monthly Precipitation Analysis (1979-present),” R. F. Adler, G. J. Huffman, A. Chang, R. Ferraro, P. Xie, J. Janowiak, B. Rudolf, U. Schneider, S. Curtis, D. Bolvin, A. Gruber, J. Susskind, and P. Arkin. *J. Hydrometeor.*, **4**, 1147-1167, 2003.

Section 508 of the Rehabilitation Act of 1973, as amended.

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FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

ATTACHMENT B

FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

General

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedures and Guidelines NPR 9501.2D entitled, "NASA Contractor Financial Management Reporting," effective date May 23, 2001, and additional instructions issued by the Contracting Officer.

a. Level of Detail

The Contractor's 533 reports shall contain a summary of total contract costs, as well as a separate 533 sheet for each Task Order. The reports shall contain a breakdown of each area by element of cost, i.e. direct labor hours/dollars (by category), overhead, general & administrative (G&A), travel, equipment, material, training and other direct costs.

b. Distribution

The Contractor shall distribute 533 reports to each addressee indicated in the Basic Contract Clause G.1, FINANCIAL MANAGEMENT REPORTING. These reports shall be distributed no later than the fifteenth (15) calendar day following the month being reported.

c. Reporting Requirements

Each report shall provide cost data for reporting categories presented below:

Direct Labor Hours

Onsite

(List applicable labor categories)

Offsite

(List applicable labor categories)

Direct Labor Dollars

Onsite

(List according to applicable labor categories)

Offsite

(List according to applicable labor categories)

Total Direct Labor Hours On-site

Total Direct Labor Hours Off-site

Total Prime's Hours

Subcontractor Hours

Total Labor Hours

Total Direct Labor Onsite

Total Direct Labor Offsite

Total Onsite Overhead
Total Offsite Overhead
Total Overhead Prime

Other Direct Costs
 Material
 Subcontractors
 Travel
 Training
 Miscellaneous
 Total ODC's

Subtotal (Direct Cost plus Overhead)

G&A Expense

Total Cost

Award Fee

Total Cost Plus Award Fee (CPAF)

The 533 for each task order shall report direct labor hours by category.

d. Other Special Reports

The Contractor shall submit, as required, special cost or manpower reports either in the areas of actuals, projections or both. These reports may take the form of labor, overhead, other direct charges, billing analyses or other business information. When required, specific instructions will be provided by the Contracting Officer.

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**SHARED INSTALLATION-ACCOUNTABLE
GOVERNMENT PROPERTY**

ATTACHMENT C

SRT Shared Equipment List

ECN	MFG MAKE	TYPE
97657	CMS	8 mm Exabyte tape drive
823318	Sun	CRT color monitor
1181338	R-Squared	8 mm Exabyte tape drive
1190431	R-Squared	8 mm Exabyte tape drive
1333080	Dell	Desktop PC
1415212	HP	Laserjet 4 printer (shared)
1520625	Gateway	CRT color monitor
1627449	Toshiba	Laptop
1637624	Compaq	Laptop, 2GHz Intel, 512MB RAM
1637654	IBM	Laptop
2164775	Apple	Desktop PC
2037640	Apple	Desktop
2037642	Apple	monitor
2164776	Apple	monitor
1750915	Toshiba	Optical drive
1752410	Hitachi	Display Unit
1753312	HP	Printer
1813603	HP	Laser Printer
1813873	SGI	Monitor
1814218	SGI	Desktop Workstation
1815289	SGI	Desktop PC
1816130	R-Squared	8 mm Exabyte tape drive
1818078	SGI	O2
1818079	SGI	Camera
1818133	Vanguard Tech	Tape drive
1944924	BoxHill	Exabyte disk drive
1946375	BoxHill	Exabyte disk drive
1948374	BoxHill	8 mm Exabyte tape drive
1951599	BoxHill	8 mm Exabyte tape drive
1952445	Dell	Monitor 19" Trinitron
2042740	Apple	Desktop PC
2044003	Dell	Precision 410 Desktop PC
2110521	IBM	Laptop
2111229	SGI	1600SW flat panel monitor
2111547		SCSI disk
2112146	Dell	Desktop PC (Precision 330)
2112151	Dell	Monitor
2112843	Dell	Precision 330 workstation
2112917	(no name)	Desktop PC
2112933	HP	Printer
2113317	Quantum	DLT tape drive
2114847	Sony	Monitor
2114847	(no name)	17" monitor
2114921	Dell	Desktop PC
2114922	Dell	Monitor
2114923	Dell	Monitor
2114951	Dell	Desktop PC
2114956	Sony	Monitor
2133218	(no name)	Desktop PC
2133259	LG	Flatron L1800P 17" Flat Panel Monitor
2133260	LG	Flatron L1800P 17" Flat Panel Monitor
2164573	Samsung	SyncMaster 213T flat panel monitor
2165210	Dell	PowerEdge 400SC Desktop PC
2501690	Dell	Monitor
2501691	Dell	Monitor
2501693	Dell	Monitor
3010289	Dell	Desktop PC
3010291	Dell	Desktop PC
3010292	Dell	Monitor
3010292	Dell	Desktop PC
3010292	Dell	Monitor
3010294	Dell	Monitor

ATTACHMENT C

3011468	Dell	Precision 530 workstation
3012266	Dell	Desktop PC
3012268	Dell	Monitor
3034060	Dell	Desktop PC
3034061	Dell	Desktop PC
3034575	Dell	Desktop
1823317	Sun	Ultra-2 Unix workstation
	Dell	Desktop PC/Monitor
	AMD	Desktop PC, Athlon 1200, 256MB RAM
	Dell	Desktop PC/Monitor
	Dell	Desktop PC/Monitor
	XENON	17" monitor

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SAFETY AND HEALTH PLAN

ATTACHMENT D

APPENDIX B.
SUBFACTOR D. SAFETY AND HEALTH PLAN



Restricted Data Notice

This plan includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the government shall have the right to duplicate, use, or disclose data to the extent provided in the resultant contract. This restriction does not limit the government's right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets comprising the entire plan.

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FOREWORD

Science Applications International Corp. (SAIC) submits this Safety and Health Plan in response to Request for Proposal (RFP) NNG05080150R, Support Services to the Sounder Research Team (SRT) and Data Impact and Modeling Teams (DMT), which represents policies and procedures that we have tailored to specific requirements of the Goddard Space Flight Center (GSFC). We have formatted this plan according to requirements of NASA Procedural Requirements (NPR) 8715.3, Appendix H, and it meets NASA FAR Supplement (NFS) clause 1852.223-73. In Appendix A, we provide an initial performance evaluation profile (PEP) assessment of our Safety and Health Program, including actions we will take to achieve a score of 5 in each area, as required by NPR 8715.3.

The scope of the work requires SAIC to provide specialized scientific support services to SRT, DMT, as well as to the Hydrological Sciences Branch (HSB) in the GSFC Laboratory for Hydrospheric and Biospheric Processes in the areas of retrieval of geophysical parameters from satellite data, forecast impact studies using satellite-derived parameters, and atmospheric modeling.

The procurement encompasses the use of past, current, and advanced atmospheric sounding data for climate studies; assimilation of atmospheric sounding data and data from other current and future satellite instruments to improve numerical weather prediction and study atmospheric processes; and development of state-of-the-art high spatial resolution general circulation models to improve numerical weather prediction, including hurricane track prediction. The primary goal of HSB is observation-driven modeling of water, energy and carbon cycles to advance hydrologic science and applications, including flood forecasting, and water resource applications, as well as coupled numerical weather and climate prediction. We anticipate completing most of the work on site at GSFC facilities, using standard office equipment and furniture. However, on GSFC's approval, we may complete some tasks at remote sites (off site from Goddard) over networked resources. Additionally, we anticipate that our team members may be required to travel to temporary duty sites.

29 CFR Part 1904, Subpart B provides a partial exemption from the Occupational Safety and Health Administration's (OSHA) injury and illness record-keeping requirements for specific low-hazard industries, unless OSHA or the Bureau of Labor Statistics (BLS) informs the industry in writing that it must keep records under 1904.41 or 1904.42. The majority of SAIC's establishments are classified as exempt low-hazard industries, including classifications under Standard Industrial Classification (SIC) Code 87, Engineering, Accounting, Research, Management, and Related Services; North American Industrial Classification System (NAICS) Code 5417, Scientific Research and Development Services; SIC Code 737, Computer Programming, Data Processing, and Other Computer-Related Services; and NAICS Code 5415, Computer Systems Design and Related Services. Therefore, our establishments are exempt from maintaining work-related injury and illness records (i.e., OSHA 300, 300A, and 301 forms) unless otherwise notified by OSHA or BLS. Each year, BLS has given notice that only select SAIC locations (generally a different number and mix of locations) must maintain work-related injury and illness records for that year. **Figure AppB-1** presents consolidated injury and illness statistics reported to BLS as part of SAIC's participation in BLS statistical surveys during the past 5 years. The incidence rates, which represent the number of injuries and illnesses per 100 full-time workers, were calculated as: $(N/EH) \times 200,000$, where N = number of injuries and illnesses; EH = total hours worked by all employees during the calendar year; and 200,000 = base for 100 equivalent full-time workers. The lost workday rate represents the number of lost workday cases per 100 equivalent full-time workers.

Figure AppB-1 also presents our occupational injury and illness rates as compared with the average rate for the BLS work injuries and illnesses statistics for SIC 873, Research, Development, and Testing Services, and NAICS 5417, Scientific Research and Development Services for the last 5 years.

We take pride in our environmental health and safety accomplishments. **Figure AppB-2** identifies the number of health and safety violations (i.e.,

OSHA and related state agency actions) during the past 5 years and the current year-to-date.

At NASA GSFC, our safety record reflects that in the last 2½ years, the period for which these records are tracked, there have been no lost-time incidents on site. Our corporate safety record confirms that SAIC has had no reported injury or illness within the last 5 years related to an OSHA violation at GSFC.

The SAIC Team will use NASA's PEP to monitor the efficacy of the Safety and Health Program. After contract award, we will continually update this plan to keep it compliant with NASA and GSFC-specific requirements. We will submit quarterly safety and health reports that specify incidents, disabling injuries, lost workdays, incident rate, days lost, property damage and cost, manhours worked per month, and the total employees in accordance with the template provided at <http://safety1st.gsfc.nasa.gov/Safety Reporting Temp.doc>.

SAIC is experienced in providing effective, proactive safety and health programs in the NASA environment. SAIC created and implemented safety and health plans for NASA's Ames Research Center, GSFC, Johnson Space Center, and Langley Research Center that have repeatedly passed formal government audits for compliance with all NASA policies

and procedures. We have demonstrated our ability to flow down these requirements to our team members and to work effectively with them to ensure a safe and healthful environment for our employees and customers. The SAIC Team will bring this level of experience and teamwork to the SRT-DMT contract.

To demonstrate our management commitment to implement this plan for the SRT-DMT contract, the program manager will endorse the following statement upon contract award as a condition to assuming that position:

The purpose of this Safety and Health Plan is to ensure that the SAIC Team, NASA employees, and associated contractors, customers, and equipment are protected. This plan will provide employees with operating procedures to protect themselves and the equipment, processes to obtain necessary safety training and report hazardous conditions, and information concerning their rights and responsibilities relative to occupational safety and health. As program manager, I accept personal responsibility to ensure that this plan, as approved by NASA, is implemented and that it is periodically reviewed and updated as necessary to ensure a safe, productive work environment.

Organization	Years				
	2000	2001	2002	2003	2004
SAIC Rate—Total recordable cases ²	0.5	0.3	0.6	0.3	0.2
BLS Rate—Total recordable cases SIC 873/NAICS 5417	2.0	2.3	2.3	2.1	NA ⁴
SAIC Rate—Cases involving days away from work ³	0.2	0.1	0.2	0.1	0.05
BLS Rate—Cases involving days away from work SIC 873/NAICS 5417	0.5	0.6	0.6	0.4	NA ⁴
Total Hours Worked	15,744,000	23,419,370	16,093,125	16,981,736	19,685,004

1 Data are based on SAIC (Federal Employer Identification Number 95-3630868) locations participating in BLS-required surveys of occupational injuries and illnesses.
 2 Where N = for year 2001 and earlier, the sum of OSHA 200 columns 2 (injuries with lost workdays), 6 (injuries without lost workdays), 9 (illnesses with lost workdays), and 13 (illnesses without lost workdays); and for year 2002 and later, the sum of OSHA 300 columns H (cases with days away from work), I (cases with job transfer or restriction), and J (other recordable cases).
 3 Where N = for year 2001 and earlier, the sum of OSHA 200 columns 3 (injuries involving days away from work) and 10 (illnesses involving days away from work); and for year 2002 and later, OSHA 300 column H (cases with days away from work).
 4 NA = not available.

Figure AppB-1. SAIC Occupational Injury and Illness Data¹

2000	2001	2002	2003	2004	2005
0	0	0	0	0	0 to date

Figure AppB-2. Number of OSHA Violations

INTRODUCTION TO THE SAIC TEAM SAFETY AND HEALTH PLAN

The SAIC Team Safety and Health Plan integrates the SAIC Corporate Environmental Compliance and Health and Safety Program (EC&HS) and NASA safety and health requirements into a strong, effective, SRT-DMT Safety and Health Program (see figure

AppB-3). It will provide documented performance against federal, NASA, and state safety mandates in which the interests of both the customer and the contractor are satisfied.

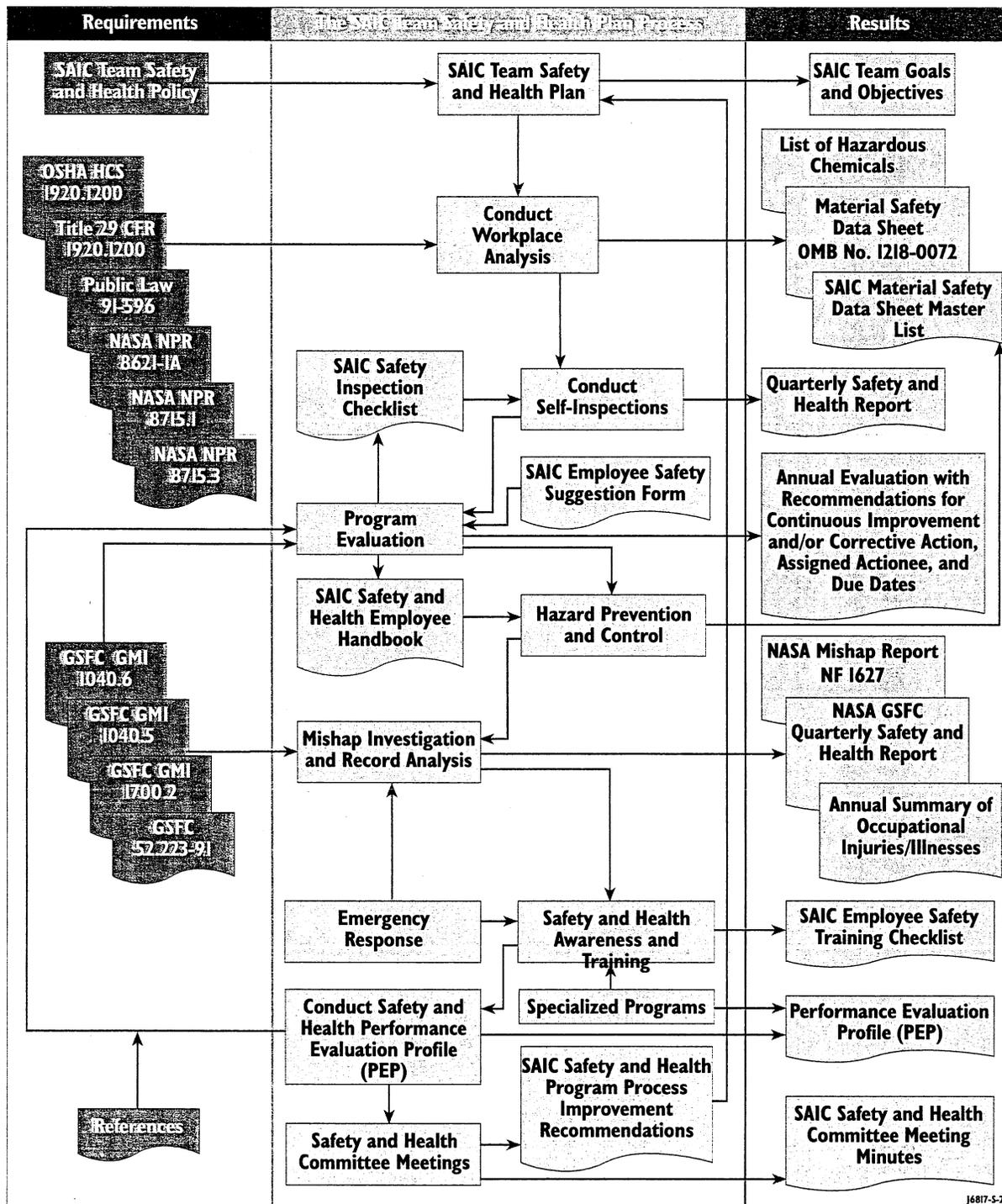


Figure AppB-3. SAIC Team Safety and Health Plan Process

B.I SAFETY PROGRAM MANAGEMENT

B.I.1 Policy

SAIC's policy is to operate in compliance with all OSHA, federal, state, and local environmental health and safety rules and regulations and to comply with GSFC's regulations, policies, procedures, and any reasonable safety or occupational health guidance or direction. We are dedicated to providing a safe and healthful environment for our employees, protecting the public, and preserving SAIC assets and property. We consider the health and safety of all employees, including those of associated contractors and NASA, to be of prime importance. We are committed to our employees and team members supporting the SRT-DMT contract to provide a safe and healthful working environment in which they may prosper personally and professionally. We understand that:

- Our most valuable resources are the people who work for and with us. We believe all mishaps are preventable. To achieve this objective, we will implement a safety program that will benefit the company and our employees and hold safe the interest of the government.
- Management is responsible for safety and health. This program will help our management and nonsupervisory employees control hazards and risks, which will minimize GSFC site injuries to our employees at GSFC and damage or destruction of NASA and SAIC property. The foundation of our program is this Safety and Health Plan.
- All team employees, whether from SAIC, Futuretech Corporation (Futuretech), Hightech Consulting, Inc. (HCI) or Serentics, are responsible for working safely and ensuring the safety of their fellow employees. Working safely is a condition of employment.
- Management is responsible for measuring and ensuring safety performance goals and objectives.

This document describes the Safety and Health Plan, which outlines the Safety and Health Program's implementation, including health benefits, safety responsibilities, and training requirements.

B.I.2 Goals and Objectives

The goals of the Safety and Health Plan are to maximize the health and well-being of SAIC Team employees assigned to support the SRT-DMT contract and to minimize the risks associated with their

working environment. In addition, we will assist GSFC in becoming a nationally recognized center for excellence in safety and health.

Promoting a safe and healthful work environment involves instilling in employees an attitude that safety comes first and takes priority over operating productivity. Our leaders and staff must work as a team and always be aware of their surroundings, including the potential hazards associated with their jobs. In a cooperative environment, the objectives of the Safety and Health Program will be to:

- Heighten the awareness of SAIC Team personnel concerning health and safety issues related to GSFC SRT-DMT contract efforts
- Maximize the safety and health awareness of our employees by providing health and safety training to all employees
- Minimize the risks associated with the working environment by inspecting the workplace regularly to identify and report hazards and track appropriate corrective actions to closure
- Create and maintain an injury- and mishap-free environment
- Conduct a prompt investigation and review of every workplace mishap to determine its cause and to help NASA GSFC prevent recurrences.

The SAIC Team will use NASA's PEP to assess the efficacy of the Safety and Health Program. At the inception of the contract and annually thereafter, the SAIC Team SRT-DMT site supervisor (see Section 1.3.1) and the SAIC designated safety official (DSO) (see Section 1.5.4) will conduct a NASA PEP survey of the SRT-DMT sites. We will provide copy of the results, in the form of an OSHA Form 195 prepared by our SRT-DMT facilities safety representative (the SAIC Team SRT-DMT program manager) to NASA and the contracting officer's technical representative (COTR) no later than 30 days after the contract anniversary date each year.

B.I.3 Management Leadership

The responsibility for implementing the plan is with management. However, all SAIC Team SRT-DMT employees will be responsible for identifying hazards and correcting those directly within their power to do so. The SAIC Team program management will ensure that our employees receive the

training necessary to accomplish the plan requirements and that corrective actions are taken when necessary. We will include this plan in all potential subcontractor agreements related to this proposal.

B.1.3.1 Program Manager

We will designate the SAIC Team SRT-DMT program manager as the SAIC Team SRT-DMT site supervisor, who will primarily be responsible for administering the plan for all employees assigned to the contract. As the SRT-DMT site supervisor, the program manager will ensure that regular inspections, safety training, and safety briefings are conducted for the SRT-DMT contract sites. In addition, the program manager will serve as the SAIC Team SRT-DMT facility safety representative, with the authority and responsibility to conduct these functions at the GSFC site as defined by the RFP.

B.1.3.2 Facility Safety Representatives

The SAIC Team SRT-DMT program manager will designate the SAIC Team SRT-DMT facility safety representative(s), as necessary, for the GSFC site (in Greenbelt, Maryland), who will be responsible for the general condition of that area and have the authority to take or initiate corrective action when an unsafe condition exists. She or he will be responsible for ensuring the SAIC Team's adherence to center-wide safety, health, environmental, and fire protection concerns and goals and will participate in meetings and other activities related to the center's Safety and Health Program.

At the GSFC in Greenbelt, the SAIC Team SRT-DMT program manager will serve as the SAIC Team's GSFC facility safety representative as well as the SAIC Team's fire warden for that building. The program manager may delegate this duty for this building but is still responsible for the facility's safety.

We anticipate that the principal place of performance for the SAIC Team's work for this contract will be at GSFC in Greenbelt, Maryland; however, we may complete some tasks at remote sites using networked resources. We also anticipate travel and work at remote sites as possibilities. For remote site work, we will designate a facility representative with the same duties and responsibilities as the on-site facility safety representative at GSFC.

B.1.3.3 SAIC Team Group Leads

The SAIC Team group leads will be key in implementing and enforcing the safety and health policies and procedures, including providing the initial orientation for our new employees and identifying and providing ongoing training, as required, for our employees to perform their job duties. Our SRT-DMT Team group leads are personally responsible and held accountable for ensuring that the work areas they control are safe and healthful for our employees. These supervisors will fulfill their responsibility by:

- Being knowledgeable of the safety and health hazards and controls in their area of responsibility
- Ensuring that our employees are informed of the SAIC Team SRT-DMT Safety and Health Plan and receive effective safety and health training as needed
- Properly supervising our employees to ensure that standards in safety and health performance are maintained and documented in a Web-based management information system (see Section B.1.5.6)
- Enforcing NASA and SAIC Team safety and health rules as they relate to our staff
- Instructing our employees to report hazardous conditions to their supervisors
- Reminding our employees that they must become familiar with any health and safety plans affecting their SRT-DMT work sites
- Investigating close calls and mishaps for root cause and monitoring the appropriate corrective action
- Demonstrating safety leadership by setting proper examples and taking responsive, corrective action if safety problems are identified.

B.1.3.4 Employees

Each SAIC Team employee is responsible for maintaining awareness of NASA and SAIC Team health and safety issues and to continually contribute to the success of this plan. The SAIC Team will train our employees to improve their ability to discern risks and possible hazards. The safety training will clearly outline the procedures for reporting and correcting hazards. We will instruct all employees to keep their work areas free of hazards. Employees

must report unsafe conditions that are not correctable to the SAIC Team SRT-DMT program manager or their group lead immediately after identifying the condition.

Employees are accountable for:

- Complying with all GSFC and SAIC Team safety rules
- Knowing the members of the SAIC Team SRT-DMT Safety and Health Committee
- Becoming familiar with fire safety and escape procedures from their areas of work
- Keeping up to date on safety plans and procedures affecting their work areas, including relevant evacuation plans
- Keeping work areas neat and orderly
- Reporting all workplace safety and health hazards to their supervisors and the NASA safety representative
- Reporting all workplace injuries and illnesses, no matter how minor, to their supervisors
- Following any NASA safety regulations governing their work sites.

B.1.4 Employee Involvement

Employee involvement is the cornerstone of the SAIC Team Safety and Health Program. By participating, employees gain an understanding and a sense of ownership for safety and health issues. Examples of participation include:

- Volunteering as facility safety representative for a building
- Volunteering as a building fire warden
- Developing and presenting a safety, health, or environmental training short
- Performing a job hazard analysis
- Performing self-inspections
- Participating in corporate, contract, GSFC, and contractor safety, health, and environmental activities
- Assisting in close call or mishap investigations
- Participating in GSFC Safety Committee and subcommittee meetings, as appropriate.

B.1.5 Assignment of Responsibility

The SAIC operation manager is responsible for the SAIC Team Safety and Health Plan implementation for the SRT-DMT contract. He has delegated the day-to-day responsibility for this activity to the

SAIC Team SRT-DMT program manager, an SAIC employee reporting directly to the SAIC General Science Operation (GSO) vice president and division manager. The SAIC Team SRT-DMT program manager holds the SRT-DMT group leads responsible for implementing the SAIC Team Safety and Health Plan within their areas of responsibility. Our SAIC Team SRT-DMT employees are responsible for safety and health awareness as outlined in this plan. In addition, we will establish the specific designations shown in **figure AppB-4**.

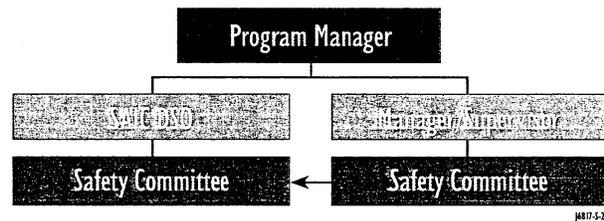


Figure AppB-4. SAIC's Safety Organization

B.1.5.1 Facility Safety Representative

SAIC will name an SAIC Team SRT-DMT facility safety representative, per Section B.1.3.2 of this plan, for all buildings we occupy. The facility safety representatives will be responsible for the SAIC Team's adherence to GSFC-wide safety, health, environmental, and fire protection concerns and goals, and they will participate in meetings and other activities related to the center's Safety and Health Program as appropriate.

B.1.5.2 Company Physician

SAIC does not have a company physician for this site. We anticipate that employees can use the GSFC Health Unit and enroll in a health insurance program and select their physicians individually within that program. The SAIC DSO (see Section B.1.5.4) will conduct all contacts related to communicating medical data with NASA's clinic. Off-site employees will use their own selected physicians.

B.1.5.3 Building Fire Wardens

The SAIC Team SRT-DMT program manager will designate an SAIC Team building fire warden from the ranks of the local group leads for any buildings we occupy. We also will identify alternate fire wardens for each building.

B.1.5.4 Designated Safety Official

Upon contract award, SAIC will designate an SAIC DSO to implement this plan from the SAIC corpo-

rate perspective and maintain all formal contacts with regulatory agencies and GSFC Safety and Environmental Branch, Code 205.2. Similarly, all subcontractors will name DSOs who will serve on the SRT,DMT, and HSB Safety and Health Committee and be responsible for NASA-required corporate reporting through SAIC.

B.1.5.5 Notification of Change in Responsibility

SAIC will notify the contracting officer and GSFC's Safety and Environmental Branch, Code 205.2, of any DSO safety representative replacement within 30 days.

B.1.5.6 SAIC Web-Based Information System

The system includes a Web page that links to appropriate documentation for all safety and health documentation, as well as links to all Web-based NASA and GSFC emergency instructions, documentation, policies, and procedures, including federal regulations and safety procedures that apply to each work area. We will keep records for at least 3 years beyond the period of the contract or longer, if required by regulation.

B.1.6 Provision of Authority

We derived the authority for this Safety and Health Plan from OSHA, Environmental Protection Agency (EPA), state, and local requirements. SAIC management personnel are responsible for implementing the SRT-DMT plan in accordance with the following:

- Title 29 Code of Federal Regulations Part 1910
- NPD 8710.2D, NASA Safety and Health Program Policy (Revalidated April 28, 2004)
- NPR 8715.1, NASA Safety and Health Handbook—Occupational Safety and Health Programs with change 2 (March 30, 2004)
- NPR 8715.3 NASA Safety Manual with change 2 (March 31, 2004)
- GSFC GMI 1700.2, GSFC Safety and Health Program
- GSFC GHB 8800.2, GSFC Environmental Handbook.

Because the primary place of business for execution of this contract is in Greenbelt, Maryland, all local regulations, in addition to those embodied in Federal Occupational Safety and Health Act provisions, will apply and be enforced.

B.1.7 Accountability

The SAIC GSO operation manager has included compliance with the provisions of this Safety and Health Plan as part of the performance appraisal and evaluation for the SAIC Team SRT-DMT program manager, who, in turn, will ensure that this compliance is part of the performance appraisal and evaluation for all SAIC Team SRT-DMT group leads and personnel. Participation in safety and health activities is included in all potential subcontractor agreements related to this proposal. The SAIC DSO will periodically visit the SRT-DMT sites where our employees work, discuss safety issues with the local SAIC Team SRT-DMT facility safety representative, and verify compliance with the provisions of this Safety and Health Plan.

B.1.8 Program Evaluation

To confirm the efficacy and success of the SRT-DMT Safety and Health Program, SAIC will measure safety and health performance using both leading and training metrics. SAIC will report the results in quarterly safety and health reports, specifying incidents, disabling injuries, lost work days, incident rate, property damage and cost, manhours worked per month, and total employees in accordance with the template provided at <http://safety1st.gsfc.nasa.gov/contr.html>. In addition to keeping the plan up to date, the SAIC Team will evaluate the plan on the anniversary of contract award to ensure that the SRT-DMT contract safety and health goals are being met. This annual evaluation will consist of two separate activities. During the first, the SAIC Team will conduct a NASA-type PEP survey (see Section B.1.2). Second, the SAIC Team SRT-DMT Safety and Health Committee (see Section B.1.9), composed of employees of SAIC, HCI, ERT, and Serenetics, will evaluate the overall Safety and Health Program using the results of the PEP survey as one performance metric. This committee will discuss possible changes to the goals and objectives, implementation, or administration of the plan and recommend any changes to management. The SAIC management may then approve changes and assign a responsible corporate officer to implement the modifications. We will store any plan modifications or updates in the Web-based information system for access by all SRT-DMT employees.

When NASA requests a written program evaluation, the SAIC Team SRT-DMT Safety and Health

Committee will produce and deliver it to NASA no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable.

B.1.9 Documentation of Safety and Health Program Performance

In order to document and provide the government with the necessary visibility and insight to the SAIC Team's Safety and Health Program, the SAIC Team will maintain and support an SAIC Team SRT-DMT Safety and Health Committee composed of a cross-section of SAIC Team SRT-DMT employees from all SAIC Team companies. The SAIC Team SRT-DMT Safety and Health Committee will function as an evaluation and advisory group to develop and recommend to the SAIC Team SRT-DMT and NASA management matters of policy and procedure affecting administration of the GSFC's SAIC Team SRT-DMT Safety and Health Programs. The group will involve representatives from each SAIC Team company, including the following:

- SAIC Team SRT-DMT employees (two representatives at large)
- SRT-DMT corporate DSO
- Futuretech corporate DSO
- HCI corporate DSO
- ERT corporate DSO
- Serenetics corporate DSO
- SAIC Team SRT-DMT group leads (two representatives at large).

The SAIC Team SRT-DMT program manager will designate the SAIC Team SRT-DMT Safety and Health Committee chairperson. The list of the SAIC Team SRT-DMT Safety and Health Committee members, their telephone numbers, and e-mail addresses will be posted in the Web-based information system and in a conspicuously central location in any buildings we occupy. The committee will meet at a mutually convenient time, at the request of any member of the committee, but not less than quarterly. The chairperson will prepare minutes of the meeting, which will be posted in the Web-based information system and filed for future reference and inspection by authorized NASA official or any member of the SAIC Team. The committee is responsible for:

- Reviewing the SAIC Team's statistical data, records, and reports on safety matters to determine the effectiveness of overall mishap and loss pre-

vention efforts and to develop recommendations for improvement

- Reviewing and analyzing the SAIC Team SRT-DMT mishap and property loss investigation reports for accuracy and completeness (recommending follow-up investigation if necessary)
- Recommending corrective actions and providing consistency throughout the SAIC Team SRT-DMT operations
- Identifying mishap problems or trends and determining what order they should be given attention
- Reviewing the SAIC Team SRT-DMT safety and property inspection reports, job safety analyses, supervisor's safety observation reports, close call reports, and employees' safety suggestions (Safety Suggestion Form) in context of the need for:
 - Possible changes in work practices or procedures
 - Safety procedures
 - Protective devices or equipment
 - Training.
- Developing practical SAIC Team SRT-DMT inspection procedures for safety and property and participating in GSFC safety and health inspections
- Informing the SAIC Team SRT-DMT group leads of program progress and the safety records of our employees working at the SRT-DMT sites or other areas of SRT-DMT activities
- Assisting to develop the SAIC Team records and statistical data necessary to provide an accurate picture of SRT-DMT safety issues and documenting them in the Web-based information system
- Identifying unsafe work practices and conditions and suggesting appropriate remedies and ensuring that our employees are informed about safety policies, training programs, injury risks and causation, and other health and safety-related matters
- Reviewing the GSFC Material Safety Data Sheets (MSDS) and Hazardous Material Inventory (see Section B.1.9.2) to ensure that we are aware of those relating to the SRT-DMT areas where our employees work
- Maintaining an open channel of communication between our employees and management con-

cerning occupational and environmental health and safety matters

- Enabling our employees to use their knowledge of workplace operations to advise the SAIC Team management in improving policies, conditions, and practices
- Conducting the quarterly self-inspection (see Section B.2.2) and review of corrective actions taken, including the status of identified hazards (see Section B.2.1)
- Conducting the annual program evaluation and report (see Section 1.8).

B.1.9.1 Roster of Terminated Employees

SAIC will send a report listing all employees terminated during each contract year to the GSFC Occupational Health Program officer no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable. The report will contain the following information:

- Date of report, contractor identity, and contract number
- For each person listed: name, social security number, assigned headquarters badge number, and date of termination
- Name, address, and telephone number of contractor representative to be contacted for questions or other information.

B.1.9.2 Material Safety Data and Hazardous Materials Inventory

Because we will conduct most of the work performed for this contract in government's facilities using government-furnished equipment (GFE), SAIC is required to provide a list of known hazardous materials associated with the performance of the contract to Code 205.2. SAIC will request permission from the contracting officer to conduct a survey during the contract phase-in period. (see Section B.2) The inventory will include the identity of the material, the location of the material (by building and room), and the quantity of each material normally kept at each location. If SAIC Team SRT-DMT employees need to introduce hazardous materials to perform this contract, we will inventory and report the materials to the appropriate NASA officials per Section B.2.1.1, List of Hazardous Chemicals. We will submit the MSDSs for materials SAIC introduces to a SRT, DMT, or HSB facility to

Code 205.2 and maintain and distribute them in accordance with Section 2.1.2 of this document.

B.1.10 Government Access to Contractor Safety and Health Program Documentation

So that the government may monitor the performance of its Safety and Health Program, SAIC will provide to the NASA COTR copies of the Safety and Health Plan, all amendments to that plan, and all reports generated in compliance with the directives of that plan. SAIC will make safety and health records and documentation (including relevant personnel records) available for inspection or audit at the government's request and also will furnish a roster of terminated employees and material safety data for any potentially hazardous materials to be used at the sites. We will store this documentation in the Web-based information system.

B.1.11 Review and Modification of Safety Requirements

The SAIC Team will update the SAIC Team SRT-DMT Safety and Health Plan, as necessary, and will participate in reviews of new NASA safety requirements as those become available, including review of the appropriate documents as authorized and directed by the SRT-DMT contract COTR. We will orient every employee the SAIC Team employs under this contract to work in the GSFC's SRT-DMT on this SAIC Team SRT-DMT Safety and Health Plan. As we make updates to the plan, we will inform each SAIC Team SRT-DMT employee of the updated information. The current electronic copy of the plan will be available online in a Web-based information system. We will maintain a record of employee acknowledgement of any new chemical hazard introduced by SAIC or NASA (when the SAIC Team is notified of such introduction) into the workplace and associated safeguards. We will provide a copy of the updates or updated plan to the GSFC's Safety, Environmental, and Security Office, Code 205.2, and the contracting officer.

B.1.12 Contractor Relationship with OSHA

SAIC is responsible for providing employees with a safe and healthful working environment that complies with Public Law 91-596, Occupational Safety and Health Act of 1970 and amendments. In addition, SAIC complies with the OSHA Hazard Communication Standard, Title 29 Code of Federal Regulations

1910.1200, by using MSDSs (see Section B.1.9.2), compiling a hazardous chemicals list, ensuring that SAIC-provided containers are labeled, and training each SAIC employee. We will maintain a record of SAIC employee acknowledgement of chemical hazard data and safeguards related to SRT-DMT contract work. SAIC will submit a timely reply to any OSHA citation we receive and will be responsible for settling citations issued against the operation unless specifically addressed in the contract.

B.1.13 Procurement

The government will conduct all on-site procurement activities according to the appropriate and applicable GSFC rules. The SAIC Team will support the procurement activity as requested by NASA and will ensure that safety tasks are clearly stated in all potential subcontracts.

SAIC Team SRT-DMT Safety Suggestion Form	
Name <i>(Optional)</i>	Date
Location	
Description of Hazard, Close Call, Unsafe Condition or Practice:	
Probable Cause or Contributing Factors:	
Suggestion for Improving Safety:	
Draw a Picture to Describe Situation:	
Place this form in the mailbox of your SAIC Team SRT-DMT supervisor or of any member of the SAIC Team SRT-DMT Safety and Health Committee.	

B.2 WORKPLACE ANALYSIS

The SAIC Team will perform a workplace analysis of workspaces as described by the RFP upon award of the contract. To ensure a safe workplace for our employees for the duration of the contract, the SAIC Team will systematically survey work sites and the activities of our employees at those locations to provide a comprehensive picture of our Safety and Health Plan implementation. Our initial and most important method of work site hazard identification is our Hazard Assessment for Local Office tool (Appendix B). SAIC developed this tool to assist managers and DSOs in implementing their Safety and Health Program. We will perform this work site survey before the contract start date, during the phase-in period. The survey will provide baseline information and assumptions for our safety and health plan and will help us identify basic safety-critical events and on-site hazards. The plans we create as a result will vary according to the basic risk types identified in the assessment:

Low-risk: Directed to locations with “office only” exposures related to paper studies, not to potentially hazardous off-site work

Tailored: Directed to two types of locations:

- Those with only minimal on-site or off-site environmental and/or safety exposures that can be addressed with slight modification of the low-risk program
- Those presenting environmental and/or safety exposures that require an EC&HS program specifically tailored to their needs.

SAIC anticipates that the work associated with the SRT-DMT contract will be low-risk.

Because most of the tasks defined under this RFP will be conducted in NASA facilities, the SAIC Team will coordinate with NASA to maintain the facility structure in accordance with NASA regulations and will report unsafe situations related to tasks defined under this RFP. In the course of conducting this contract, the SAIC Team will work jointly with NASA’s safety authorities to ensure seamless coordination between the SAIC Team SRT-DMT Safety and Health Plan’s implementation and any established NASA safety directives and procedures. For off-site facilities, SAIC will work with SAIC corporate EC&HS officials as well as the appropriate sub-

contracted vendors, including facility and office automation representatives.

If an SAIC Team SRT-DMT employee identifies a hazard on NASA property that pose immediate danger to life or health, it will be reported by the task manager and DSO immediately to GSFC’s Safety, Environmental, and Security Office, Code 205.2 and the SAIC Team DSO. At off-site facilities, employees will report to their task leader, the task manager, or the appropriate facility safety representative. All SAIC Team employees will have the right to call a “stop work” for activities they believe pose a hazard to themselves, other employees, equipment, the environment, or facilities. The SAIC Team will perform hazards analyses, specifically job safety analyses, for all task operations. For example, we will perform a common office spaces job safety analysis that will address all common office space hazards as well as those specific to tasks such as electrical equipment maintenance (board changes, etc.). We will use our job safety analyses as the basis of our operating procedures for protective equipment, caution/warning/danger notes for specific hazards, and environmental considerations (e.g., hazardous waste handling and disposal) as required. All safety engineering products that address operations, equipment, etc., on GSFC property will be subject to the review and concurrence of the Safety, Environmental, and Security Office, Code 205.2, unless otherwise specified in the approved SAIC Team SRT-DMT Safety and Health Plan.

Authorized NASA representatives will have access to and the right to examine the site and areas where work is being performed to determine the adequacy of our safety and health measures in ensuring a safe and healthful working environment for our employees.

Upon award of the contract, we will inspect all facilities used to perform tasks designated by the contract for the presence of hazardous conditions that may interfere with the performance of this contract. To establish a baseline for operations, SAIC Team SRT-DMT Safety and Health Committee members will survey all properties for any noncompliant conditions per Section B.2.2, Self-Inspections.

In the event of a mishap, the SAIC Team will investigate the mishap and record our analysis of the event per Section B.3.0, Mishap Investigation and Record Analysis. We will rank and mitigate every hazard we identify by any technique in accordance with appropriate GSFC (on-site hazards) or SAIC (off-site hazards) procedures. We will immediately report all hazards that pose immediate danger to life or health to the GSFC Safety, Environmental, and Security Office Code, 205.2, the SAIC Team DSO, the task manager, and corporate EC&HS and will take action as outlined in Appendix B, Emergency Action Plan, as necessary. We will document the results of these investigations in a Web-based information system, iSTARS.

The SAIC Team DSO will collect injury and illness data for the duration of this contract, including from any subcontractors working on the SAIC Team and will report those statistics to the appropriate NASA official.

B.2.1 Hazard Identification

NASA and the SAIC Team will jointly decide which operations are to be considered hazardous, with NASA as the final authority. As part of the phase-in period, the SAIC Team program manager will supervise a comprehensive (wall-to-wall) survey of the work site(s), including facilities, equipment, processes, and materials (including waste). The SAIC Team program manager will supervise a change analysis survey at any time during the contract when NASA modifies facilities, equipment, processes, materials, and/or any related procedures for operations and maintenance that affect SAIC Team employees. Before the SAIC Team commences any hazardous operations in the SRT-DMT facilities, the SAIC Team will conduct a hazard analysis that includes obtaining and researching the appropriate, written NASA hazardous operating procedures for all hazardous operations and/or qualification standards for personnel involved in hazardous operations. The SAIC Team will ensure that those procedures are followed using SAIC Team personnel that meet the qualification standards.

B.2.1.1 List of Hazardous Chemicals

The SAIC Team SRT-DMT program manager will maintain a master list of all NASA-identified hazardous chemicals and related work practices applicable to SRT-DMT operating areas. This list will also

identify the corresponding MSDS for each chemical. GSFC will approve any new hazardous chemicals the SAIC Team introduces at the SRT-DMT sites before use, and an MSDS approved by NASA will be available for inspection before any employee uses such chemicals. The SAIC Team SRT-DMT S&H Committee will review the MSDS master list quarterly, update it as necessary, and document it in the Web-based information system (see Section B.1.9).

B.2.1.2 MSDSs

MSDSs provide personnel with specific information on the chemicals used. The SAIC Team SRT-DMT program manager will maintain a binder with NASA-approved MSDS on every substance on the list of hazardous chemicals and will maintain an electronic copy in the Web-based information system. Each NASA-approved MSDS will be a fully completed OSHA Form 174 or equivalent. The SAIC Team SRT-DMT program manager will ensure that each SRT-DMT area maintains NASA-approved MSDSs for hazardous materials in that area and will make them readily available to any SAIC Team SRT-DMT employee. The SAIC Team SRT-DMT program manager is responsible for acquiring and updating MSDSs for hazardous materials introduced by the SAIC Team. NASA is responsible for updating MSDSs for materials introduced by NASA or other NASA contractors and providing them to the SAIC Team. The SAIC Team SRT-DMT program manager will contact the chemical manufacturer or vendor if additional research is necessary or if an MSDS has not been supplied with an initial shipment introduced by the SAIC Team.

B.2.1.3 Labels and Other Forms of Warning

The SAIC Team SRT-DMT program manager will ensure that all hazardous chemicals the SAIC Team introduces into the workplace are properly labeled, with labels updated as necessary. Labels should list, at a minimum, the chemical's identity, appropriate hazard warnings, and the name and address of the manufacturer, importer, or other responsible party. The SAIC Team SRT-DMT program manager will refer to the corresponding MSDS to assist each employee in verifying label information. Labels are required on portable containers.

B.2.1.4 Nonroutine Tasks

When SAIC Team employees are required to perform hazardous, nonroutine tasks (cleaning tanks,

entering confined spaces, etc.), the SAIC Team will perform a special assessment before commencing any such task to ensure that all hazards are identified and controlled and that employees are properly certified. We will conduct a training session to inform employees of the hazards they may encounter, and the precautions they must take to reduce and/or avoid exposure or danger.

B.2.1.5 Training

The SAIC Team SRT-DMT program manager or an appropriate SAIC expert will provide initial and, if required, follow-on training on the Hazardous Communication Standard and the safe use of hazardous chemicals to all SAIC Team employees who work with or may potentially be exposed to hazardous chemicals. The SAIC Team SRT-DMT program manager is responsible for providing initial and follow-on training to new employees as part of the normal personnel in-briefing. The training will provide employees with sufficient information to recognize hazards and identify ways of avoiding mishaps. Training will include general area safety information and specific job safety information, when applicable. The SAIC Team SRT-DMT program manager will provide follow-on training if an employee's responsibilities change substantially and/or if she or he is relocated to a different work area. The SAIC Team SRT-DMT program manager will document initial and follow-on training in the employee's file. Each new SAIC Team SRT-DMT hire will be provided access to this S&H Plan. Whenever a new hazard is introduced, we will provide additional training as appropriate to address the new hazard and protective measures to be taken. We also will maintain a record of employee acknowledgment of any new chemical hazard introduced into the workplace and the associated safeguards. The training plan will emphasize the following components:

- A summary of the Hazardous Communication Standard and this written S&H Plan
- The chemical and physical properties of hazardous materials (e.g., flash point and reactivity) and methods that can be used to detect the presence or release of chemicals (including chemicals in unlabeled pipes)
- The physical hazards of chemicals (e.g., potential for fire and explosion), health hazards, including signs and symptoms of exposure to chemicals,

and any medical conditions known to be aggravated by exposure to the chemical

- Procedures to protect against hazards (e.g., personal protective equipment required, proper use and maintenance, work practices, methods to ensure the proper use, handling, and procedures for emergency response)
- Procedures to ensure protection when cleaning hazardous chemical spills and leaks
- The location of MSDSs, how to read and interpret information on labels and MSDSs, and how SAIC Team employees may obtain additional hazard information
- Information on the interpretation of common chemical classifications and warning signs.

B.2.1.6 Contractor Employees

The SAIC Team SRT-DMT program manager will advise any outside contractors engaged by the SAIC Team of any chemical hazards that may be encountered in the normal course of work on SRT-DMT contract premises, the labeling system in use, protective measures to be taken, and safe handling procedures. In addition, the SAIC Team SRT-DMT program manager will notify outside contractors of the location of all MSDSs. Any SAIC Team-engaged contractor bringing chemicals onto SRT-DMT contract premises must first provide the SAIC Team with the appropriate hazard information on these substances, including the labels used and the precautionary measures to be taken in working with these chemicals. The SAIC Team will obtain NASA's prior approval for any introduction of chemical hazards on the part of an SAIC Team-engaged outside contractor.

B.2.2 Self-Inspections

The SAIC Team SRT-DMT program manager and the SAIC Team SRT-DMT S&H Committee will lead the effort to identify, evaluate, and prevent occupational S&H hazards. The initial formal inspection will be conducted upon initiation of the contract and quarterly thereafter. Inspections will identify discrepancies between observed conditions and current requirements, as well as new (not previously identified) or modified hazards. The SAIC Team will maintain the results of these inspections in the Web-based information system. The SAIC Team SRT-DMT S&H Committee will use the inspection checklist during its work site inspection and analysis (see

Section B.1.9). The committee and the SAIC Team program manager (see Section B.1.3.1) will focus on hazardous conditions noted on the checklist until the conditions are eliminated. SAIC will notify NASA of any hazardous conditions noted during the inspection. At a minimum, the committee and the SAIC Team SRT-DMT program manager will:

- Review applicable safety orders and announcements that apply to the operation
- Address safety information in safety training, safety briefings, and monthly staff meetings
- Review industry and general information related to potential occupational S&H hazards
- Investigate all mishaps, injuries, illnesses, and unusual events that have occurred to SAIC employees at the location and document the incident, using NASA Form 1627; check documentation for related SAIC incidents; and implement improvements to prevent future events, if applicable
- Conduct periodic and scheduled inspections of the general work areas and workstations (monthly) where SAIC employees are assigned
- Evaluate information SAIC employees provide
- Recommend corrective action when a hazard is discovered
- Ensure that all SAIC Team employees update any SAIC Team standard operating procedures (SOP) and other operational manuals to reflect safety considerations; describe the hazardous situations and the necessary precautions, where appropriate
- Identify work in the contract that might involve hazardous materials, and if found, the SAIC Team

SRT-DMT program manager and NASA will establish controls over the procurement, storage, issuance, and use of hazardous substances and establish procedures to recycle and dispose of hazardous waste.

We will provide copies of the inspection and evaluation records and corrective measures to the GSFC's Safety and Environmental Branch, Code 205.2, no later than 5 working days after we complete the inspection and evaluation; we will maintain the records in the Web-based information system.

B.2.3 Employee Reports of Hazards

SAIC Team employees are required to report all workplace hazards they identify. We will give employees the SAIC Team SRT-DMT Safety Suggestion form to use. The form and an explanation of its use will be available in the Web-based information system. The form explicitly states that reporting health and safety hazards will not jeopardize an employee's position on the contract. The employee also may submit the form anonymously to ensure confidentiality. The SAIC Team SRT-DMT S&H Committee will formally discuss the status of all SAIC Team SRT-DMT safety suggestions during its quarterly meetings and document the discussion in the quarterly report. We will formally track, investigate, identify corrective action, and complete documentation to close all reports. We will provide feedback directly to the submitter; if the submitter was anonymous, we will document the feedback in the safety committee minutes posted for access by all SAIC Team employees.

Material Safety Data Sheet U.S. Department of Labor			
May be used to comply with OSHA's Occupational Safety and Health Administration Hazard Communication Standard 29 CFR 1910.1200. (Non-mandatory Form) Standard must be consulted for specific requirements Form Approved OMB No. 1218-0072			
Section I			
Manufacturer's Name		Emergency Telephone Number	
Address (Number, Street, City, State, and ZIP Code)		Telephone Number for Information	
		Date Prepared	
		Signature of Preparer (optional)	
Section II—Hazard Ingredients/Identity Information			
Other Limits			
Hazardous Components (Specific Chemical Identity: Common Name(s)) OSHA PEL ACGIH TLV Recommended % (optional)			
Section III—Physical and Chemical Characteristics			
Boiling Point		Specific Gravity (H ₂ O = 1)	
Vapor Pressure (mm Hg.)		Melting Point	
Vapor Density (AIR = 1)		Evaporation Rate (Butyl Acetate = 1)	
Solubility in Water			
Appearance and Odor			
Section IV—Fire and Explosion Hazard Data			
Flash Point (Method Used)	Flammable Limits	LEL	UEL
Extinguishing Media			
Special Fire Fighting Procedures			
Unusual Fire and Explosion Hazards			
(Reproduce Form Locally) OSHA 174, Sept. 1985			
Section V—Reactivity Data			
Stability	Unstable		Conditions to Avoid
	Stable		
Incompatibility (Materials to Avoid)			
Hazardous Decomposition or Byproducts			
Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur		
Section VI—Health Hazard Data			
Route(s) of Entry:	Inhalation?	Skin?	Ingestion?

Health Hazards (Acute and Chronic)			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA-Regulated?
Signs and Symptoms of Exposure			
Medical Conditions			
Generally Aggravated by Exposure			
Emergency and First Aid Procedures			
Section VII—Precautions for Safe Handling and Use			
Steps to Be Taken in Case Material Is Released or Spilled			
Waste Disposal Method			
Precautions to Be Taken in Handling and Storing			
Other Precautions			
Section VII—Precautions for Safe Handling and Use			
Respiratory Protection (Specify Type)			
Ventilation	Local Exhaust	Special	
	Mechanical (<i>General</i>)	Other	
Protective Gloves	Eye Protection		
Other Protective Clothing or Equipment			
Work/Hygienic Practices			

- d. Are stacks on firm footing, not too high?
- e. Are employees lifting loads correctly?

Describe Violation—Location—Remedy Taken:

5. HAZARDOUS MATERIALS:

- a. Do employees have access to a binder containing MSDS for supplies containing hazardous chemicals before using chemicals?
- b. Are "Material Safety Data Sheets Are Available on Request" signs posted in conspicuous locations?
- c. Are all containers clearly identified?
- d. Are proper storage practices observed?
- e. Are proper storage temperatures and protection observed?
- f. Are proper type and number of extinguishers nearby?

Describe Violation—Location—Remedy Taken:

UNSAFE ACTS OR PRACTICES OBSERVED:

SAIC Team SRT-DMT Safety Inspection Checklist, Page 2 of 2

B.3 MISHAP INVESTIGATION AND RECORD ANALYSIS

B.3.1 Mishap Investigation

Any mishap involving an SAIC Team employee will be reported immediately by telephone and confirmed by fax or e-mail, both to NASA and the SAIC Team management. The DSO also will inform SAIC corporate EC&HS and local human resources representatives. Mishap information pertaining to SAIC Team employees will be maintained for detailed analysis in a Web-based information system to continue improvement of mishap avoidance techniques. The two reporting forms discussed below ensure that NASA receives complete information about all mishaps involving SAIC Team personnel. The SAIC Team will investigate all work-related mishaps, incidents, and close calls involving SAIC Team employees to determine their root causes and provide the contracting officer; the GSFC's Safety and Environmental Branch, Code 205.2; SAIC corporate EC&HS; and local human resource representatives with 24-hour and 5-day mishap reports (see Section B.3.1.3, NASA Mishap Reporting Forms), investigative findings, and proposed or completed corrective actions.

B.3.1.1 Mishap Reporting

In addition to immediately warning and advising other employees of the mishap and notifying emergency personnel, the affected SAIC Team employee (or an unimpaired cognizant SAIC Team employee) immediately must notify his or her SAIC Team task leader or the SAIC Team SRT-DMT program manager in the case of fire, hazardous material, release, or other emergencies. After ensuring that any injured SAIC Team employee receives treatment, the SAIC Team SRT-DMT program manager immediately will report the mishap verbally to the GSFC Safety and Environmental Branch, Code 205.2, and confirm by e-mail or fax. The program manager will report the occurrence to NASA management through the COTR, using NASA Form 1627 "Mishap Report" and the Supervisor's Accident Report to SAIC corporate EC&HS Web site. In cases involving SAIC Team employees, the SAIC Team SRT-DMT program manager will conduct a complete evaluation and investigation of the incident, detailing the finding on OSHA Form 301 or substitute (see Section B.3.1.4), and will provide a copy of the report to

the SAIC Team SRT-DMT S&H Committee and store it in the GPT system.

Immediately upon receiving notice of a fatality or serious injury or illness affecting an SAIC employee, temporary employee, or payrollee during a work-related activity, SAIC personnel must report the event to one of the following Corporate EC&HS personnel:

- Gary Waggoner 858-826-4355 (office); 858-354-4468 (cell)
- Jim Price 858-826-4359 (office); 858-967-2731 (cell)
- Kurt Schmidt 858-826-3686 (office); 858-967-2733
- Chris Sweet 703-676-6515 (office); 703-929-5350.

This requirement is necessary to ensure timely reporting (i.e., within 8 hours of employer knowledge) of these events to OSHA (or an authorized state program) as required by regulation. Corporate EC&HS is responsible for determining specific jurisdictional requirements for reporting and ensuring that these reports are made.

A "serious injury or illness" for purposes of the internal reporting requirement to Corporate EC&HS is defined as an accident occurring at work (or in the performance of work-related duties) that requires inpatient hospitalization for longer than of 24 hours except for medical observation, or in which an employee suffers a loss of any member of the body or suffers any serious degree of disfigurement. The resulting inpatient hospitalization may not necessarily occur immediately following the accident, but may happen days or months later (e.g., where later surgery is determined to be necessary), in which case our regulatory obligation to report may be triggered at that time. Clearly, timely communication among human resources, workers' compensation/disability, and EC&HS personnel occur when such events become known.

Any fatality that occurs during a work-related activity must immediately be reported to Corporate EC&HS. A fatality for purposes of this reporting requirement includes, but is not limited to, a fatal heart attack experienced by an employee that occurs at work (or in the performance of work-related du-

ties), even if the heart attack is not perceived as work-related. A heart attack that results in hospitalization (as discussed above), or later death, is likewise subject to reporting to Corporate EC&HS.

B.3.1.2 NASA Mishap Reporting Categorizations

In addition to the SAIC or the Office of Workers' Compensation mishap reporting categorizations and reporting procedures, we will classify and submit mishap reports related to SAIC employees according to listed classifications. We will submit all SAIC Team employee-related SRT-DMT mishap reports to the GSFC's Safety and Environmental Branch using NASA coding of incidents in accordance with the following specified classifications:

B.3.1.2.1 Type A Mishap

A Type A Mishap involves death or damage to equipment or property equal to or greater than \$1 million. Type A mishaps include events resulting in damage to aircraft, space hardware, or ground support equipment that meet these criteria and test failures with unexpected or unanticipated damage.

B.3.1.2.2 Type B Mishap

A Type B Mishap results in permanent disability to one or more persons, hospitalization (within a 30-day period from the same mishap) of three or more persons, or damage to equipment or property equal to or greater than \$250,000, but less than \$1 million. Type B mishaps include events resulting in damage to aircraft, space hardware, or ground support equipment that meet these criteria and test failures with unexpected or unanticipated damage.

B.3.1.2.3 Type C Mishap

A Type C Mishap results in damage to equipment or property equal to or greater than \$25,000, but less than \$250,000, or occupational injury or illness that results in a lost workday case. Type C mishaps include events resulting in damage to aircraft, space hardware, or ground support equipment that meet these criteria and test failures with unexpected or unanticipated damage.

B.3.1.2.4 Mission Failure

A Mission Failure is a mishap that, in the judgment of the enterprise associate administrator and the associate administrator for safety and mission assurance, prevents primary NASA mission objectives described in the mission operations report or equivalent document.

B.3.1.2.5 Incident

An Incident consists of less severe personal injury than a Type C mishap, but more than first-aid severity, or property damage equal to or greater than \$1,000, but less than \$25,000.

B.3.1.2.6 Close Call

A Close Call is an event with no injury, minor damage (less than \$1,000) or less, with the potential to cause any type of mishap, injury, damage, or negative mission impact. A close call is not considered a mishap, but will trigger the mishap reporting, investigation, record keeping, and recurrence control guidelines.

B.3.1.3 NASA Mishap Reporting Forms

In addition to any required SAIC and Office Workers' Compensation claim forms, SAIC will provide NASA Form 1627 (Mishap Report), <http://safety1st.gsfc.nasa.gov/contr.html>, for mishaps involving SAIC Team employees to the GSFC's Safety and Environmental Branch, Code 205.2. SAIC will submit a NASA Form 1627A, <http://safety1st.gsfc.nasa.gov/contr.html>, Mishap Report, within 24 hours of all Type A and/or B mishaps and within 5 working days for Type C mishaps, incidents, and close calls. We will track all reports in the Web-based information system.

B.3.1.4 NASA 1627 (Per Incident)

If a mishap occurs involving an SAIC Team employee, we will complete a NASA Mishap Report (NASA Form 1627), <http://safety1st.gsfc.nasa.gov/contr.html>, in lieu of OSHA Form 301 and submit it according to the instructions on the form. The instructions describe mishap severity involving varying amounts of personnel and monetary losses. The SAIC Team SRT-DMT program manager will ensure that this procedure is followed completely.

B.3.2 Trend Analysis

Our goal for the SAIC Team is zero recordable mishaps. Should recordable mishaps occur more than once per year, the SAIC DSO will implement the appropriate trend analysis and furnish the results to the NASA COTR and SAIC management. SAIC will give GSFC's Safety and Environmental Branch a summary of all mishaps and incidents involving SAIC Team employees, including lost-time frequency rate, number of lost-time injuries, exposure, and mishap dollar losses, trend analysis, and

corrective actions by the 7th day of the month. The SAIC Team will submit a quarterly S&H report using the following form in conformance with the template at <http://safety1st.gsfc.nasa.gov/contr.html>, we provide the illness statistical data described in Section 2, Workplace Analysis, and negative reports.

B.3.2.1 Mishap Summary Report

The SAIC DSO will notify and promptly report to the contracting officer, the GSFC's Safety and Environmental Branch, and SAIC corporate EC&HS and local human resources any SAIC Team employee-related mishap, incident, or exposure resulting in a fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits described in the contract schedule, property loss of \$25,000 or more, or close call that may be of immediate interest to NASA, arising out of work performed under this contract. SAIC is not required to include an expression of opinion as to the fault or negligence of any SAIC

employee. In addition, SAIC will provide quarterly reports specifying SAIC Team employee-related exposure hours, lost-time frequency rate, lost-time injuries, and mishap and incident dollar losses as specified in the contract schedule.

B.3.2.2 Record Keeping

The SAIC DSO will retain NASA Form 1627 (Mishap Report) to support development of the annual summary of occupational injuries. SAIC will deliver to GSFC's Safety and Environmental Branch and the contracting officer (under separate cover letter), a copy of our annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, CFR, Subpart 1904.5, or equivalent data. We will submit this report to GSFC's Safety and Environmental Branch by calendar year, within 45 days after the end of the year to be reported. We also will provide negative reports that will indicate that SAIC has had no reportable injuries or illnesses.

Science Applications International Corporation Quarterly Safety and Health Report for (month)-(month) 200X							
Contract No. RFP NNG05072010R							
Employees Full Time/On-Site GSFC—Buildings:							
	Month	Month	Month	Month	Month	Month	Month
INCIDENTS							
DISABLING INJURIES							
SEVERITY RATE							
DAYS LOST							
PROPERTY DAMAGE							
PROPERTY DAMAGE COST							
MANHOURS WORKED/MONTH							
TOTAL EMPLOYEES							
Name and number of person to call for further information:					Telephone:		

B.4 HAZARD PREVENTION AND CONTROL

B.4.1 Risk Management and Controls

SAIC Team employees working at GSFC normally will work in an office environment. The possible hazards of the office environment are few, but they do exist. SAIC Team SRT-DMT employees will be responsible for recognizing these hazards and minimizing their possible adverse effects. In addition, SAIC Team SRT-DMT employees will be trained and encouraged to identify office configurations or processes that may be modified to prevent a potentially injurious situation. The SAIC DSO and SAIC Team SRT-DMT program manager will ensure that periodic scheduled inspections are performed. We will use the SAIC Team SRT-DMT Safety Inspection Checklist for this purpose. SAIC Team employees who wish to remain anonymous may report unsafe conditions or hazards by submitting a SAIC Team SRT-DMT Safety Suggestion Form to the SAIC DSO, the SAIC Team SRT-DMT program manager, or their immediate SAIC Team group lead. Our employees must report unsafe conditions or practices immediately. None of our employees will be disciplined or discharged for reporting workplace hazards or unsafe conditions. Failure on the part of our employees to report obvious unsafe situations may result in disciplinary action, up to and including termination. The SAIC Team SRT-DMT program manager will ensure that all MSDSs are up to date and accessible at the appropriate locations. In addition, she or he will ensure that SAIC Team employees are trained in the Hazard Communication Program before beginning work or changing job functions and will monitor the work site continuously to ensure that employees follow safe work practices. SAIC will authorize designated NASA representatives access to SAIC data necessary to verify implementation of control measures. For tasks performed on GSFC's facilities, NASA is solely responsible for facility maintenance and compliance with local regulations.

B.4.1.1 Hazardous Operations

SAIC Team employees will not be expected or allowed to participate in major hazardous operations (those requiring permits, special skills, or training) associated with the facility site. When such tasks (construction, electrical work, etc.) cannot be avoided and are duly authorized by NASA, they will be outsourced by the SAIC Team to appropriate

qualified organizations. In an event that work is conducted in an area where SAIC Team employees are affected, the SAIC Team SRT-DMT program manager or the immediate group lead will inform them of such occurrence. We will identify any hazardous operations inherent to the performance of this contract with NASA during the phase-in period of the contract as defined in Section B.2.0, Workplace Analysis, of this document. We will complete a job safety analysis on all hazardous operations and document hazardous operating procedures based on this analysis for employee training prior to operations.

B.4.1.1.1 Hazardous Communication Standard

The SAIC Team will make every effort to communicate all recognized hazardous situations to our employees as described in this plan. For situations identified during the initial site survey that involve hazardous materials use, the SAIC Team will attempt to have NASA substitute a nonhazardous or less hazardous material, if available.

B.4.1.1.2 Material Safety Data

The SAIC Team will notify GSFC's Safety and Environmental Branch of operations that could introduce hazardous materials into the NASA facility and will ask for concurrence to implement appropriate safety measures prior to operation commencement.

Should SAIC Team employees bring hazardous materials on or off site during the performance of this contract, the SAIC Team will provide and distribute MSDSs per Section B.2.1.2 of this plan and file them in the facility per Section B.1.9.2 of this plan.

B.4.1.1.3 Hazardous Materials Inventory

The SAIC Team will notify GSFC's Safety and Environmental Branch of operations that would require the introduction of hazardous materials into the NASA facility and will ask for concurrence to implement appropriate safety measures prior to operation commencement.

Should SAIC Team employees bring hazardous materials on or off site during performance of this contract, we will enact Section B.2.1.1, List of Hazardous Chemicals, of this plan.

B.4.1.2 Written Procedures

The SAIC Team will maintain and update continuously all written procedures in the Web-based information system.

B.4.1.2.1 Procedures for General Hazard Avoidance

The SAIC Team will train employees to observe the following measures:

- Offices, aisles, and passageways must be kept clear and in good repair with no obstructions across or in aisles that could create hazards.
- Hazards will be prominently marked with appropriate labels, signs, or other devices to minimize the chance of mishap.
- Exits will be well marked and free of obstacles at all times.
- Power strips and power cords will be placed with consideration to minimize tripping.
- Individual offices, passageways, storerooms, and other areas will be kept clean and orderly, because excessive loose paper, disorderly journals and books, and stored cardboard boxes and crates can contribute significantly to the rapid spread of fire.
- Storage areas must be kept free from accumulation of materials that constitute hazards or harbor pests.
- All work areas should be periodically examined for tripping hazards and hazards found should be eliminated, including poorly placed electrical and telephone wire, wires running across aisle areas, and improperly stored equipment.
- The tops of all storage cabinets should be cleared of items that might cause injury. Shelves and cabinets must be periodically checked to ensure that they are not overloaded.

B.4.1.2.2 Procedure for Dealing with Fire

Fire is probably the hazard with the greatest potential for harm. The office environment contains many fire hazards that can be controlled with minimal effort, including paper and other combustibles, cleaning fluids and other chemicals, and electrical equipment.

B.4.1.2.3 Prevention Measures to Substantially Reduce the Risk of Fire

The SAIC Team will discuss prevention measures in our safety training. Smoking will never be per-

mitted in the office space or the building. Designated smoking areas at GSFC will be the responsibility of NASA. For off-site locations, the SAIC facility safety representative will coordinate with local facility management to determine appropriate designated smoking areas. Electrical equipment will be kept in good repair, and equipment not in frequent use will be unplugged.

B.4.1.2.4 Preventing the Spread of Fire

SAIC Team employees will reduce the likelihood of fire acceleration by adhering to the following measures:

- Paper and combustible materials will not be allowed to accumulate
- Large accumulations of burnable material will be stored in fireproof cabinets
- Employees will be made aware of the locations of all fire alarms in their area.

B.4.1.2.5 Escape

During safety training and subsequent task leader/fire warden briefings, all SAIC Team employees will be informed of their building floor plan and exit routes. No one should use elevators when trying to escape from a fire. Fire safety personnel must be strictly obeyed during a fire evacuation. Our employees will keep all pathways and emergency exits free and clear of equipment and obstacles that would impede egress. Our employees also will be advised of to report to designated meeting place in the case of a major emergency. A list of these meeting places and the people who should report to them will be adopted from the GSFC building specific or off-site building specific evacuation plan to be appended and maintained in this Safety and Health Plan.

B.4.1.2.6 Procedure for Handling Electric and Electronic Equipment Hazards

Electrical equipment presents an electrical as well as a fire hazard. The SAIC Team will train employees to observe the following precautions:

- Equipment will be properly grounded, and electrical cables and wiring will be properly installed and maintained.
- Only trained personnel will be authorized to perform hazardous installation or maintenance of electronic equipment.

- Most project employees will use typical office electronic equipment and will not perform more than simple maintenance (e.g., clearing paper jams) on this equipment.
- The appropriate government personnel will be contacted if potentially hazardous procedures are required on site. The appropriate facilities maintenance personnel will be contracted if potentially hazardous procedures are required off site.

Some SAIC Team employees may be responsible for maintaining electronic systems, including computer systems. However, this responsibility generally will not include repair or installation of hazardous electronic equipment. Rather, the responsibility will be confined to typical installation of boards or components. We will train appropriate personnel to take lock out/tag out (LO/TO) precautions when performing such operations, including turning off and unplugging the equipment before beginning work and using electrostatic discharge (ESD) prevention measures documented in maintenance procedures. We will contact the appropriate NASA or local contracted service personnel if potentially hazardous work, such as diagnosing or repairing powered equipment, is required on or off site.

B.4.1.3 Protective Equipment

No special protective equipment is required for SAIC Team employees to operate office machinery at the site. However, future NASA acquisition of such devices will require revisions to this section of the Safety and Health Plan.

B.4.1.4 Hazardous Operations Permits

We do not anticipate any hazardous operations to be performed at the site that would require permits. Any future NASA requirements for obtaining hazardous operations permits will be discussed in this section of future revisions to the Safety and Health Plan. In the course of performing this contract, if NASA requires the SAIC Team to perform hazardous operations, we will research the appropriate NASA written hazardous operating procedures and/or qualification standards for personnel involved in hazardous operations. Upon completion of our findings, the SAIC Team will seek approval of GSFC's Safety and Environmental Branch to initiate any such operation and will seek NASA concurrence to implement appropriate safety measures prior to commencement of such operation. The GSFC permit system would be implemented.

B.4.1.4.1 Operations Involving Exposure to Toxic or Unhealthful Materials

SAIC expects NASA to identify any existing asbestos hazards in areas where SAIC Team employees will work on site. As part of the initial sites survey, as defined in Section B.2.3, the SAIC Team SRT-DMT S&H Committee will identify any operations that expose our employees to toxic or unhealthful materials for the duration of this contract. We will resolve such conditions using procedures defined in Section B.2 of this plan. As always when performing tasks on site at a NASA facility, our S&H Committee will work with the center's safety officials to ensure that the relevant building or facility regulations are met at all times and that NASA's Occupational Health Office officials are notified prior to initiation of any operation potentially hazardous to health and are always informed of and included in decisions involving toxic or unhealthful materials. For off-site facilities, our S&H Committee will work with the local building or facility management as well as SAIC corporate EC&HS representatives prior to initiation of any operation potentially hazardous to health, and we will always inform them of and include them in decisions involving toxic or unhealthful materials.

GSFC's Safety and Environmental Branch will be notified prior to initiation of operations identified during the initial sites survey that involve exposure to toxic or unhealthful materials or of a new operation introduced by the SAIC Team to comply with performance of this contract. The SAIC Team will ask the Safety and Environmental Branch for concurrence to implement appropriate safety measures prior to commencement of such operation. During performance of this contract, where SAIC is the procurement source, we will substitute nonhazardous or less hazardous materials whenever possible.

Authorized NASA representatives will have access to and the right to examine sites or areas where work under this contract is being performed to determine the adequacy of our S&H measures.

B.4.1.4.2 Operations Involving Hazardous Waste

As part of the initial sites survey, defined in Section B.2.2, the SAIC Team SRT-DMT S&H Committee will identify operations that involve hazardous waste or discharges to the environment for the course of performance of this contract. Such condi-

tions will be resolved using procedures defined in Section B.2 of this plan. The SAIC Team will rely on NASA to identify asbestos exposure hazards within NASA facilities used by SAIC Team employees. As always when performing tasks at a NASA facility, our S&H Committee will work with the center's safety officials to ensure that the specific building or facility regulations are met at all times and that NASA's Occupational Health Office officials are notified prior to initiation by the SAIC Team of any operation potentially hazardous to health and are always informed of and included in decisions involving hazardous waste. Similarly, the committee will work with SAIC corporate EC&HS officials for any off-site facility.

If operations are identified during the initial site survey that produce hazardous waste or if a new operation is to be introduced by the SAIC Team on site to comply with performance of this contract, SAIC will notify GSFC's Safety and Environmental Branch prior to initiation of hazardous waste operation on site, and GSFC hazardous waste disposal will be coordinated. Or, if not available, we will provide GSFC with a copy of waste removal agreements and proof of destruction.

B.4.2 Facility Baseline Documentation

The SAIC Team will update GSFC baseline facility documentation resulting from any task-order-directed-work or any NASA-directed changes to current work procedures. SAIC will forward these updates of the baseline documents to the COTR and the appropriate NASA facility official. As part of our self-inspection program (see Section B.2.2), any affected work areas will be examined for new hazards and reported with possible corrective or mitigative action to NASA on a routine basis. For any off-site facility the report will be communicated to the SAIC facility representative and appropriate facility maintenance official.

B.4.3 Preventive Maintenance

On-site NASA is responsible for all maintenance of the facility and equipment therein and will ensure that such work is performed either by GSFC personnel or by the equipment vendor (in the case of office support equipment such as copy machines). The SAIC Team's SRT-DMT personnel will not be trained in or permitted to perform maintenance of

this equipment. The SAIC Team will coordinate with GSFC any issues pertaining to preventive maintenance. Contracts between GSFC and equipment vendors will ensure that all maintenance necessary for safe operation is performed regularly. The SAIC Team will coordinate off-site maintenance with the appropriate subcontracted vendor.

B.4.4 Medical Program

SAIC Team employees will be advised as to the location of the NASA-provided first aid cabinet in each facility as well as location of the GSFC on-site health unit(s). The SAIC Team SRT-DMT program manager will log all reports by SAIC Team employees of any illness they believe they have contracted while at the site, giving special attention to those that appear to derive from "sick building syndrome" (phenomenon deriving from recirculated air in modern sealed structures), airborne particulates or gases, or other factors in the office environment. For off-site facilities, SAIC will provide first aid kits to our employees.

We will encourage SAIC Team employees with contagious conditions to take leave. We will maintain employee medical information in a secure and confidential manner and provide access to only authorized personnel. We will be careful not to draw attention to or embarrass such individuals while still taking sufficient measures to maintain the health of other workers.

Our employees will be encouraged, but not required, to take part in freely available inoculations or other programs offered by the on-site health units for all center employees for such conditions as the flu, when these illnesses are prevalent. The SAIC DSO will arrange medical evaluations required for contract operations not available through the GSFC health unit (i.e., respirator physicals and fit tests, laser eye exams, hearing baseline test, lead testing, etc.) using off-site agencies.

We will search our collected illness data for trends that would indicate health issues associated with the workplace. For trends that are identified, we will issue reports to the appropriate NASA officials, and the SAIC Team will jointly develop resolutions with NASA, with NASA having final approval authority.

B.5 EMERGENCY RESPONSE

B.5.1 Emergency Preparedness

Appendix D, Emergency Action Plan, details the SAIC Team's emergency/contingency planning and preparedness activities. Upon receipt of a SAIC Team SRT-DMT employee report of mishap, injury, or illness, the SAIC Team SRT-DMT program manager will notify the COTR of the occurrence. SAIC Team employees will comply with GSFC emergency procedures and will participate in all site-sponsored drills to demonstrate emergency readiness and compliance with all site-related safety measures. Once the on-site area is secure, the program manager or group lead will ensure it remains so until GSFC Safety and Environmental Branch personnel arrive. Only the contracting officer and/or GSFC Safety and Environmental Branch personnel may release an area from its secure status. Off-site SAIC employees will comply with SAIC EC&HS emergency procedures and requirements found in SAIC's intranet.

All SAIC Team employees will be trained that emergency, fire, medical, safety, and security assistance can be summoned by dialing 911 at GSFC on the local telephone system. Emergencies are defined as follows:

- Incidents involving serious personal injury
- Incidents resulting in damage that causes a possible hazardous condition
- Incidents that require immediate attention of the GSFC's Safety and Environmental Branch or commercial building's engineering department or security.

All SAIC Team employees will be responsible for reporting medical treatment and will receive instructions for reporting on-the-job injuries. When snow emergencies occur in the Washington metropolitan area, we encourage our employees to take leave if they feel that attempting to report may be hazardous. We will offer liberal leave, which our

employees may use without prior notification, when major winter storms are forecast.

SAIC Fatality or Serious Injury/Illness Reporting Immediately upon receiving notice of a fatality or serious injury or illness affecting an SAIC employee, temporary employee, or payrollee during a work-related activity, SAIC personnel must report the event to one of the following Corporate EC&HS personnel:

- Gary Waggoner 858-826-4355 (office); 858-354-4468 (cell)
- Jim Price 858-826-4359 (office); 858-967-2731 (cell)
- Kurt Schmidt 858-826-3686 (office); 858-967-2733
- Chris Sweet 703-676-6515 (office); 703-929-5350

SAIC Team employees will comply with and participate in the appropriate NASA Center's established procedures for emergency preparedness drills and evacuations. Off-site employees will comply with their task manager's, task leader's, or facility safety representative's instructions.

B.5.2 Fire Prevention

Appendix C, Emergency Action Plan, details the SAIC Team's fire safety rules.

SAIC Team SRT-DMT employees have been instructed to report a fire or to pull the fire alarm and not attempt to extinguish a fire unless they have been trained to do so (i.e., fire warden fire extinguisher training).

B.5.3 CPR/AED, First Aid

All SAIC Team employees will be encouraged to voluntarily complete CPR, automated external defibrillator (AED), and first aid training. This will benefit the safety of our employees, both on and off the job.

B.6 SAFETY AND HEALTH AWARENESS AND TRAINING

B.6.1 Training

The SAIC Team will provide an orientation session to all SAIC Team employees that will include SAIC's safety policy, an orientation to this S&H Plan, identification of work site hazards (primarily office), hazard communication, and the location of first aid station(s), exits, alarms, and fire protection equipment. The SAIC Team will provide each employee with an overview of general, acceptable safety procedures, as well as hazards or safety procedures specific to that employee's work situation. The SAIC Team SRT-DMT program manager will have the primary responsibility for identifying the content of the SAIC Team SRT-DMT training program.

All employees involved in lifting heavy objects or using computer workstations will attend training sessions on proper lifting procedures and office ergonomics. We will place posters and other awareness materials in the workplace to illustrate proper lifting techniques as well as other on- and off-the-job safety topics. The SAIC Team program manager will be responsible for all required S&H training of SAIC Team SRT-DMT group leads and employees and for ensuring required training of SAIC subcontractors. The SAIC DSO and/or the SAIC Team SRT-DMT S&H Committee can document a requirement for additional training at any time.

B.6.1.1 Purpose of a Hazard Communication Program

A hazard communication program provides our employees with the knowledge and training necessary to understand and protect themselves and others from chemicals and to comply with the OSHA Hazard Communication Standard (1910.1200). SAIC Team training will be designed to instruct each SAIC Team SRT-DMT employee on general safety procedures as well as safety procedures specific to that employee's SRT-DMT-related job.

B.6.1.2 When Training Will Occur

- Upon hiring
- When the SAIC Team SRT-DMT management believes additional training is warranted
- When an SAIC Team employee is given a new job assignment
- When new substances, equipment, or procedures that represent a new hazard are introduced by NASA or the SAIC Team

- When the SAIC Team is made aware of a new hazard
- When recertification training is required
- In response to trends in inspection results, close calls, mishaps, or management observations.

B.6.1.3 Training Topics

- Our SAIC Team employee training will consist of new employee orientation, periodic group meetings, and one-on-one training. The SAIC Team SRT-DMT S&H training provided to employees will include:
 - Office safety
 - First aid/CPR
 - SAIC Team SRT-DMT S&H Policy
 - SAIC Team SRT-DMT S&H Program
 - Incident reporting
 - Hazard communication
 - Emergency procedures
 - Office ergonomics
 - Housekeeping
 - Job-specific hazards
 - GSFC hazard communication.

B.6.1.4 Training Documentation

The SAIC Team SRT-DMT program manager (see Section B.1.3.1) and SAIC DSO (see Section B.1.5.4) will document employee training using the safety training form and will retain it on file and in the Web-based information system. The SAIC Team will identify and track recurrent training for certification requirements to ensure completion before the certification expires.

B.6.1.5 Communicating with Employees on Safety and Health Issues

Communication with our employees regarding health and safety issues must be two-way, consisting of both employer-to-employee and employee-to-employer communications. We will train our employees through the formal SAIC S&H Program, new employee orientation, and specific training for new or current job assignments or hazards.

B.6.1.6 Reporting of Safety and Health Hazards

The SAIC Team has a system for our SRT-DMT-assigned employee to report a hazard or unsafe condition. We will use the safety suggestion form to report and document such hazards. Each employee

also should notify his or her immediate supervisor verbally of such a hazard or condition. The employee can report anonymously to maintain a reprisal-free employee environment. The employee can download the form from Web-based information. The employee will send the safety suggestion form to his or her SAIC Team task leader or, when anonymous, to the SAIC Team SRT-DMT program manager and the SAIC DSO. We will conduct a prompt and thorough investigation of the situation.

B.6.1.7 Postings

As a routine part of the SAIC Team SRT-DMT S&H Program, jurisdictional state or federal law may require postings (for example, S&H protection on the job, state OSHA citations and responses, and annual posting of the appropriate OSHA 300 forms), which we will prominently display in employee areas.

B.6.2 Certification

The SAIC Team will provide certification and re-certification training where appropriate to ensure our employees are qualified to perform their tasks through specific training, experience, or both.

B.6.3 Training Documentation and Verification

The SAIC Team will document safety and safety-related training in accordance with OSHA requirements. During the quarterly inspection, the SAIC Team SRT-DMT S&H committee will assess whether employees are retaining and practicing training by observing employee compliance with the SAIC Team and NASA SRT-DMT-related S&H policy and procedures. The committee may recommend additional training where warranted. Upon request, the SAIC Team will provide all training materials and training records to GSFC's Safety and Environmental Branch for review.

SAIC Team SRT-DMT Employee Safety Training Form

Employee Name: _____ Hire Date: _____
 Position: _____ Trainer: _____

I acknowledge that I have been briefed on the safety and health areas checked below and agree to follow all SAIC Team SRT-DMT safety and health rules, policies, and procedures.

_____ S&H Program

- My right to ask questions or report any safety hazards, either directly or anonymously, without any fear of reprisal
- The location of SAIC safety bulletins and required safety postings (i.e., summary of occupational injuries and illnesses and S&H protection poster)
- Disciplinary procedures that may be used to ensure compliance with safe work practices
- Reporting safety concerns
- Accessing the department safety committee.

_____ Incident Reporting and Reporting Occupational Injuries and Illnesses

_____ Hazard Communication

- The potential occupational hazards in the work area associated with my job assignment
- The safe work practices and personal protective equipment required for my job
- The location and availability of Material Safety Data Sheets (MSDS)
- The hazards of any chemicals to which I may be exposed and my right to the information contained on MSDSs for those Chemicals.

_____ The SAIC Team SRT-DMT S&H Plan (and have been provided access to a copy)

_____ Emergency Procedures

_____ Other: _____

- My rights under the OSHA and Workers' Compensation Law.

I understand the above items and agree to comply with safe work practices in my work area.

Employee Signature _____ Date _____

I have briefed the above employee in the categories indicated on this form.

Signature _____ Date _____

B.7 SPECIALIZED PROGRAMS

B.7.1 General Housekeeping

SRT-DMT maintain general office environments within their facilities. NASA and the SAIC Team both recognize that housekeeping is a key element in maintaining a safe and healthy work environment. Section B.4.1.2.1 outlines the procedures for general hazard avoidance.

B.7.2 Lock Out/Tag Out

OSHA requires that all affected employees receive LO/TO training. NASA has exclusive control over access to all mechanical space within all areas where SRT-DMT work will be performed on site; authorized facilities maintenance officials control off-site access. The SAIC Team's SRT-DMT employees do not have access to any areas within those facilities where LO/TO procedures would take place. No SAIC Team's SRT-DMT employees have prior authority to invalidate the integrity of any LO/TO system or any other safety system.

Accordingly, the SAIC Team's SRT-DMT personnel are not affected employees as that term relates to facilities' LO/TO procedures. For electrical equip-

ment maintained or accessed under the tasks of this contract, we will perform an assessment to identify the potential hazards will document and proper maintenance procedures, including LO/TO provisions. We will train employees annually in these procedures. Most equipment probably will require simple unplugging to accomplish energy control, but we will assess the potential for stored energy (i.e., batteries and capacitors). We will complete an annual program review and training according to OSHA requirements.

B.7.3 Office Ergonomics

We will give all SAIC Team employees assigned an office workstation office ergonomics training, which will provide our employees with the knowledge to identify and avoid ergonomic stress before they incur pain or injuries. This training will include workstation set-up and general preventative measures. The DSO proactively will perform or arrange for ergonomic assessments of employees at their workstations and in response to employee-identified issues, with a goal of 100% employee assessment.

B.8 REFERENCES

- Public Law 91-596, Occupational Safety and Health Act of 1970
- Title 29 Code of Federal Regulations Part 1904
- Title 29 Code of Federal Regulations Part 1910
- Title 29 Code of Federal Regulations Part 1910.1200, Hazard Communication
- Title 29 Code of Federal Regulations Part 1926
- Title 29 Code of Federal Regulations Part 1960
- Federal STD 313, Material Safety Data Sheets
- OSHA Publication 3088, How to Prepare for Worksite Emergencies
- OSHA Hazard Communication Standard (1910.1200)
- Engineer Manual 385-1-1, U.S. Army Corps of Engineers, Safety and Health Requirements
- NFS 1852.223-73 Safety and Health Plan
- NPR 8621.1A, NASA Mishap Reporting and Investigating Policy
- NPD 8710.1, Emergency Preparedness Program
- NPD 8710.2, NASA Safety and Health Program Policy
- NPG 5100.4, NASA Federal Acquisition Regulation Supplement
- NPR 8715.1, NASA Safety and Health Handbook—Occupational Safety and Health Programs with Change 2 (03/30/04)
- NPG 8715.2, NASA Emergency Preparedness Program Plan
- NPR 8715.3 NASA Safety Manual with Change 2 (03/30/04)
- NASA-STD-8719.11, NASA Safety Standard for Fire Protection
- GSFC GMI 1040.5, GSFC Emergency Management Program
- GSFC GMI 1040.6, GSFC Emergency Management Plan
- GSFC GMI 1152.9, Facilities Coordination Committee
- GSFC GHB 1600.1, Security Manual
- GSFC GMI 1700.2, GSFC Safety and Health Program
- GSFC GMI 1772.1, Center Smoking Policy
- GSFC GMI 1780.1, GSFC Confined Space Policy
- GSFC GHB 1790.1, Chemical Hygiene Plan
- GSFC GHB 8800.2, GSFC Environmental Handbook

APPENDIX A: APPROACH TO ACHIEVING AND MAINTAINING PEP LEVEL 5

PEP Element	Status	Supporting Rationale	Plan to Achieve a Level 5
Management Leadership and Employee Participation			
Management Leadership	4	SAIC management will communicate a clearly stated safety policy that is consistent with GSFC philosophy and policy. We will make a commitment to provide a safe workplace by conducting site inspections, incident reviews, and program reviews. Line management is responsible for implementing proactive safety performance objectives as part of annual evaluations. We will establish a S&H committee, including employee and management representation, in other NASA programs and form one for the SRT-DMT contract. We will provide adequate support and resources to conduct occupational S&H activities. <i>Applicable Safety and Health Plan Section: 1.0</i>	To achieve a Level 5 rating, the SAIC Team will document management leadership activities such as assigning responsibility for S&H, ensuring accountability in line management performance plans, establishing contract S&H goals, including safety as an agenda item at regular meetings, and performing an annual assessment of the S&H program. These activities will take place during the first 12 months of the contract.
Employee Participation	4	Employees will have a wealth of resources and knowledge to participate in S&H activities based on the variety and volume of health-related activities we perform under the SRT-DMT contract. We will document these in the S&H Plan and make them readily accessible. We also will inform employees of their stop work rights. <i>Applicable Safety and Health Plan Section: 1.4</i>	To achieve a Level 5 rating, the SAIC Team will document all employee involvement activities such as participation in safety training, workplace inspections, and reporting procedures for adverse S&H conditions. We also will ensure that employees understand their OSHA rights and their right to stop work. We will select and train employees to participate in audits, program reviews, and to serve as SRT-DMT safety representatives on the S&H committee. In the initial months of the contract we will establish committees, develop audit schedules, and train employees. These activities will take place during the first 12 months of the contract.
Implementation Tools	4	We will provide adequate budget and personnel resources for the S&H program. We will establish written safety procedures and policies in this S&H Plan and update them according to changes in processes, tasks, and/or applicable requirements and regulations. We will provide online access to the S&H Plan through our Web-based information system for access to all SAIC Team employees. Management, using the Web-based information system, will keep all records for at least 3 years, or longer if required by regulation. <i>Applicable Safety and Health Plan Sections: 1.5.6, 1.9, and Appendix B</i>	We will implement and effectively use all tools identified in this plan and related resources, such as the Web-based information system. We will continually examine these tools and modify them as necessary to improve their effectiveness and examine and adapt new tools that apply to the SRT-DMT mission. We will document all these resources, including funding, personnel, accountability systems, and program reviews. We will explore the utility of publishing a safety handbook guide for our team members. These activities will be completed within the first 12 months of the contract.
Contractor Safety	4	Our contractor team member has an excellent S&H record. We will use our contractors' safety performance as a selection criteria, such as OSHA 300 logs, workers' compensation experience modifiers, OSHA violations, and the existing safety program as evaluation tools. We expect all contractors to operate safely. <i>Applicable Safety and Health Plan Section: 1.7</i>	We require all contractors to meet all relevant S&H standards and requirements, including the requirement to participate in existing S&H activities in the teaming agreements. We will continuously evaluate the S&H performance of our contractors and will include safety as a technical management review item. These activities will take place during the first 12 months of the contract.

PEP Element	Status	Supporting Rationale	Plan to Achieve a Level 5
Workplace Analysis			
Survey and Hazard Analysis	4	The SAIC Team is committed to conducting job safety analyses and inspections for complete coverage of contract operations. Other SAIC Teams currently perform these activities, along with quarterly safety inspections of all company workspaces, and track all items to closure using an audit tracking system, our Web-based information system. When required, we will track them through GSFC systems. We encourage employees to identify hazards in the workplace. <i>Applicable Safety and Health Plan Section: 2.0</i>	To achieve a Level 5 rating, the SAIC Team will effectively implement and document the survey and hazard analysis process to support GSFC and contract initiatives. We will perform and document a job safety analysis of all processes and work practices. We will involve certified S&H professionals to conduct baseline facility surveys, PEP assessments, industrial health surveys, etc., of contract spaces. We will document findings and take corrective action in a timely manner. Management will be accountable for such actions. Surveys will be conducted within the initial months of the contract and all activities will be completed within the first 12 months of the contract.
Inspection	3*	All activities listed above in "Survey" apply. Certified safety professionals and trained employee representatives will inspect all contract spaces quarterly. We will use standard checklists and audit forms to document key findings and observations. <i>Applicable Safety and Health Plan Section: 2.2</i> <i>* Highest rating possible prior to contract phase-in.</i>	To achieve a Level 5 rating, we will establish inspection schedules and begin inspections in the initial months of the contract. We will select and train employee representatives to participate in audits and inspections. We will document findings and corrective actions for initial inspections and make them available to employees and management. We will analyze results and identify trends for management review and action and identify focus areas for continuing improvement. All activities will take place within the first 12 months of the contract.
Mishap and Record Analysis			
Mishap Investigation	3*	We have established procedures within this S&H Plan to investigate all OSHA recordables, first aid, and NASA type A, B, and C mishaps. Other SAIC programs currently investigate all incidents, identify root causes, and develop action plans to prevent recurrence. We will present this information, along with close call and hazard reports, to the employee safety committees, who will make it available to all employees. Managers and area functional leads are responsible for conducting investigations, which will be reviewed by qualified S&H professionals. <i>Applicable S&H Plan Section: 3.0</i> <i>* Highest rating possible prior to contract phase-in.</i>	To achieve a Level 5 rating, the SAIC Team will fully implement applicable plan procedures and ensure that all incidents, whether near-miss or lost-time, are thoroughly investigated and reported according to GSFC, NASA, and OSHA requirements. We will track injury and close-call trends using processes proposed in this plan and used in other company divisions. These procedures will become effective immediately upon contract initiation. Monitoring of the investigation process will take place during the first 12 months of the contract.
Data Analysis	3*	Contract management is accountable for S&H and is, therefore, interested and responsive to data resulting from injury and close calls. Line management will communicate audit findings, mishap trends, and other S&H information directly to employees and also will make it available through the Web-based information system. We will use databases established for tracking audit findings to identify potential mishap sources and track identified safety deficiencies to closure. <i>Applicable S&H Plan Section: 3.2</i> <i>* Highest rating possible prior to contract phase-in.</i>	To achieve a Level 5 rating, we will document all mishap statistics and provide them to NASA monthly. We will analyze this data to generate meaningful reports that can be used to improve S&H and reduce potential workplace hazards. We will analyze and communicate them to management and employees quarterly and to NASA upon request or as contractually required. We also will trend audit findings to measure program effectiveness and develop action plans to eliminate hazardous conditions. We will identify and evaluate all hazardous operations and exposures. These activities will be ongoing during the first 12 months of the contract.
S&H Training	3*	The SAIC Team has an effective S&H training program in place at NASA Headquarters, one that has repeatedly passed government performance audit, and we will implement a similar plan on the SRT-DMT contract. We will use certified S&H professionals with appropriate expertise to provide employee safety training. Training will include procedures to report injuries and notify management of hazards, OSHA standards, and employee rights under OSHA. We will document S&H training, including safety training, in the online training information system in our SAIC Web-based information system. Currently, management is responsible for establishing training plans consistent with employee job tasks. <i>Applicable Safety and Health Plan Section: 1.0.</i> <i>* Highest rating possible prior to contract phase-in.</i>	To achieve a Level 5 rating, we will implement for SRT-DMT employees successful training and tracking systems that we currently use in our other SAIC divisions. New employee training will include S&H and it will be documented. Training will be conducted by S&H professionals with specific experience in areas such as lock out and tag out, fire safety, hazard communication, emergency response, and other components relevant to the SRT-DMT mission. Management will develop training plans that specifically address each employees' needs as appropriate based upon job tasks and job hazards. These activities will take place and be developed further during the first 2 months of the contract.

APPENDIX B: SAIC HAZARD ASSESSMENT FOR LOCAL OFFICE

Environmental Compliance and Health and Safety Questionnaire

Date:

Location No. #

Division Number

Group Number

Task Manager(s)

Completed By:

1. Does your location:

Yes

No

a. Use or store hazardous chemicals or hazardous substances (e.g., materials with an MSDS)?

b. Generate or dispose of hazardous waste?

c. Use or transfer radioactive materials or devices that contain sources of radioactivity?

d. Use lasers?

e. Use shop tools, equipment, or machines?

f. Operate powered industrial trucks (e.g., forklifts, motorized hand trucks, etc.)?

g. Operate motor vehicles as a principal part of their employment?

2. Are SAIC employees under your supervision involved in:

Yes

No

a. On-site work at nuclear facilities?

b. On-site work at environmental remediation sites?

c. Emergency response activities for hazardous substances or hazardous chemicals?

d. Asbestos related activities?

e. Work involving exposure to hazardous substances or radiation?

f. Work involving exposure to airborne contaminants or use respirators and SCBA?

g. Entering confined spaces for any reason?

h. Diving operations?

i. Work with exposure to hazardous energy sources (e.g., electrical, hydraulic)?

j. Laboratory work?

k. Work for which protection must be worn for eyes, face, head, feet, hands, or ears?

l. Activities involving task management or receipt of hazardous materials (e.g., paints, solvents, aerosols, preservatives, etc.)?

3. Does your location have:

Yes

No

a. An EPA hazardous waste generator identification number?

b. Any air discharge permits (e.g., spray paint booths, vapor degreasers)?

c. Any water discharge permits (e.g., industrial waste)?

d. A radioactive materials license from a state or the U.S. Nuclear Regulatory Commission?

Are there other environmental, health or safety exposures associated with your division's work activities not covered by any of the above questions?

4. If you gave an affirmative answer to any of the above questions, please indicate: 1) whether an environmental compliance and H&S program has been implemented to control the identified risks; and 2) who has been assigned to implement the program. In accordance with SAIC's EC&HS Policy Statement, each location is required to have a local EC&HS official who is responsible for developing and implementing an EC&HS program that satisfies the requirements outlined in the corporate EC&HS program. Please identify below the individual(s) assigned this responsibility for each location(s) covered in your responses to this questionnaire.

Yes

No

5. Does your location have a Corporate EC&HS Manual?

Comments:

Return completed form to:

Gary Waggoner
4224 Campus Point Drive
MS B-2 Loc. 291
San Diego, CA 92121

APPENDIX C: EMERGENCY ACTION PLAN

General. Employees should immediately report all fires, medical emergencies, and bomb threats to their group leads or the DSO and the local emergency services: Dial—911.

The building evacuation will be signaled by voice command, fire alarm, or public address system. Employees may not reenter the building until an “all clear” signal is received. For on-site locations, only the contracting officer and/or GSFC Safety and Environmental Branch personnel may give the all clear signal. Off-site, the DSO, task manager, task leader, or facility safety representative will signal all clear by voice command.

Employees will evacuate from the immediate area in which a fire or medical emergency has taken place and from adjacent areas that may be endangered by the occurrence. Group leads will report head counts to the program manager to ensure 100% accountability.

When an incident is so severe that it may endanger a major portion of the building or involve the entire building, the entire facility will be evacuated.

The DSO will create a staff recall roster to ensure that all staff members, including subcontractor team members, are accounted for in an evacuation or emergency. The DSO also will use the recall roster to notify all staff members of an upcoming event or drill. The roster will highlight key safety or management staff. It is the DSO’s responsibility to keep the roster current. Recall authority rests only with the task manager.

Responsibilities

- A. Program manager and group leads will:
1. Conduct employee training as described in section Employee Education and Drills. Record training events, with the names of employees trained, date, type/purpose of training, and name of task leader and trainer.
 2. In the event of an emergency, order the evacuation of employees.
 3. Account for employees and report results to local emergency service agencies.
- B. Designated Safety Official

1. Complete the required information on the Emergency Quick Reference forms and distribute to employees and team members.

Sample Emergency Quick Reference Form. The information cited here is a quick reference emergency action form. The SAIC Team DSO will tailor the form to the specific site he or she is responsible for and will distribute the form to each employee. Here is a sample form:

1. Construct an emergency escape diagram for each SAIC occupied building titled, Evacuation Routes and Meeting Areas, showing evacuation routes, emergency equipment, and a designated meeting area in case of building evacuation.
 2. Ensure that all employees have been trained in emergency procedures, complete an annual drill, and document the training. Drills may include basic evacuation, shelter in place, severe weather response, or security event. Record training events at least with the names of employees trained, date, type and purpose of training, and name of responsible task leader and trainer.
- C. Employees
1. Report emergencies promptly.
 2. Stay out of an area that has been evacuated until an “all clear” has been given in accordance with the general section of this evacuation procedure.

Emergency Reporting

- A. In the event of a fire or medical emergency, dial: 911, and follow these directions.
1. State your name and exact location of emergency.
 2. State the nature of the emergency (e.g., fire).
 3. Stay on the line unless an immediate evacuation is necessary.
- B. If necessary, evacuate an injured individual to the health center for professional first aid care.

Evacuation Procedure

- A. When an S&H official gives instructions to evacuate the area or building, employees will:

1. Shut down equipment that, if allowed to run, may create a hazard or cause damage if left unattended;
2. Close all doors to work areas;

In Case Of Emergency	
Emergency Telephone	Dial "911" or _____ (insert telephone number).
Fire	<ol style="list-style-type: none"> 1. Evacuate immediate area. 2. Dial emergency number. 3. Attempt to control fire if safe to do so.
Medical	<ol style="list-style-type: none"> 1. Do not move victim (except for safety reasons). 2. Dial emergency number.
Hazardous Material Event	<ol style="list-style-type: none"> 1. Evacuate immediate area. 2. Dial emergency number. 3. Contact the local safety officer at (insert telephone number).
EVACUATION SIGNAL: (identify signal, such as voice, fire alarm, or broadcast over public address system)	

3. Exit the building in an orderly manner by the nearest and safest evacuation route and meet at the designated meeting area. Follow the posted Evacuation Routes and Meeting Areas, for evacuation routes and designated meeting area(s):

Fire wardens will post a building diagram indicating evacuation routes and meeting areas is posted throughout the building. Fire wardens will assist supervisors to ensure employees are aware of building emergency procedures, routes, location of emergency equipment (fire extinguishers, alarm pull box, etc.) and the designated meeting area for evacuation accountability.

4. Remain in the meeting area until an S&H official signals "all clear" or a management decision is made to leave the area.

Fire

- A. An employee who discovers a fire will report or direct another employee to report the fire and its exact location to emergency services by dialing 911.
- B. Only trained employees (i.e. fire wardens) in the vicinity of a fire may attempt to extinguish the fire with available extinguishers, and only if it can be done safely when, or after, the emergency services have been notified.
- C. All other employees must leave the area by the nearest and safest evacuation route in an orderly

manner and gather at the designated meeting area.

Bomb Threat

- A. An employee should take the following actions in response to a bomb threat:
 1. Obtain as much of the following information as possible:
 - a. Location of bomb (building, area, room, and other details)
 - b. Time bomb is set to go off
 - c. What it looks like (whether it is concealed or in the open)
 - d. How it got into the office.
 2. Attempt to identify the caller's gender, knowledge of the building, and accent
 3. Attempt to identify background noise
 4. Notify the program manager or your group lead when the call ends. Do not talk to anyone else about the call except as instructed by your supervisor or CM.
- B. The program manager or group lead, working in conjunction with local authorities, will determine whether to evacuate the building.

Employee Education and Drills

- A. The task leader is responsible for training employees in emergency procedures. The DSO will coordinate the training for the SAIC SRT-DMT Team and will assist the group leads. The group lead will possess a thorough understanding of reporting, actions, and evacuation procedures to avoid confusion during an actual emergency.
- B. SAIC, NASA, and subcontractors will train employees annually and new hires and temporaries at the time of initial assignment. Group leads will document the training.
- C. Annual employee training is documented which is kept in a training file with a copy forwarded to the DSO. New hires and temporary employees' training is documented on the EC&HS Orientation Acknowledgment or similar document, which is then kept in a training file, with a copy forwarded to the DSO.
- D. Training shall focus on:
 1. Immediate action to be taken in the event of a fire or medical emergency

2. Identification of equipment in a work area that is to be shut down in an emergency, if it can be done safely
3. Location of fire extinguishers and any other emergency equipment in the employees' work area, exits, gathering areas, and roll call procedures
4. The method by which employees will be notified of an emergency
5. Identification of evacuation routes and designated meeting area.



Hazardous Material Event

In the event of a spill or an activity resulting in the potential exposure of people directly or indirectly to hazardous material:

- A. Evacuate the immediate area and isolate it if possible
 - B. Dial 911
- Contact the DSO (who will refer to SAIC's EC&HS Procedure 24, Regulatory Agency Inspections and Incident Reporting, and the SFAO safety office for additional requirements, as applicable.

NNG06HX03C

**SUPPORT SERVICES TO THE SOUNDER RESEARCH
TEAM (SRT) AND DATA IMPACT AND MODELING
TEAMS (DMT)**

CONTRACTOR SURVEILLANCE PLAN

ATTACHMENT E

APPENDIX G. SURVEILLANCE PLAN [H.13; L.13.3(c); M.4(c)]

SAIC's Surveillance Plan provides the government with insight and visibility into our performance on the Sounder Research Team/Data Impact and Modeling Team (SRT/DMT) scientific support services contract, while defining approaches to ensure that information is available at all levels of management. This plan defines policies and procedures to ensure that performance is understood, measurable, accurate, and easy to evaluate; defines the level, frequency, and method of internal surveillance; and describes our method for identifying and correcting deficiencies. Our Surveillance Plan is formulated to ensure that task metrics are easily and cost effectively evaluated each month. This plan is generated for NASA Goddard Space Flight Center (GSFC) Contract NNG06HX03C, and is applicable to all SAIC employees and our subcontractors charging to that contract. The features and benefits of our Surveillance Plan are as follows:

associated with the Surveillance Plan. iSTARS, developed by SAIC, is a secure password-protected, online repository for managing task orders, task plans, periodic contract deliverables, customer surveys, and other contract documentation. iSTARS is password protected at various levels (e.g., management, project staff). Accordingly, the program manager (PM), customers, and SAIC business office have access to certain documentation (including financial plans and reports), while project personnel have access only to technical documentation (e.g., task orders, task plans, and monthly and quarterly reports). iSTARS allows grouping and sorting of contents by type, date, or associated task, and offers additional grouping capabilities as necessary. Changes to iSTARS content are centrally managed to preserve the integrity of the information.

G.2 Surveillance Plan Policy and Procedure

G.2.1 Introduction

The objective of the Surveillance Plan is to ensure compliance with all contract requirements and provide a mechanism by which we regularly monitor quality and quickly correct deficiencies. We will use the Surveillance Plan to verify that customers are receiving value for our services, ensure a high level of customer satisfaction, and provide feedback to the functional support areas to promote continual improvement. Our method incorporates internal surveillance and customer feedback. Key elements of our plan are: focus on quality and timeliness of performance; minimal intrusion; and use of information technology to enhance and streamline communication.

G.2.2 Maintaining the Plan

This plan will be incorporated into the contract after Contracting Officer approval. We will review and update this plan annually. The government can request changes to the plan at any time to respond to changing requirements, new objectives, or desired improvements.

Features	Benefits
Approach proven to be nonintrusive and cost effective in an environment of diverse tasks of varying size	Focuses on the technical work rather than on administrative tasks, resulting in more dollars for science
Information available at all levels (contract, technical area, and task), allowing corrective action at the right level	Provides insight and visibility into contract activities and ensures that NASA receives the services for which it has contracted
Well-established surveillance techniques based on ensuring accuracy and usefulness of reported results	Ensures that NASA receives the services for which it has contracted
iSTARS Web site is in place and easy to use	Ensures both availability and security of performance information
Summary reports at all levels clearly report performance against pre-defined performance metrics	Facilitates government performance evaluation

G.1 Information Management and Security

SAIC will use iSTARS as a repository for all contract deliverables and documentation

G.2.3 Roles and Responsibilities

The PM, group leads (GL), our business office, and individual employees all will have integral roles in executing this plan.

The program manager will establish the surveillance program and, with the assistance of the GLs, will review the results monthly, instituting corrective actions as required. The PM will interface with the government contract and technical officers to ensure that insight into our performance is always available. We will provide further analysis of any metric at the government's request. We will hold a formal monthly meeting to discuss issues associated with the surveillance data. Additionally, the PM will:

- Coordinate changes in this plan with the contracting officer's technical representative (COTR) and contracting officer
- Ensure that processes are fully deployed and implemented as documented
- Institute program reviews to test compliance
- Approve all corrective action plans
- Ensure that our processes are effective in providing the expected results

The PM and GLs will be responsible for surveillance execution and reporting. Specifically, the program manager and group leads will:

- Identify appropriate surveillance procedures and monitor activities
- Conduct internal inspections and reviews of work according to the level and frequency established during task planning
- Verify the completion of all deliverables and scheduled milestones
- Conduct customer satisfaction surveys and compile the results of peer or customer reviews and product tests
- Review the monthly metrics for trends that would indicate the need for a corrective action, and develop corrective action plans as required
- Identify and report all potential risk areas, identify the factors that contribute to

occurrence of each risk, document specific procedures for monitoring each identified risk factor, and take the necessary steps to prevent its occurrence.

The SAIC General Sciences Operation business office, under the direction of the operation manager, will be responsible for administering the Surveillance Plan. Administration will include collecting, analyzing, and summarizing data, and preparing self-evaluation reports in conformance with NASA's evaluation plan. The business office will collect and distribute monthly metric reports to both SAIC Team management and government personnel.

Individual employees will support the Surveillance Plan by informing the group lead or program manager about potential deficiencies and participating in our continuous quality improvement efforts by suggesting ways to better perform specific tasks.

G.3 Methods of Internal Surveillance

Establishing and executing internal surveillance methods consists of four major steps: (1) conducting performance requirements analysis; (2) monitoring performance; (3) reporting; and (4) executing corrective actions. We will take these steps for all tasks. We will initiate performance requirements analysis upon receipt of the task order, prior to the submission of the task plan. We will monitor performance and report metrics monthly. We will immediately take corrective action when internal surveillance indicates performance problems or potential risks (see Section G.4, Identifying and Correcting Deficiencies).

Performance Requirements Analysis. Our approach to task surveillance will be reflected in the task plans we provide in response to a task order. We will maintain and update these plans as required. The GL and task leads will ensure that the requirements and performance standards stated in the task order are well understood before preparing the task plan.

Developing meaningful performance monitoring for a task requires a thorough knowledge of its technical requirements and a detailed understanding of what the assistant technical representative (ATR) considers critical to fulfilling those requirements. Our GLs will review proposed metrics with their government counterparts to ensure that critical priorities are identified and evaluated. If the requirements and performance standards stated in the task order are clear, meaningful, and complete, we will state this in the task plan. Otherwise, we will work with the government to refine or restate the requirements and/or standards. We will document any clarifications in our task plan. Once this process is complete, our GL will choose the surveillance method best suited to monitor our performance in executing the task.

The method of internal surveillance will depend on the task requirements and performance standards. The primary methods for monitoring *technical performance* will be:

- *Inspection*—used when the quality of the products and services can easily be assessed and when the performance requirements are stringent. Inspection may be 100% (i.e., all products and services are inspected), but usually will involve random sampling or will be limited to critical items.
- *Peer Review*—most appropriate for technical papers, algorithms, engineering design documentation, or software code when a technical assessment of quality requires inspection by a knowledgeable and objective reviewer.
- *Test*—used for processes or products that can be evaluated for quality through formal or informal testing. Testing is an excellent method for assessing quality of software and hardware products.
- *Statistical Tracking*—used to assess performance where services or products are delivered frequently (e.g., administrative support or help desk services). We will automate statistical tracking when practical.

- *Subjective Assessment*—used only when the technical requirements result in a product or outcome that cannot be objectively measured, such as the quality of scientific analysis or determination of whether a paper contributes significantly to technical understanding of a subject. Customer surveys fall into this category.

We may develop other methods to monitor performance standards that do not fall into one of these categories. We will institute additional methods only after review by the program manager and with the government's concurrence.

Areas to be inspected. SAIC will monitor all areas listed in the government's Performance Evaluation Plan, including technical; schedule; cost; personnel management; property management; safety and security; and risk management.

Level and Frequency of Internal Surveillance. Once we have chosen the method of monitoring, we will determine the level and frequency for each task and document it in the task plan. In most cases, it is impractical and too costly to inspect or evaluate all products and services. Our goal is to monitor at a level and frequency that can realistically assess performance without interfering with the work process or adding cost. At a minimum, we will monitor at a level and frequency that provides sufficient data to support the performance standards stated in a task order.

We will use one of the above monitoring methods to evaluate schedule performance. We will develop goals for all tasks with scheduled deliverables or activities that must be performed within a certain time period, using contractor productivity as basic criteria. For scheduled programs, we will plan and track all milestones and work progress. In consultation with NASA, we will establish appropriate schedule granularity at task initiation. Schedule criteria may include completing a task within a certain number of

days or hours, producing a certain number of products within a time period, or responding to an event by a given deadline. As required in each of these cases, we will define acceptable deviations or implement a simple pass/fail evaluation procedure. The product must pass the quality evaluation before it can be claimed as completed against a schedule baseline. We will derive schedule baselines from the delivery dates and other schedule criteria stated in a task order. Usually we will document schedules using a project planning and tracking tool such as MS Project. We will update the schedules monthly or as milestones are met.

Cost and contract management performance metrics are presented below. The program manager, division manager, contracts manager, and operation controller will review these metrics monthly to ensure timely detection and correction of cost and contract management problems. We will report these metrics monthly in the 533m reports.

SAIC will collect and report the following cost metrics on a monthly basis:

- Negotiated estimated cost and hours versus actual accrued cost and hours
- Percent overrun/underrun.

SAIC will collect and report the following contract management metrics on a monthly basis:

- Subcontracting percentage by SB, SDB, WOSB, VOSB, SDVSB, and HUBZone
- Staffing EEO compliance.

We will collect and report customer survey metrics annually. We will be inspected and report semiannually government property management, adherence to the safety and health plan, and adherence to the IT security plan.

Performance Monitoring. The group lead will have primary responsibility for monitoring performance during task execution. If the group lead uncovers a negative trend or potential technical, schedule, or cost risk, he/she will develop an immediate

corrective action plan and review it with the program manager. In some cases, monitoring against established performance standards may be insufficient to completely or accurately evaluate task performance: it may be necessary to modify the monitoring method or performance standards. If a change in performance standards is indicated, we will recommend that the task order be modified. Once the change is approved, we will re-analyze the performance standards and develop modified surveillance methods.

Reporting and Review. Our surveillance approach is based on ensuring insight and visibility into task activities to all levels of contractor and government management through all phases of task execution. Our approach emphasizes flexibility, responsiveness, and communication. Embedded in our approach is frequent face-to-face communication with the COTR, contracting officer, and ATRs, along with formal monthly reporting. We will include the results of internal task surveillance in our contractor monthly and quarterly progress reports and our performance period contractor self-evaluation reports, and will be presented at the performance evaluation board (PEB) annual program performance review.

We will format *contractor monthly and quarterly progress reports* to facilitate assessment of performance against the task requirements and performance standards. We will present a summary of task performance over the previous month at the contract level, followed by a technical summary of the individual tasks. The data presented will be specific and detailed to the level required by the task order. For each performance standard, we will state whether the minimum, target, or maximum standards were met. We will not omit performance requirements or standards from the task report. We will explicitly state if we have not met a schedule item or performance target, and explain the reason in our report. The program manager and the division

manager will review the reports prior to our delivery to NASA.

We will format *contractor self-evaluation reports* to facilitate assessment of performance against the task requirements and performance standards for the respective evaluation period. The reports will address all the criteria stated in the government's Performance Evaluation Plan (PEP), including task technical performance, personnel management, thoroughness, safety and security, and risk management. We will include individual task and overall contract scores based on our self-assessment, and customer survey results (**figure AppG-1**) with a qualitative rating that maps to an *overall customer satisfaction score*. The data we present will be specific and detailed to the level required to give the government insight into our performance against the respective task metrics. The program manager and division manager will review the reports prior to delivery to NASA.

G.3.1 Contract Performance

Our approach of putting every task into iSTARS allows for easy roll-up of task data into both functional- and contract-level reports. These roll-ups allow us to establish, at the contract level, specific measurement metrics that can be easily used by the government as part of its performance evaluation. The *key performance metrics* to be reported at the contract level are:

- *Programmatic data*—financial, schedule, staffing, and efficiency based on data collected monthly.
- *Strategic objectives*—established by the government to focus the contractor on meeting goals such as gaining new skills or improving infrastructure. These metrics are used to align the contractor with the government's strategic objectives.
- *Customer satisfaction*—results of the customer surveys (**figure AppG-1**).
- *Other*—quantitative metrics on security, safety and health, small business goals, and timeliness/accuracy of required contract-level reports.

G.3.2 Task Performance

In evaluating goals for quality, schedule, and cost criteria, we will recommend targets that result in the outcome desired by the ATR, but do not raise the costs above "best value." We will strive to establish criteria that are objective. For cases in which the criteria must be subjective, we will ensure that a clear definition of what constitutes acceptable, unacceptable, and exceptional performance is agreed upon by all parties prior to task start.

G.3.3 Customer Survey

We will conduct a customer survey at least once during each performance period. **Figure AppG-1** shows the customer survey form proposed for this follow-on contract. The survey is designed to capture important metrics that will: (1) assist SAIC in targeting areas for improving performance, (2)

Your Satisfaction Is Our Top Priority

We are very interested in knowing how satisfied you are with our work. Because your feedback can help us serve you better, please answer the following questions and e-mail this form to our program manager at TBD.

Please score the following categories according to how well you think we perform in the following areas. (Put a checkmark in one box for each category.)

	1	2	3	4	5	6	7	8	9	10
Deliveries—Products and services are complete and of high quality.										
Timeliness—Products and services are delivered on schedule.										
Communication with SAIC personnel is open, honest, accurate, and timely.										
Responsiveness—SAIC personnel give prompt support and adapt well to change.										
Initiative—SAIC personnel proactively address issues, suggest realistic alternatives, and recommend solutions.										
Overall how do you rate our performance?										
What improvements would you most like to see in the near term? (Optional)										
Additional comments:										
Which reporting period are you evaluating? (dates)										
Name:										
We appreciate your response!										

Figure AppG-1. Customer Satisfaction Survey

assist the government by including metrics that can map easily to an award fee score.

- *Data collection*—We will distribute the basic survey either electronically or in hard copy, depending on the preference of the ATR, with mechanisms in place to e-mail or deliver the completed form back. The completed survey will go to the program manager and he will tabulate data as it is

received. Additionally, we will conduct more in-depth interviews for unfavorable responses if the customer agrees.

- *Security*—We will retain all forms in a single location in iSTARS, and only those with a need to know will have access.
- *Rationale for Questions Used*—The questions are intended to emphasize quality, timeliness, and suitability of the support provided. We chose the categories—

Deliveries, Timeliness, Communication, Responsiveness, and Initiative—based on the PEP, and our understanding of our SRT/DMT/Hydrological Sciences Branch (HSB) customer's needs and expectations.

- *Results Summary*—We will tally the number of favorable and unfavorable replies (or scoring) in each area, and summarize them both in adjectival rating (excellent, good, fair, etc.) and score rating (point score from 1 to 10).

G.4 Identifying and Correcting Deficiencies

A primary purpose of the internal surveillance program is to provide an indicator as to when corrective actions must be taken and a method for assessing the effectiveness of those corrective actions. Corrective actions may be taken by the group lead immediately upon detection of a negative occurrence or trend, or may be directed as the result of his program review. Corrective actions fall into four categories:

- *Task Performance Modification*—Action taken when it is determined that performance on a task is not meeting technical requirements or performance standards. The action may be a change in processes, staffing, management, or any other contributing factor.
- *Task Monitoring Modification*—When monitoring methods are not sufficiently assessing task performance, we will make the necessary changes to the monitoring approach. This may involve a change of method, degree, or frequency of monitoring.
- *Performance Standards Modification*—If SAIC or the government determines through evaluation that the performance standards stated in the task order do not effectively or completely address task performance, we will request a change to the task order and we adjust our surveillance approach accordingly.
- *Task Requirement Modification*—Changes in priorities, resources, or scope of work occur often during the course of task execution. If the program manager determines that the task order no longer

reflects NASA's requirements, we will request a modification to the task requirements. Any changes will result in a reanalysis of the surveillance plans for that task.

We will review the results from task surveillance monthly, at the program manager's program performance review meeting. We will review both technical and cost performance at this meeting. Before the meeting, we will distribute a corrective action plan, prepared by the group lead and task leads and approved by the PM, for any task where the metrics indicate unsatisfactory performance. If the performance problem is the result of a personnel or staffing issue, staff may be reassigned, trained, counseled, or disciplined, or the staffing mix may be modified. If the cause is a process or programmatic problem, the task's technical team will assemble to institute appropriate performance improvement initiatives.

G.5 Risk Management

For a project of this size, scope, and degree of interdependencies, risk management is a critical function. SAIC incorporates risk management in every facet of our surveillance strategy so we can identify early, communicate openly, and address proactively all programmatic risks (technical, schedule, cost, safety, security, property control and maintenance, etc.). SAIC's approach to risk management includes the following areas:

- *Task planning*—In our task order responses, SAIC will identify risks associated with the particular task and our plan for mitigating those risks. This has the benefit of communicating known risks to the customer at all levels at the start of the task or task period, and allows for modification to the requirements or performance metrics based on those risks. It also allows for evaluation of SAIC's ability to manage risks throughout the task period.
- *Task reporting*—Our monthly and quarterly reports will include a section on problems and risks; any risks identified will have an associated mitigation plan. A detailed

description of our risk management approach can be found in Section 3.5 of this proposal. In addition, our self-evaluation reports will address how SAIC handled risks during the task period in a way that will assist the government in evaluating our responsiveness, thoroughness, and communication.

- *Formal and Informal Verbal Communication*—We will address risk identification and mitigation during informal work discussions and regular meetings to involve the entire project staff in risk management and to keep our customers fully informed. The benefit will be that staff members at all levels will think beyond their individual task assignments and consider the interdependencies of the work they are doing.

NNG06HX03C

**DIRECT LABOR RATES, INDIRECT RATES, AND AWARD
FEE MATRICES**

ATTACHMENT F

**NNG06HX03C
ATTACHMENT F**

1. PRIME DIRECT LABOR RATE MATRIX (For All Task Orders):

The Contractor shall not exceed the rates as specified below for pricing all task orders contemplated or issued in accordance with Clause H.9, *Task Ordering Procedure* and Clause B.11, *Supplemental Task Ordering Procedures*. Any task orders issued in accordance with Clauses H.9 and B.11 will be applied to the guaranteed minimum quantity and maximum quantity as provided in Clause B.2.

SAIC Labor Rates

	CONTRACT YEAR 1 *HR RATE	CONTRACT YEAR 2 *HR RATE	CONTRACT YEAR 3 *HR RATE	CONTRACT YEAR 4 *HR RATE	CONTRACT YEAR 5 *HR RATE	CONTRACT YEAR 6 *HR RATE
1 Program Manager						
2 Lead Software Engineer						
3 Senior Software Engineer						
4 Software Engineer						
5 Junior Software Engineer						
6 Research Coordinator						
7 Principal Support Scientist						
8 Senior Support Scientist						
9 Support Scientist II						
10 Support Scientist I						
11 Lead Scientific Programmer/Analyst						
12 Senior Scientific Programmer/Analyst						
13 Scientific Programmer/Analyst						
14 Scientific Programmer						
15 Junior Scientific Programmer						
16 Lead Systems Administrator						
17 Senior Systems Administrator						
18 Systems Administrator						
19 Junior Systems Administrator						
20 Technical Documentation Specialist						
21 Senior Technical Assistant						
22 Technical Assistant						
23 Junior Technical Assistant						
24 Division Manager						
25 Project Controller						
26 iSTARS Administrator						

(b)(4)

***HR = Hourly Rate: These are not-to-exceed rates for pricing prime contractor task orders. The Contractor may propose lower rates when pricing task orders.**

2. Prime Indirect Cost Rate Matrix (For All Task Orders)

The Contractor shall not exceed the bid rates as specified below for pricing all task orders contemplated or issued in accordance with Clause H.11, Task Ordering Procedure and Clause B.11, Supplemental Task Ordering Procedures (see Clause B.3, Limitation of Indirect Costs, for ceilings on reimbursement of indirect costs). Any task orders issued in accordance with Clauses H.11 and B.11 will be applied to the guaranteed minimum quantity and maximum quantity as provided in Clause B.2.

INDIRECT EXPENSES	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
On-Site Overhead (34B)						
Off-Site Overhead (160A)						
Off-Site Overhead (9H)						
Off-Site Overhead (5B)				(b)(4)		
Fringe Package 2						
General & Administrative Expense (G&A)						
M&S Overhead						

Aggregate Indirect Ceiling Factor On-Site:

Aggregate Indirect Ceiling Factor Off-Site:

(b)(4)

*CY = Contract Year

(Note: the Indirect rates provided herein in Attachment F are based on SAIC DCAA approved Forward Pricing Rates which SAIC is required to use for pricing purposes.)

3. Prime Award Fee Rate Matrix (For All Task Orders)

Award Fee Rate	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
Maximum Award Fee	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%

*CY = Contract Year

4. SUBCONTRACTOR: FUTURETECH CORPORATION

LOADED LABOR RATE MATRIX (For All Task Orders):

The Contractor shall not exceed the rates as specified below for pricing the subcontractor labor hours on all task orders contemplated or issued in accordance with Clause H.9, Task Ordering Procedure and Clause B.11, Supplemental Task Ordering Procedures. Any task orders issued in

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ATTACHMENT F

accordance with Clauses H.9 and B.11 will be applied to the guaranteed minimum quantity and maximum quantity as provided in Clause B.2.

Labor Category For Futuretech	*CY 1 HR Rate	CY 2 HR Rate	CY 3 HR Rate	CY 4 HR Rate	CY 5 HR Rate	CY 6 HR Rate
System Administrator						

(b)(4)

***CY = Contract Year**

HR = Hourly Rate: These are not-to-exceed rates for pricing subcontractor labor hours. The Contractor may propose lower rates when pricing task orders.

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INFORMATION TECHNOLOGY (IT) SECURITY PLAN

ATTACHMENT G

Note: The IT Security Plan is to be submitted within 30 days after contract award. The plan will be incorporated in the contract after it has been reviewed and approved by the Government.

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SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT H

APPENDIX F. SMALL BUSINESS SUBCONTRACTING PLAN

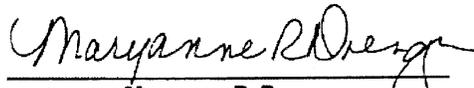


Small/Small Disadvantaged/Women-Owned/HUBZone/HBCU/MV/ Veteran-Owned/Service Disabled Veteran-Owned Businesses/JWOD Individual Subcontracting Plan

Including
Approved Master Subcontracting Plan Effective
01 January 2003 through 31 December 2005

Subcontracting Goals For
Prime Contract/Solicitation No.: NNG05080150R
SAIC Bid and Proposal No.: 06-6658-71-2006-003

Prepared By:

 9/23/05

Maryanne R. Drenga Date
Senior Subcontracts Administrator

Approved By:

 9/30/05

Frank L. Culbertson, Jr. Date
Business Unit General Manager

Approval Concurrence:

 9/26/05

Rochelle Lowe Date
Small Business Compliance Manager

F.I SUBCONTRACTING GOALS

- A. Prime Contract/Solicitation Number: NNG05080150R
SAIC Bid and Proposal Number: 06-6658-71-2006-003
Proposal Title: Support Services to the Sounder Research Team (SRT) and Data Impact and Modeling Teams (DMT)
When Awarded, contract to be reported under:
Group Name: Research, Development, Test and Evaluation (RDT&E)
Group No: 5 Business Unit No: 32 Division No: 6658
- B. Program Summary: Provide scientific support services in the areas of: the use of past, current, and advanced atmospheric sounding data for climate studies; assimilation of atmospheric sounding data and data from other current and future satellite instruments to improve numerical weather prediction and study atmospheric processes; and development of state of the art high spatial resolution general circulation models to improve numerical weather prediction, including hurricane track prediction.
- C. Subcontracting Plan Administrator:
Name: Maryanne R. Drenga
Employee No: 38145
Title: Senior Subcontracts Administrator
Address: 4600 Powder Mill Rd., Suite 400; Beltsville, MD 20705
Telephone No.: (301) 902-6023
Location No.: 0661
Business Unit No.: 32 Business Unit Manager Name: Frank L. Culbertson, Jr
Division No.: 6670 Group/BU Procurement Manager Name: Christopher C. Cobb
Group/BU Procurement Manager Employee No: 38399
- D. Contract Representative:
Name: Tania I. Martin
Employee No: 48701
Title: Contracts Manager
Address: 4600 Powder Mill Rd., Suite 400; Beltsville, MD 20705
Telephone No.: (301) 902-6026
Location No.: 0661
Business Unit No.: 32 Business Unit Manager Name: Frank L. Culbertson, Jr
Division No.: 6670
- E. Corporate S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD Business Liaison Officer:
Name: Rochelle Lowe
Title: Small Business Compliance Manager
Address: 10260 Campus Pt. Drive; San Diego, CA 92121
Telephone: (858) 826-7406 Fax: (858) 826-2693

F. Subcontracting Goal Summary*

	Distribution of Subcontracts	Amount	Percentage of Subcontracted Dollars	Percentage of Total Contract Value
1	Total Contract Value	\$19,000,000	N/A	100%
2	Total Dollars to be Subcontracted	\$3,420,000	100.0%	18.0%
2a	To Large Business	\$95,000	2.80%	0.5%
2b(1-8)	Total Small Business *	\$3,325,000	97.20%	17.5%
2b(1)	To Small Non-Disadvantaged	\$494,000	14.40%	2.6%
2b(2)	To Small Disadvantaged (5%)	\$2,736,000	80.00%	14.4%
2b(3)	To Small Woman-Owned (5%)	\$912,000	26.60%	4.8%
2b(4)	To HBCU/MI**	\$95,000	2.80%	0.5%
2b(5)	To HUBZone (3%)	\$456,000	13.30%	2.4%
2b(6)	To Small Veteran-Owned (Best Effort)	\$0	0.0%	0.0%
2b(7)	To Small Service Disabled Veteran-Owned (3%)	\$0	0.0%	0.0%
2b(8)	To JWOD	\$0	0.0%	0.0%

Goal requirements vary by agency

** NASA & DoD Require 1%

Note: If above categories are not utilized to the maximum extent required by law, you must provide an explanation or reason for the non or under utilization of S/SDB/WOB/HUBZone/HBCU/MI/VOB/ SDVOB/ JWOD businesses here:

The RFP specifies a goal of 17.5% of the total contracted value to be subcontracted to small business concerns For HBCU/MI, Small Businesses, Veteran and Service Disabled Veteran Businesses, SAIC has identified potential subcontractors for utilization depending on the nature of work to be assigned by NASA. SAIC will actively pursue opportunities to subcontract high technology work in atmospheric research with HBCU/MIs that have meteorology or atmospheric research departments. SAIC expects to compete all subcontracting activity to the fullest extent possible while promoting the use of SDB/WOB/HBCU/MI/ HUBZone/VOB/SDVOB and JWOD businesses. We have identified specialty subcontractors in areas such as operations, configuration management and web development that we intend to use if tasking allows.

F.2 PROPOSED DISTRIBUTION AND DESCRIPTION OF SUBCONTRACT AWARDS

Type of Award/Description	SB	SDB	WOB	LB
Single Source Items - *Description: ERT Futuretech HCI Serenetics				
Limited Competition - *Description: Necessary in the event of future purchase in which small disadvantaged business cannot be utilized.			(b)(4)	
C. Full & Open Competition - *Description:				
D. Restricted Disadvantaged Competition - *Description:				

Type of Award/Description	HUBZone	VOB	SDVOB	HBCU/MI	JWOD
A. Single Source Items - *Description: HCI					
B. Limited Competition - *Description: HBCU/MI with meteorology or atmospheric research department			(b)(4)		
C. Full & Open Competition - *Description:					
D. Restricted Disadvantaged Competition - *Description:					

(b)(4)

(b)(4)

F.2.2.1 Responsibility

Our program manager, Bob Rosenberg, along with our subcontracting plan administrator, are responsible for ensuring that SAIC meets the small business participation requirement. SAIC staff and corporate offices dedicated to small business subcontracting will support him in this effort. Even though our expected goal is 14.9%, SAIC will strive to achieve 17.5% subcontracted to small business with the help from staff and corporate offices dedicated to small business subcontracting.

It is SAIC's policy to ensure that small businesses have equal opportunity to compete for purchases, consistent with the efficient performance of business. Our small business liaison officer and the subcontracting plan administrator are chartered to ensure compliance with this policy.

It is the responsibility of the subcontracting plan administrator to provide support to the small businesses included in his or her plan. Some of the services provided are listed in Section F.2.2.3 through F.2.2.5. The subcontracting plan administrator has the ongoing relationship with the subcontractor for daily administrative activities. He or she assists the small business owner in all areas of administration.

F.2.2.2 Methods for Achieving Goals

SAIC policy and procedures require inclusion of small business sources on bid lists. An explanation of the absence of small business sources on any award is required. Specific and periodic review (at or above \$25,000) and approval by purchasing management ensures compliance with this requirement.

The following paragraphs describe SAIC's effort to ensure that small business concerns have equal opportunity to compete for subcontracts. SAIC corporate policy is stated in Procurement Policy and Procedures Section 12, Small Business Subcontracting Program. Our policy is to comply with all government regulations, including those concerning small businesses. This includes PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50, as well as Defense Federal Acquisition Regulation (DFAR) 219.705-4. SAIC applies the intent of these regulations to any company activity that offers purchasing or subcontracting opportunities.

We have established viable programs to effectively implement our small business program. Purchasing personnel are kept informed and current through ongoing department reviews and training programs. In addition, program and project managers are kept abreast of small business requirements at the proposal

development stage. Small business subcontractors are identified in proposals and, when tasked, used in the performance of prime contracts.

Buyer incentives for soliciting and awarding to small businesses are reflected in performance review standards for subcontracting plan administrators and buyers. Small business source lists are available to all purchasing personnel. Purchasing, quality assurance, and technical and financial staffs are available to assist in developing small businesses.

A purchasing representative is a member of all make or buy committees to ensure small business representation. For subcontracts involving research, we give HBCU/MI equal opportunity to compete, providing the requisite facilities and skills are available.

F.2.2.3 Implementation Methods

SAIC has prepared a comprehensive small business database that is used by all buyers and subcontract administrators in the development of sources for immediate requirements and at the proposal stage for future requirements. Additionally, actual awards included in the purchasing database use the NAICS for each purchased item. This access enables buyers and subcontract administrators to secure timely information on suppliers providing various goods and services.

In addition to internally developed source identification mechanisms, SAIC also uses source lists made available by agencies, states, associations, and trade organizations. These lists are available to all purchasing personnel and include the following:

- Central Contract Registry (CCR), formerly *PRO-Net*
- National Minority Supplier Development Council
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Veteran service organizations
- Minority business enterprise directory in California and other states that publish such a directory
- Electronic Materials Source List
- Try Us National Minority Business Directory
- National Directory of Minority-Owned Business Firms
- An inventory of the capabilities of HBCU/MI
- United Indian Development Association Regional Procurement Directory of American Indian Firms
- SBA profiles
- Other local directories available where SAIC has a purchasing office
- Source directories made available by other government contractors
- Small business trade associations.

SAIC has established and maintains an active and inactive database. Information available includes:

- Small business lists
- Actual awards by socioeconomic classification of any dollar value
- Identification of awards by socioeconomic classification on a contract-by-contract or indirect-charge basis to provide compliance reporting and general statistical information including the name, address, and business size of each subcontract or.
- The Central Contract Registry (CCR) is the primary vendor database for the U.S. Government. CCR is maintained by DoD and is an integration of the *PRO-Net* site (maintained by the SBA) and the CCR. The database contains current information on more than 310,000 small, disadvantaged, and women-owned, HUBZone, HBCU/MI, veteran, and service-disabled veteran businesses nationwide.

F.2.2.4 Records Maintenance in Regard to Small Business Participation

Every purchase award greater than \$25,000 requires the completion of the SAIC's internal Purchase Award Summary (PAS). This form is used for source qualification, solicitation and selection. Socioeconomic identification of bidders solicited is required, as well as an explanation and justification if small business concerns were not solicited. The purchase award summary also identifies whether small business, SDB, WOSB, HBCU/MI, HUBZone, VOSB, DVOSB, and JWOD concerns were solicited and, if not, why not, and if applicable, the reason why awards were not made to these business concerns.

F.2.2.5 Additional Activities

SAIC is energetically involved in other activities that we support with appropriate records (e.g., contact reports, trip reports, meeting schedules, and agenda). These activities include small business supplier contacts and surveys; information received from trade associations, business development organizations, and attendance at small business conferences and trade fairs; internal and external workshops, seminars, and training programs; performance monitoring used to evaluate compliance with the program's requirements; and outreach programs by all employees.

F.2.2.6 Past Performance in Complying with Small Business Subcontracting Goals

The Figures on the table below details SAIC's corporate performance in meeting small business subcontracting goals.

Grand Totals	GFY2005 to date Total Dollars	GFY2005 % Of Total	GFY2004 Total Dollars	GFY2004 % Of Total
Small Business(Includes SDB/WOB)	\$ 718,813,274.00	55.7%	\$ 960,735,149	51.7%
Large Business	\$ 572,414,554.00	44.3%	\$ 896,195,474	48.3%
Total	\$ 1,291,227,828.00	100.0%	\$ 1,856,930,623	100.0%
Small Disadvantaged Business	\$ 152,062,515.00	11.8%	\$ 97,379,070	10.6%
Women Owned Business	\$ 123,744,544.00	9.6%	\$ 179,956,500	9.7%
HCBU/MI	\$ 722,376.00	0.1%	\$ 426,821	0.0%
HUBZONE	\$ 18,415,062.00	1.4%	\$ 24,123,189	1.3%
Veteran owned	\$ 61,410,999.00	4.8%	\$ 103,502,340	5.6%
Service Disabled Veteran Owned	\$ 18,300,989.00	1.4%	\$ 49,580,212	2.7%

Grand Totals	GFY2003 Total Dollars	GFY2003 % Of Total	GFY2002 Total Dollars	GFY2002 % Of Total
Small Business(Includes SDB/WOB)	\$ 793,111,444	49.5%	\$ 490,337,557	47.7%
Large Business	\$ 808,819,425	50.5%	\$ 537,115,451	52.3%
Total	\$ 1,601,930,869	100.0%	\$ 1,027,453,008	100.0%
Small Disadvantaged Business	\$ 152,471,630	9.5%	\$ 116,016,132	11.3%
Women Owned Business	\$ 129,886,220	8.1%	\$ 76,955,753	7.5%
HCBU/MI	\$ 332,819	0.0%	\$ 194,813	0.0%
HUBZONE	\$ 16,778,705	1.0%	\$ 5,907,855	0.6%
Veteran owned	\$ 41,957,893	2.6%	\$ 22,882,533	2.2%
Service Disabled Veteran Owned	\$ 3,636,149	0.2%	\$ 4,958,322	0.5%

SAIC has consistently awarded a large percentage of subcontracted work to small businesses. Science Applications International Corporation is committed to providing opportunities for small businesses to compete for subcontract awards. This commitment has proven effective with actual direct awards of 55.7% to Small Businesses overall with 11.8% going to SDBs and 9.6% going to WOBs in Government Fiscal Year 2005 (to March 2005).

F.3 EFFORTS TO PROVIDE TECHNICAL ASSISTANCE OR RESTRICT COMPETITION TO SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with the requirements of DFAR 219.705-4, subcontracting requirements ___DO, ___DO NOT, or X NOT APPLICABLE, afford the opportunity to provide technical assistance or restrict competition to SDB concerns (including HBCU/MI).

Provide an explanation of contemplated technical assistance or reason for non-applicability:

In accordance with the requirements of DFAR 219.705-4, subcontracting requirements for this plan do not afford the opportunity to provide technical assistance or restrict competition to HBCU/MIs because FAR 219.705-4 is not applicable to this procurement.

F.4 METHOD USED TO DEVELOP GOALS

- A. Proposed subcontracting goals as identified in Section I, F. Subcontracting Goal Summary was developed by a joint pre-proposal review of the solicitation statement of work and performance requirements. The joint review involved program, technical and procurement personnel including, the Corporate Small Business Liaison Officer, Group or Business Unit Manager, Contract Representative and the proposed Subcontracting Plan Administrator.
- B. Criteria considered in the review process included:
 - 1. Review of the solicitation statement of work.
 - 2. Identification of the requirement for goods and services.
 - 3. Identification of the potential to subcontract for goods and services.
 - 4. Make - Buy Analysis.
 - 5. Identification of potential suppliers.
 - 6. Categorization of source requirements based on single source, limited competition and open competition as provided by the marketplace or could potentially be developed.

F.5 INDIRECT AND OVERHEAD CHARGES

Indirect and overhead charges are not included in this subcontracting plan.

F.6 METHOD OF IDENTIFICATION/SOLICITATION

The development of goals as described in Section IV resulted in the identification of potential/proposed subcontracting opportunities. The review process identified provided a categorization of items available from single sources, limited competition and full and open competition. Some single source items are available from "only qualified sources" as determined from previous programs of a similar nature.

Items available for limited or open competition provide the opportunity to subcontract to S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD. These prospective sources were identified through the mechanisms identified in Section III(c) of the Master Subcontracting Plan.

cc: Rochelle Lowe
File



10260 Campus Point Drive
San Diego, California 92121

Memorandum of Agreement Regarding
Master Subcontracting Plan
For the Period
01 January 2003 through 31 December 2005

Approved By:

Approved By:



R. Stephen Ayers Date
Sr. Vice President for Contracts
and Procurement



Colin Holman Date
Administrative Contracting Officer
Defense Contract Management
Command - San Diego

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* REFERENCES SPECIFICALLY IDENTIFY FAR 52.219-9 REQUIREMENTS

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION MASTER SUBCONTRACTING PLAN

I COMPLIANCE STATEMENT

This master plan is in compliance with all laws, rules and regulations of FAR 52.219-9. In particular SAIC understands a full commitment to the spirit of Small Business legislation, including:

- PL 95-507 Amendments to the Small Business Act and the Small Business Investment Act
- PL 99-661 Contract Goals for Minorities
- PL 100-180 Requirement of Substantial Progress on Minority and Small Business Contract Awards
- PL 100-656 Business Opportunity Development Reform Act of 1988
- PL 103-355 Federal Acquisition Streamlining Act of 1994
- PL 105-135 HUBZone Act of 1997/Small Business Reauthorization Act of 1997
- PL 106-50 Veterans Entrepreneurship and Small Business Development Act of 1999

During the period of performance of this master subcontracting plan, should any new legislation or regulations be implemented, SAIC will address their applicability in the individual subcontracting plan.

II PROGRAM RESPONSIBILITY/ADMINISTRATION

A. Program Responsibility

R. Stephen Ayers, Senior Vice President of Contracts and Procurement, has the responsibility for the development and maintenance of the Supplier Diversity Program which includes Small; Small Disadvantaged; Woman-Owned; HUBZone; and Historically Black Colleges and Universities/Minority Institutions, Veteran Owned Business, Service Disabled Veteran Owned Business, and Javits-Wagner-O'Day companies (S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD). In addition, he is responsible for assuring the successful performance and achievement of the Program's objectives.

B. Program Coordination

1. The Corporate Small Business Liaison Officer (SBLO), identified in Individual Subcontracting Plan Section I-E, has been assigned program implementation and coordination responsibility. These responsibilities include:
 - (a) Establishing and maintaining internal source lists.
 - (b) Acquisition of externally published source lists.
 - (c) Distribution of S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD information company-wide.
 - (d) Assisting in identifying potential S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD sources.
 - (e) Preparation and submittal of Standard Forms 294 and 295 on a timely basis.
 - (f) Database maintenance.

- (g) Representing the procurement organization with Small Business Administration and DCMA-San Diego Supplier Diversity Programs compliance reviews.
- (h) Representing the company at S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD seminars and conferences.
- (i) Providing staff training relative to Article IX.
- (j) Seeking out S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns and arranging Procurement/QA/Technical surveys.
- (k) Assisting in development and review of subcontracting plans.
- (l) Serving as manager for SAIC's participation in the DoD Pilot Mentor-Protégé Program.
- (m) Leading business development efforts with S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD on a corporate-wide basis.

C. Subcontracting Plan Administration

An Individual Subcontracting Plan Administrator will be appointed and identified in Section I-C of each individual subcontracting plan goal submittal. The Plan Administrator is specifically responsible for subcontracting plan development and implementation. Procurement personnel assigned this responsibility are senior staff members involved at the proposal stage and work in conjunction with program, technical, and contracts staff as defined in Section III A. Subcontracting Plan Administrators are responsible for goal attainment.

III EQUITABLE OPPORTUNITY IMPLEMENTATION METHODS

- A. Policy and Organization: It is an established SAIC policy that S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD Concerns, have an equitable opportunity to compete for SAIC purchases consistent with the efficient performance of SAIC's business. The Small Business Liaison Officer and the Subcontracting Plan Administrator are chartered to assure compliance with this policy [Ref.: SAIC Procurement Procedures F-12, Federal SB/SDB/WOB/HBCU/MI/HUBZONE/VOB/SDVOB/JWOD Subcontracting Program].

SAIC policy and procedures require inclusion of S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD sources on bid lists. An explanation of the absence of S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD sources on any award is required. Specific and periodic review (at or above \$25,000) and approval by procurement management assures compliance with this requirement.

- B. The following SAIC effort is a description of the efforts which have been and will be made by SAIC to assure that S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns will have an equitable opportunity to compete for subcontracts:

1. SAIC corporate policy is stated in Procurement Procedures F-12 (S/SDB/WOB/HUBZONE/HBCU/MI/VOB/SDVOB/JWOD Subcontracting Program).
2. It is SAIC's policy to comply with all government regulations including those concerning S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns. This includes PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50 as well as DFAR 219.705-4. The intent of these regulations is also applied to any company activity that offers procurement/subcontract opportunities.
3. Viable programs have been established to effectively implement the S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD program. Procurement personnel are kept informed and current through department reviews and training programs that are on-going. In addition, Program Managers are kept informed of S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD requirements at the proposal development stage. S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD subcontractors are identified in proposals, and when tasked, utilized in the performance of prime contracts.
4. Buyer incentives for the solicitation and award to S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns are reflected in performance review standards for Subcontracting Plan Administrators and Buyers.
5. S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD source lists are available to all procurement personnel. (See Section III C-2).
6. Procurement, quality assurance, technical and financial staff is available to assist in developing S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns.
7. Special payment terms have been and will be arranged for S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns.
8. A procurement representative is a member of all Make or Buy committees, to ensure S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD representation.
9. For subcontracts involving research, HBCU/MIs will be given an equitable opportunity to compete providing the requisite facilities and skills are available.
10. SAIC does not include indirect costs in establishing subcontracting goals.

C. Implementation Methods

1. Internal Source Identifiers:

SAIC has prepared a comprehensive S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD database accessible to all

SAIC employees. All buyers and subcontract administrators use this database. The database is used in the development of the sources for immediate requirements and at the proposal stage for future requirements.

Additionally, actual awards included in the procurement database utilize the North American Industrial Classification System (NAICS) for each item purchased. This facility enables buyers and subcontract administrators to secure timely information through computer access of suppliers providing various goods and services.

2. External Source Lists

In addition to internally developed source identification mechanisms, SAIC also utilizes source lists made available by Agencies, States, association and trade organizations. These source lists are available to all procurement personnel and include, but are not limited to, the following:

- (a) PRO-Net – Central Contractor registration (CCR)
- (b) National Minority Supplier Development Council
- (c) Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- (d) Veteran Service Organizations
- (e) Electronic Materials Source List
- (f) California Minority Business Enterprise Directory, and other states that publish such a directory
- (g) Try Us National Minority Business Directory
- (h) National Directory of Minority-Owned Business Firms
- (i) An Inventory of the Capabilities of HBCU/MI
- (j) United Indian Development Association Regional Procurement Directory of American Indian Firms
- (k) Small Business Administration profiles
- (l) Other local directories available where SAIC has procurement offices
- (m) Source directories made available by other government contractors
- (n) S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD trade associations
- (o) SAIC Small Business Profiles Database
- (p) Procurement Technical Assistance Center

IV SUBCONTRACT FLOW-DOWN REQUIREMENTS

A. FAR 52.219-8 Utilization of Small Business Concerns

The clause 52.219-8, Utilization of Small Business Concerns, shall be inserted in solicitations and contracts when the contract amount is expected to be over the simplified acquisition threshold unless:

1. Contracts for services which are personal in nature

2. The contract, together with all its subcontracts, is to be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.

As prescribed in 19.708(a) Utilization of Small Business Concerns:

It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, small business concerns owned and controlled by women, small business concerns owned and controlled by veterans and service disabled veteran concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, small business concerns owned and controlled by women, and small business concerns owned and controlled by veterans and service disabled veterans.

SAIC hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. SAIC further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of SAIC's compliance with this clause.

Definitions:

1. Concern – Any business entity organized for profit (even if its ownership is in the hands of a nonprofit entity) with a place of business located in the United States and which makes a significant contribution to the U.S. economy through payment of taxes and/or use of American products, material and/or labor, etc. Concern includes, but is not limited to, an individual, partnership, corporation, joint venture, association, or cooperative.
2. Small Business Concern – A concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121 (FAR 19.102).

A concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged.

3. HUBZone small business concern - means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

4. Small Business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern - mean a small business concern that represents, as part of its offer that--
 - (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
 - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
 - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

5. Small business concern owned and controlled by women - means a small business concern--
 - (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.

6. Small business concern owned and controlled by veteran(s) – means a small business concern—
 - (i) That is not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more vets; and
 - (ii) The management and daily business operations of which are controlled by one or more veterans.

7. Small business concern owned and controlled by service disabled veteran(s) – means a small business concern—
 - (i) That is not less than 51% of which is owned by one or more service disabled veterans (as defined at 38 U.S.C. 101(2)) or in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service disabled vets; and
 - (ii) The management and daily business operations of which are controlled by one or more service disabled veterans, and

(iii) Has received a rating from the Veteran agency stating the percent of disability.

8. Javits-Wagner-O'Day (JWOD) companies are non-profit agencies that create job and training opportunities for people who are blind or who have severe disabilities.

Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern (must also be certified by SBA), a small disadvantaged business concern (must also be certified by SBA), a woman-owned small business concern, or a JWOD company.

B. FAR 52.219-9 Small Business Subcontracting Plan

The clause 52.219-9, Small Business Subcontracting Plan, will be inserted when contracting by negotiation, in solicitations and contracts that offer subcontracting possibilities that are expected to exceed \$500,000 (\$1,000,000 for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set-aside or is to be accomplished under the 8(a) program.

SAIC will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause. Subcontractors are further required to submit to SAIC Standard Form 294 and Standard Form 295 in accordance with FAR 52.219-9 as applicable. In turn, SAIC will submit these subcontractor SF 294s along with their own SF 294s to the Contracting Officer.

When contracting by sealed bidding rather than by negotiation, the following paragraph shall be used with the basic clause (Alternate I):

The apparent low bidder shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, woman-owned small business, and veteran owned and service disabled veteran owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, woman-owned small business, and veteran and service disabled veteran owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

When contracting by negotiation, and subcontracting plans are required with initial proposals as provided for in FAR 19.708(b)(1) the following paragraph shall be used with the basic clause (Alternate II):

Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, HUBZone small business,

small disadvantaged business, woman-owned small business, and veteran and service disabled veteran small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, woman-owned small business, and veteran and service disabled veteran small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

In order to effectively implement the plan to the extent consistent with efficient contract performance, SAIC shall perform the following function:

Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, woman-owned, veteran, or service disabled veteran small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in SAIC's subcontracting plan.

C. 52.219-16 Liquidated Damages - Subcontracting Plan

The clause 52.219-16, Liquidated Damages--Subcontracting Plan, shall be inserted in solicitations and contracts containing the clause at 52.219-9, Small Business Subcontracting Plan, or the clause with its Alternate I or II.

D. 52.219-25 Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting

Reporting requirement. If the contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the SAIC's own format providing the same information. This report is required for each contract containing SDB participation targets. If the contract contains an individual Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

V REPORTS AND SURVEYS

SAIC will provide periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance with subcontracting plans or S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD requirements in general.

SAIC will submit Standard Form 294 and 295 as stated in Section XII Report Submittal of this plan. The reports shall provide information on subcontract awards to S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

SAIC will ensure its subcontractors agree to submit Standard Forms 294 and 295 when applicable.

VI RECORDS

A. On-line database

SAIC has established and maintains a company-wide active database. Information available includes:

1. S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD lists
2. Actual awards by Socio-Economic (S/E) Classification of any dollar value.
3. Identification of awards by Socio-Economic classification on a contract by contract or indirect charge basis to provide compliance reporting and general statistical information including the name, address and business size of each subcontractor.
4. PRO-Net/CCR which is maintained by the Small Business Administration and contains current information on over 250,000 small, small disadvantaged, woman-owned, and HUBZone, veteran and service-disabled veteran businesses nationwide.

B. Purchase Award Summary

Every purchase award, greater than \$10,000 requires Socio-Economic identification of bidders solicited and a requirement to provide an explanation and justification if S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns were not solicited.

The purchase award summary also identifies:

1. Whether small business concerns were solicited and if not, why not
2. Whether small disadvantaged business concerns were solicited and if not, why not
3. Whether woman-owned small business concerns were solicited and if not, why not
4. Whether HUBZone small business concerns were solicited and if not, why not
5. Whether service-disabled veteran owned small business concerns were solicited and if not, why not
6. Whether veteran-owned small business concerns were solicited and if not, why not.
7. If applicable, the reason awards were not made to a small, small disadvantaged, woman-owned, HUBZone, veteran owned, service-disabled veteran-owned business concern, or Javits-Wagner-O'Day company.

C. Additional Activities

SAIC is energetically involved in other activities that are supported by appropriate records in the form of contact reports, outreach reports, trip reports, meeting schedules, and agendas. These activities include, but are not limited to:

1. S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD supplier contacts and surveys
2. Information received from trade association and business development organizations
3. Attendance at S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD conferences and trade fairs
4. Internal and external workshops, seminars, and training programs
5. Performance monitoring used to evaluate compliance with the program's requirements
6. Outreach efforts by all employees

VII POLICY STATEMENTS

Procurement Procedures F-12, Section 12.3, Requirements defines company-wide policy and procedures and assigns specific responsibility regarding the requirements of the FAR 52.219-9. In addition, written procedures describing the subcontracting plan goal tracking methods are detailed in Procurement Procedures F-12, Section 12.5, Procedure.

VIII INTEREST AND COMMITMENT

Kenneth C. Dahlberg, Chief Executive Officer, has promulgated policy statements expressing company interest and commitment to S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB Programs throughout the company. Performance in this area is continuously monitored, reviewed and expanded by the Corporate Senior Vice President of Contracts/Procurement and the Manager of Supplier Diversity Programs.

Success of a S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD Program is dependent upon total corporate commitment to the fundamental objective of the program. All levels of management must continuously emphasize SAIC's dedication to the program. Increasing S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD participation in procurement programs requires active participation by personnel in all disciplines.

Personnel generating production and non-production requirements evaluate the goods and services provided by S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD and identify requirements so as not to preclude these businesses from qualifying and being given an equal opportunity to bid.

Sector, Group, and Program Managers assure maximum consideration of S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD sources during proposal development and their inclusion in proposals. Program Managers continue emphasis on utilization of S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD firms during contract performance. SAIC's customers closely monitor company performance in this program, and the degree of success is a consideration in proposal evaluation and, in some cases, fee determination. Quality Assurance, while performing quality surveys, provides counseling and guidance to S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns to achieve a broad base of quality approved sources for manufacturing tasks and processes.

Procurement personnel assigned to specific programs assure early recognition of requirements to facilitate locating or developing sources for inclusion in bid lists for proposal development and buy requirements. Procurement personnel ensure solicitation of S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD sources and assures that these concerns will have an equitable opportunity to compete for subcontracts.

All disciplines provide, when requested by the Subcontracting Plan Administrator, counseling and guidance to actual or potential S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD sources in such areas as technology, management, manufacturing techniques, quality control, financial, and legal.

IX TRAINING AND MOTIVATION

A. Training

SAIC provides on-going training and awareness programs relative to PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50.

Training is accomplished through regular staff meetings between managers, the Small Business Liaison Officer and procurement personnel, seminars conducted by the Corporate Senior Vice President of Contracts/Procurement and appropriate government and trade representatives, and written correspondence between the Small Business Liaison Officer and procurement personnel.

B. Motivation

Records of all awards with S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns are maintained for each buyer. Performance to PL 95-507, PL 99-661, PL 100-180, PL 100-656, PL 103-355, PL 105-135, and PL 106-50 objectives and individual subcontracting plans is a key factor in each individual's annual performance review.

X SOLICITATION PLANNING - MAKE/BUY DECISIONS

SAIC is aware of its responsibility to manage solicitation and procurement efforts to provide the maximum participation by S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns. Procurement Procedures F-06 describes the methods used for performing make/buy decisions.

The mechanisms utilized to affect fulfillment of solicitation planning have been previously described in Section VIII.

XI ASSISTANCE TO S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD CONCERNS

Special assistance has been provided to S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns in several ways and additional efforts are being initiated. SAIC has incorporated the requirements of DFAR 219.705-4 regarding efforts to provide technical assistance to SDB concerns and to restrict competition to SDB concerns:

- A. SAIC instituted a business development program for SDBs as a result of successful partnerships established in the DoD Mentor-Protégé Program. SAIC's Manager of Business Development Programs initiates strategic partnerships between SAIC Group Business Development Managers and High-Tech SDBs. These relationships result in joint marketing efforts to increase long-term contracting opportunities for SDBs.
- B. SAIC commenced a program that gives potential SDB suppliers the opportunity to meet with program managers and subcontract administrators. SAIC *Small/Disadvantaged Business Opportunity Days* provide SDBs a forum to present their capabilities and qualifications, while the SAIC groups provide information on opportunities that would be mutually beneficial to all parties. The desired result is to establish a comprehensive network for SDBs learning SAIC's operational structure.
- C. SAIC has been involved in outreach efforts to identify and qualify S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns. An "open door" policy is maintained for all suppliers, and organizational elements provide special managerial and technical support in assisting these businesses to "set up" tasks. This includes providing assistance to HBCU/MI in performance of research type subcontracts, in addition to assisting these concerns with advanced payments or any financial problems.
- D. When S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns encounter technical difficulties while working on our contracts or potential suppliers require additional assistance in responding to a solicitation, subcontract administrators in conjunction with the Program Management Team provide direct assistance to overcome short-term difficulties. In addition, follow-up efforts to determine why S/SDB/WOB/HUBZone/HBCU/MI/VOB/SDVOB/JWOD concerns did not respond to solicitations or were not successful in receiving an award are pursued.
- E. Additional efforts that have been initiated include SDB seminars to encourage new suppliers to become qualified and able to respond to solicitation requirements. SAIC supports local trade fairs and small business conferences in areas where company procurement offices are located.
- F. SAIC is committed to achieving the SDB goals established on our individual subcontracting plans, and where the procurement action reasonably permits, solicitations will be restricted to SDBs.

XII REPORT SUBMITTAL

SAIC has and will continue to submit Standard Form 294, Subcontracting Report for Individual Contracts, and Standard Form 295, Summary Subcontract Report, in accordance with instructions provided on the forms or as provided in agency regulations. SAIC will ensure that its subcontractors agree to submit SF294s and SF295s when applicable.

SF294: This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to the contract. This report is not required for commercial plans.

Contracts that were evaluated with SDB participation targets must report SDB award achievements of SDB participation by North American Industrial Classification System (NAICS) Industry Subsector at completion of the contract on Optional Form-312 or in SAIC's format providing the same information. If contract contains an individual Small, Small Disadvantaged, and Woman-Owned Business plan, reports may be submitted with the final Subcontracting Report of Individual Contracts (SF294) at the completion of the contract.

SF295: This report encompasses all the contracts with the awarding agency. It will be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity will report annually all subcontract awards under that plan.

All reports submitted at the close of each fiscal year (both individual and commercial plans) will include a breakout, using Optional Form-312 or in SAIC's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industrial Classification System (NAICS) Industry Subsector. For a commercial plan, SAIC will obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

XIII UNDERSTANDING

SAIC understands that:

- A. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small, Small Disadvantaged, Woman-owned, HUBZone, Historically Black Colleges and Universities and Minority Institutions, Veteran owned, Service Disabled Veteran Owned, and Javits-Wagner-O'Day concerns to participate in the performance of the contract.
- B. The Contracting Officer shall notify the contractor in writing of his/her reasons for determining a subcontracting plan to be unacceptable. Such notice shall be given early enough in the negotiation process to allow the contractor sufficient time to modify the plan within the time limits prescribed.

- C. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- D. The failure of any contractor or subcontractor to comply in good faith with
 - 1. The clause entitled "Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns" or
 - 2. An approved plan required by this Small Business and Small Disadvantaged Business Subcontracting Plan (negotiated) provision, will be a material breach of such contract or subcontract.
- E. A Master Subcontract Plan on a plant or division-wide basis which contains all the elements required by FAR 52.219-9 above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause, provided:
 - 1. The master plan has been approved by the Contractor's cognizant Contract Administration Office;
 - 2. The master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - 3. Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- F. For multiyear contracts or contracts containing options, the cumulative value of the basic contract and all options is considered in determining whether a subcontracting plan is necessary. If a plan is necessary and the offeror is submitting an individual contract plan, the plan shall contain all the elements required by FAR 19.704 and shall contain separate statements and goals for the basic contract and for each option.
- G. A commercial plan is the preferred type of subcontracting plan for furnishing commercial items. The commercial plan shall relate to planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are preferred for commercial items under a prime contract, whether or not SAIC is supplying a commercial item.