

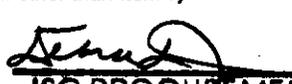
SOLICITATION, OFFER AND AWARD

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING: DD-C9

PAGE 1 OF SEE SECTION 11 BELOW

2. CONTRACT NO. NNJ08TA13C	3. SOLICITATION NO. NNJ07191172R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED July 25, 2007	6. REQUISITION/PURCHASE NO. 4200228156
7. ORDERED BY NASA Lyndon B. Johnson Space Center BT/Bradley J. Niese 2101 NASA Parkway Houston, TX 77058-3696		CODE BT	8. ADDRESS OFFER TO (If other than item 7)	

APPROVED

JSC PROCUREMENT OFFICER
 12/14/07
DATE

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the Lyndon B. Johnson Space Center, until **3:00 p.m.**, local time, on **September 10, 2007**. NOTE: Volume III, Past Performance, and Section K, Representations and Certifications are due at the place specified in item 8, at the Lyndon B. Johnson Space Center, until **3:00 p.m.**, local time, on **August 27, 2007**. For further information, see Provision L.12 for delivery instructions and Provision L.18 for due dates and time. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Provision L.2 (52.215-1). All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Bradley J. Niese	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE: 281, NUMBER: 483-3005, EXT.:	C. EMAIL ADDRESS bradley.niese-1@nasa.gov
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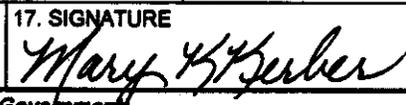
(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	I-1
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	C-1	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	J-1
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<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	F-1	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	G-1	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	H-1	<input type="checkbox"/>			

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS 0 %	20 CALENDAR DAYS 0 %	30 CALENDAR DAYS 0 %	CALENDAR DAYS 0 %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:	AMENDMENT NO 01	DATE 08/10/07	AMENDMENT NO 02	DATE 08/27/07

15. NAME AND ADDRESS OF OFFEROR Barrios Technology, Ltd. 16441 Space Center Blvd., B-100, Houston, TX 77058-2015	CODE 1J044	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Mary K. Kerber Director, Contracts
15B. TELEPHONE NO. (Include area code) 281-280-1900	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE 	18. OFFER DATE 09/10/2007

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)		ITEM Clause G.3
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
NAME OF CONTRACTING OFFICER (Type or print) Susan D. Starkweather	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE DEC 18 2007

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT PHASE-IN (FIRM FIXED PRICE)

The total firm fixed price of phase-in for this contract is covering a 30-day phase-in period from March 11, 2008 through April 10, 2008.

(End of clause)

B.2 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost and maximum available award fee (base fee not applicable) of this contract will be based on the issued Indefinite Delivery Indefinite Quantity (IDIQ) task orders:

	Estimated Cost	Maximum Award Fee	Total Estimated Cost and Maximum Award Fee
Indefinite Delivery/ Indefinite Quantity (IDIQ)	<i>See Note</i>	<i>See Note</i>	<i>See Note</i>

NOTE: Amounts for estimated cost and available award fee for cost reimbursable IDIQ task orders issued will be periodically updated unilaterally as these IDIQ task orders are issued/amended. There may be some discrepancy with the total amount for the IDIQ task orders that have been issued during intervals between periodic updates of this clause. The IDIQ value shown here identifies the current authorized work. The maximum potential IDIQ contract value is identified in Clause I.5, "Order Limitation."

(End of clause)

B.3 1852.232-81 CONTRACT FUNDING (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 \$93,240. This allotment is for OPIC activities within the scope of the Statement of Work (SOW) in Section C of this contract and covers the following estimated period of performance: April 11, 2008 through April 30, 2008.

(b) An additional amount of \$6,760 is obligated under this contract for payment of fee.

(End of clause)

B.4 DESCRIPTION OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the SOW in Section C of this contract.

(End of clause)

B.5 MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE

In accordance with clause I.6 "Indefinite Quantity" paragraph (b), the guaranteed minimum amount of work which may be required under this contract is \$100,000 and the maximum amount of work which may be required under this contract is \$29,000,000. This amount includes both cost and fee. The maximum amount is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task orders issued during the period of the contract as specified in I.4 "Ordering."

(End of clause)

B.6 RATE TABLE FOR PRICING TASK ORDERS

The purpose of this clause is to set forth the rates to be utilized in the subsequent negotiation of IDIQ Task Orders in accordance with clause H.3 "Task Ordering Procedure." The contractor shall utilize the rates contained herein to determine the estimated costs for each IDIQ Task Order.

Items 1 through 19 are contractor team composite fully burdened labor rates, inclusive of the prime and all major and minor subcontractors. The fully burdened labor rates are exclusive of prime fee. The fully burdened labor rates shall be utilized to determine all estimated onsite and offsite labor cost for each IDIQ Task Order.

Item 20 is the JSC offsite facilities cost per hour rate. This rate shall be utilized to determine the additional expense needed to accommodate contractor personnel offsite of the NASA JSC installation (including office space, furniture, telephone, computer, utilities, common area allocations, etc.) for each IDIQ Task Order. This rate shall be applied only to offsite labor hours in IDIQ Task Orders.

Item 21 is for indirect rates applicable to non-labor resources. The rates shall be utilized to determine all estimated burdens to IDIQ Task Order non-labor resources.

Item 22 is for prime fee. This rate shall be utilized as the maximum fee rate (not-to-exceed) that may be proposed on IDIQ Task Orders.

The following table shall be completed by the contractor:

—

(End of clause)

(END OF SECTION)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall, in a manner consistent with and subject to the terms and conditions of this contract, furnish all resources necessary to provide the effort described in Attachment J-1, Orion Project Integration Contract Statement of Work.

(End of clause)

(END OF SECTION)

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
--------------------------	-------------	--------------

NONE INCLUDED BY REFERENCE

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
--------------------------	-------------	--------------

NONE INCLUDED BY REFERENCE

(End of clause)

D.2 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

- (a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

(END OF SECTION)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICE – COST-REIMBURSEMENT

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE INCORPORATED BY REFERENCE		

(End of clause)

E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The contractor shall comply with the higher-level quality standard selected below for activities performed onsite at JSC:

<u>Quality Standard</u>	<u>Description of Quality Standard</u>
JPR 5335.3	JSC Quality Manual

(End of clause)

E.3 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)

- (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in six (including original) copies, an original and five copies.
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words CONTAINS DD FORM 250 on the package.

(End of clause)

(END OF SECTION)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICE – COST-REIMBURSEMENT

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE INCORPORATED BY REFERENCE		

(End of clause)

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<u>Quality Standard</u>	<u>Description of Quality Standard</u>
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(End of clause)

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(End of clause)

(END OF SECTION)

SECTION F - DELIVERIES AND PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER-ALTERNATE I (1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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NONE INCORPORATED BY REFERENCE

(End of clause)

F.2 1852.247-73 BILLS OF LADING (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are Free On Board (F.O.B.) origin.

- (a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract Number: TBD
 Destination: TBD."

- (b) Government Bills of Lading.

- (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government Bills of Lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

- (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Silvia Hanagriff, Lead TMS Contract Transportation
 2101 NASA Parkway
 Mail Code JB7
 Houston, TX 77058

If time is limited, requests may be by telephone: 281-483-6507.

Requests for GBLs shall include the following information:

- (i) Item identification/ description.
- (ii) Origin and destination.
- (iii) Individual and total weights.
- (iv) Dimensional Weight.
- (v) Dimensions and total cubic footage.
- (vi) Total number of pieces.
- (vii) Total dollar value.
- (viii) Other pertinent data.

(End of clause)

F.3 PLACE OF PERFORMANCE – SERVICES

The services to be performed under this contract shall be performed at Johnson Space Center and other locations as defined per IDIQ task order.

(End of Clause)

F.4 SHIPPING INSTRUCTIONS

All documentation and hardware to be shipped to JSC shall be shipped as identified below:

Parcel Post Shipments and Freight Shipments

Ship to:

Central Receiving
 Building 421
 NASA Johnson Space Center
 2101 NASA Parkway

Houston, TX 77058-3696

Mark for: Accountable Property Officer
 Mark With: Contract Number TBD
 For reissue to: Karen Schmalz

Mail Code: ZV
 Bldg. 17
 Rm. 266C

Hardware may be required to be shipped to locations other than those identified above in the performance of this contract; the "ship to; mark for; for reissue to" information shall be modified as necessary to annotate the appropriate information for each shipment.

(End of clause)

F.5 PHASE-IN AND PHASE-OUT

- (a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Phase-In period shall not exceed 30 calendar days prior to the start date of the base contract period. Office space will not be provided by the Government during the Phase-In period. The Contractor shall participate in a weekly meeting with the incumbent contractor(s) to discuss/identify problems or areas requiring attention during this Phase-In period. The Contractor shall accomplish Phase-In in accordance with DRD OPIC-PM-03, Phase-in Plan.

The total firm fixed price of Phase-In shall not exceed the price set forth in clause B.1 "Contract Phase-In (Firm Fixed Price)." Any costs incurred in excess of this amount shall be unallowable under this or any other Government contract.

- (b) Contractor Phase-Out. The contractor shall phase-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and smooth transition. Phase-Out activities shall be accomplished in accordance with FAR 52.237-3 "Continuity of Services."

(End of clause)

(END OF SECTION)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
----------------------	-------------	--------------

NONE INCORPORATED BY REFERENCE

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-11	JUN 1997	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) **MODIFIES FAR CLAUSE**
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JULY 1997	CONTRACTOR REQUESTS FOR GOVERNMENT OWNED EQUIPMENT
1852.245-73	OCT 2003	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (Insert in Paragraph (b)(3)- the NASA office for receipt of NF1018 is LF631/ Property Accounting and JB3/Property Administrator, 2101 NASA Parkway, Houston, TX 77058)

(End of clause)

G.2 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (JUN 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 (Clause B.2).
- (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 Attachment J-8, Award Fee 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. NASA Accounts Payable Office will make payment based on issuance of a unilateral modification by

the contracting officer.

- (d) After 85 percent 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 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 Attachment J-8, Award Fee 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 monthly 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.3 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

- (a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.
- (b)
 - (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Lyndon B. Johnson Space Center
Mail Code: LF231/NASA Accounts Payable Group
2101 NASA Parkway
Houston, TX 77058-3696
 - (2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

- (3) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:
- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:
- Defense Contract Management Agency
Attention: Shirley Moscevsky, Administrative Contracting Officer
555 Forge River Road
Suite 150A
Houston, TX 77598-4369
- (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
- (i) Copy 1 NASA Contracting Officer
(ii) Copy 2 Auditor
(iii) Copy 3 Contractor
(iv) Copy 4 Contract administration office; and
(v) Copy 5 Project management office.
- (3) The Contracting Officer may designate other recipients as required.
- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Lyndon B. Johnson Space Center
Attn: BT/Contracting Officer
2101 NASA Parkway
Houston, TX 77058-3696

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

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

(End of clause)

G.4 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (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:

New Technology Representative:
NASA Johnson Space Center
AF2/ Technology Transfer Office
2101 NASA Parkway
Houston, TX 77058-3696

Patent Representative:
NASA Johnson Space Center
AL/Patent Counsel
2101 NASA Parkway
Houston, TX 77058-3639

- (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. Inquires 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.5 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the

changes clause of the contract, and that the Contractor should proceed promptly with its performance.

- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.6 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (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:

The responsibilities of the contractor are contemplated by this clause are defined in the following property management directives:

- (i) NPG 4200.1, NASA Equipment Management Manual
- (ii) NPG 4200.2, NASA Equipment Management Procedures and Guidelines for Property Custodians
- (iii) NPG 4300.1, NASA Personal Property Disposal Procedures and Guidelines
- (iv) NPG 4100.1, NASA Materials Inventory Management Manual. JSC will provide the contractor with all applicable regulations, handbooks, and other materials that may be required

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

- (b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this 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.7 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(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.

- (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 J-13. 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: Not Available.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Not Available.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.8 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS (JAN 2006) (JSC PROCUREMENT INSTRUCTION)

- (a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [primarily JSC or White Sands Test Facility (WSTF)] at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.
- (b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.
- (c) The contractor agrees that it will not employ for the performance of work onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA centers for performance of this contract, (2) required investigations can be

conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other center to be visited.

(End of clause)

G.9 52.242-92 IDENTIFICATION OF EMPLOYEES (OCT 2006) (JSC PROCUREMENT INSTRUCTION)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee credentials and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:30 am to 3:00 pm on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

(END OF SECTION)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE INCORPORATED BY REFERENCE.		

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (Insert "NASA facilities" in paragraph (b))

(End of clause)

H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.
- (b) The nature of this conflict is the Contractor may have access to another contractor's proprietary information, may be in a position to favor its own products and capabilities and may have an unfair competitive advantage.
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (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 to use them to compete with those other companies.

(End of clause)

H.3 1852.216-80 TASK ORDERING PROCEDURE (OCT 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 15 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.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 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.4 1852.223-70 SAFETY AND HEALTH (APRIL 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The

Contractor shall promptly take and report any necessary corrective action.

- (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
- (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence:
- (1) Written hazardous operating procedures for all hazardous operations; and/or
 - (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.5 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

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

H.6 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

- (a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.7 REPRESENTATION, CERTIFICATION, AND OTHER STATEMENTS

This contract incorporates Section K, Representations, Certifications, and Other Statements

of Offerors, as set forth in the Contractor's proposal number NNJ07191172R dated September 10, 2007, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.8 ASSOCIATE CONTRACTOR AGREEMENTS

(a) In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the NASA Project Orion Office, the means for coordination and exchange of information with associate contractors. The information to be exchanged shall be that required by the associate contractors in the execution of their respective contract requirements. The associate contractors contemplated include the following Constellation Program Contracts:

- NASA Contract NNJ06TA25C, Project Orion, Crew Exploration Vehicle (CEV)

Other associate contractors are anticipated; however have not been identified or established at the time of contract award, but will be added by contract modification to this paragraph as required.

- (b) The Contractor shall document agreements with other associate contractors described in (a) above via associate contractor agreements. The Government will not be a party in such associate contractor agreements. A copy of each such agreement shall be provided to the Contracting Officer. All costs associated with such agreements are included in the negotiated cost of this contract.
- (c) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with an associate contractor. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(End of clause)

(END OF SECTION)

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 06	CENTRAL CONTRACTOR REGISTRATION
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (See Attachment J-7, PIV Card Issuance Procedures)
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE
52.215-11	OCT 1997	REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS AND ALTERNATES II (OCT 1997) & III (OCT 1997) (Alt III paragraph (d) insert CD-ROM)
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (In paragraph (a)(3)- The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (Clause fill-in: by written notice to the contractor within 30 days.)
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUNE 2007)
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert paragraph (a)- The use of overtime is authorized under this contract if the overtime premium does not exceed zero)
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

CLAUSE NUMBER	DATE	TITLE
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	JUN 1997	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) AS MODIFIED BY NFS 1852.227-11
52.227-14	JUN 1987	RIGHTS IN DATA – GENERAL AS MODIFIED BY NFS 1852.227-14 RIGHTS IN DATA – GENERAL (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT AND ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (Insert paragraph (b)(1)- 15 days after contract award)
52.232-35	MAY 1999	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (Insert paragraph (c)- See Address in Clause G.3)
52.233-1	JUL 2002	DISPUTES- ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD- ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT- ALTERNATE II (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS- ALTERNATE I (JAN 2006)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS (Insert paragraph (a) – NASA Johnson Space Center. Insert paragraph (b) – Government Fill in; and point of contract in Clause F.2)
52.247-63	JUN 2003	PREFERENCE FOR U.S. FLAG AIR CARRIERS
52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

(End of clause)

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4 52.216-18 ORDERING (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 April 11, 2008 through April 10, 2011.
- (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)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000, 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 \$29,000,000;
 - (2) Any order for a combination of items in excess of \$29,000,000; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (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) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, 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)

I.6 52.216-22 INDEFINITE QUANTITY (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 12 months after contract period of performance identified in ordering period identified in clause I.4 "Ordering".

(End of clause)

I.7 52.217-9 OPTION TO EXTEND TERM OF THE CONTRACT (MAR 2000)

The Contracting Officer may exercise each of the options listed below by issuance of a unilateral contract modification 30 days or more before the end of the period set forth in clause I.4 "Ordering," provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. Should the option(s) be exercised, the resultant contract will include all terms and conditions of the contract as it exists immediately prior to the exercise of the option, except for the following changes:

OPTION 1

- (a) The maximum amount identified in clause B.5 will be modified to be \$39,000,000.
- (b) Part (a) of clause I.4 entitled "Ordering" shall be changed to show that orders may be issued from April 11, 2008 to April 10, 2012.

OPTION 2

- (a) The maximum amount identified in clause B.5 will be modified to be \$49,000,000.
- (b) Part (a) of clause I.4 entitled "Ordering" shall be changed to show that orders may be issued from April 11, 2008 to April 10, 2013.

(End of clause)

1.8 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 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, DC 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--

- (i) Contractors and subcontractors that employ fewer than 15 persons;
- (ii) 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;
- (iii) 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;
- (iv) 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
- (v) 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--
 - (i) 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;
 - (ii) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (iii) 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 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.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

See Attachment J-14, U.S. Department of Labor Wage Determination/Collective Bargaining Agreement

(End of clause)

I.10 52.247.67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

[To be filled in by Contracting Officer]

(End of clause)

I.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses

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

(End of clause)

I.12 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I.13 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (May 2007)

- (a) The Contractor shall be responsible for information and information technology (IT) security when –
- (1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or
 - (2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.
- (b) IT Security Requirements.
- (1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.
 - (i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.
 - (ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.
 - (iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.
 - (2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

- (3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.
 - (4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.
 - (5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.
 - (6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.
 - (7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.
 - (8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall –
 - (i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);
 - (ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and
 - (iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.
- (c) Physical and Logical Access Requirements.

- (1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

- (2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).
 - (i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

 - (ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

 - (iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

- (3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

- (4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

- (5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --
 - (i) Current or recent national security clearances (within last three years);

 - (ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

 - (iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and

concluded on by the CCS.

- (d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.
- (e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- (f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.
- (g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts
 - (1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
 - (2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.14 1852.215-84 OMBUDSMAN (OCT 2003) ALTERNATE I (JUN 2000)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Lucy V. Kranz, telephone 281-483-0490, facsimile 281-483-2200, email lucy.v.kranz@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.
- (c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.15 1852.219-76 NASA 8 PERCENT GOAL (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.

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.16 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

- (h) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (i) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

- (j) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
 - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
 - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
 - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
 - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (k) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (l) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (m) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I. 17 1852.237-73 RELEASE OF SENSITIVE INFORMATION (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].

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 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)

(END OF SECTION)

SECTION J – LIST OF ATTACHMENTS

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APPLICABLE AND GUIDANCE DOCUMENTS	Attachment J-3
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INTEGRATED COLLABORATIVE ENVIRONMENT (ICE) OPERATING ENVIRONMENT	Attachment J-6
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ATTACHMENT J-1

ORION PROJECT INTEGRATION CONTRACT (OPIC)

STATEMENT OF WORK (SOW)

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INTRODUCTION and SCOPE

The professional engineering services defined in this attachment are in support of the Orion Project Office at NASA Johnson Space Center (JSC) in Houston, Texas and an extension of the Orion Project Office at the Kennedy Space Center (KSC), Florida. The Crew Exploration Vehicle (CEV), named Orion, is the spacecraft currently being developed to replace the shuttle for transportation of crew and cargo to the International Space Station, and later to take humans to the moon. Additionally, some tasks included in this Statement of Work (SOW) are in support of equivalent functions conducted in the JSC Advanced Planning Office.

The contractor will primarily be providing professional engineering services for the Johnson Space Center (JSC) Orion Project Office, including the integration of Orion Project Office work performed at other NASA centers and with the Orion Project's lead development contractor, Lockheed Martin. The contractor shall ensure close and continuous cooperation and coordination with the Constellation Program and other Project elements with respect to accomplishing the objectives of this SOW. OPIC contractor personnel will utilize Government provided tools and systems for the performance of the contract tasks (reference section 1.1.5 Information Technology).

Indefinite Delivery Indefinite Quantity (IDIQ) task orders will be established for subsets of the work defined in this SOW. The OPIC SOW structure matches the organization and numbering scheme of the Orion Project WBS, as defined in CxP 72106 Constellation Program Project Orion Work Breakdown Structure and Data Dictionary. Task orders will identify which portions of the SOW are applicable and include location of the work (geographical location and whether the work will be done on-site at the NASA center or at a contractor provided off-site location). Multiple task orders may be in effect at any point in time.

1.1 PROJECT MANAGEMENT

Project management includes general contract requirements as well as responsibilities for the NASA Orion Project Office business and management processes. The contractor shall conduct appropriate management and administrative activities to develop the required contractual deliverables and services.

1.1.1 Orion Project Office Management and Administration

1.1.1.1 General Requirements

A. Contractor Management and Administration

1. The contractor shall provide an OPIC Management Plan in accordance with DRD OPIC-PM-01. The plan shall be consistent with CxP 72008, Crew Exploration Vehicle Project Plan.
2. The contractor shall provide Management Review Products (MRP) in accordance with DRD OPIC-PM-02.
3. The contractor shall provide Government access to the contractor's plans, procedures, and processes.
4. The contractor shall provide a Closeout Plan in accordance with DRD OPIC-PR-01.
5. The contractor shall deliver Wage/Salary and Fringe Benefit data in accordance with DRD OPIC-PR-02.
6. The contractor shall provide an Organizational Conflict of Interest Avoidance Plan in accordance with DRD OPIC-PR-03. This plan shall be incorporated as an Attachment J-11 to this contract upon Government approval.

Deliverables

The contractor shall deliver and maintain the following documents:

- DRD OPIC-PM-01: OPIC Management Plan
- DRD OPIC-PM-02: Management Review Products
- DRD OPIC-PR-01: Closeout Plan
- DRD OPIC-PR-02: Wage/Salary and Fringe Benefit Data
- DRD OPIC-PR-03: Organizational Conflict of Interest Avoidance Plan

B. Contract Financial Management

1. The contractor shall develop, implement, and maintain a contract financial system to track resources by the OPIC Work Breakdown Structure (WBS), Attachment J-4, and elements of cost such as labor, overhead, other direct cost, (e.g. travel and subcontracts) and indirect costs.
2. The contractor shall provide NF 533 Cost Reporting in accordance with DRD OPIC-BM-01. Reporting shall be to the third level for all WBS areas with the exception of WBS 1.6, which shall be reported at the fourth level.
3. The contractor shall provide OPIC data supporting the Government budget process (e.g. Program Operating Plan (POP) budget calls), and other special requests for budget impacts. NASA will specify the format and content of the data.
4. The contractor shall provide workforce reports in accordance with DRD OPIC-BM-02.

Deliverables

The contractor shall deliver and maintain the following documents:

- DRD OPIC-BM-01: NF 533 Cost Reporting
- DRD OPIC-BM-02: Workforce Reports

C. Safety and Health

1. The contractor shall provide a Safety and Health Plan in accordance with DRD OPIC-SA-01. Upon approval, the Safety and Health Plan shall be incorporated into the contract as Attachment J-9.
2. The contractor shall provide a Safety and Health Program Self-Evaluation in accordance with DRD OPIC-SA-02.
3. The contractor shall provide monthly safety and health metrics in accordance with DRD OPIC-SA-03.

Deliverables

The contractor shall deliver and maintain the following documents:

- DRD OPIC-PM-02: Management Review Products (MRP)
- DRD OPIC-SA-01: Safety and Health Plan
- DRD OPIC-SA-02: Safety and Health Program Self-Evaluation
- DRD OPIC-SA-03: Monthly Safety and Health Metrics

1.1.1.2 Orion Project Office**A. Orion Project Office Management and Administration**

1. The contractor shall coordinate and collect data from the Orion Project Office to support weekly, monthly and quarterly reporting activities. This data may include technical achievements, performance metrics, schedules, and issues.
2. The contractor shall provide assessments to Orion Project Office Management with regard to the overall Orion Project Office integrated management system. This includes NASA and Orion Project lead development contractor organization structure, team definition and management processes, relationships with the CxPO, management process streamlining, and other topics related to the structure and operation of the Orion Project Office.
3. The contractor shall maintain the CEV Project Plan (CxP 72008) and the Constellation Program Project Orion Work Breakdown Structure and Data Dictionary (CxP 72106).
4. The contractor shall develop, review, present and maintain Orion Project Office presentation material and other documentation for external communications, meetings and reviews.
5. The contractor shall collect, summarize, and submit Change Request (CR) evaluations for the Orion Project Planning and Control Office to the Configuration Management (CM) receipt desk.
6. The contractor shall coordinate facility issues with JSC Center Operations for the facilities in which they reside. Tasks can include reporting facility problems, coordinating utility or fire alarm outages for maintenance, and responding to emergency situations.
7. The contractor shall submit Lessons Learned to the Orion Project Lessons Learned process.

B. Technology Protection

The contractor shall provide data, products, and support necessary for the protection of Constellation Program/Orion Project critical technology, information, hardware, and associated mission essential infrastructure (MEI) facilities as identified by the NASA OPIC Contracting Officer's Technical Representative.

1. The contractor shall participate in the Exploration Systems Mission Directorate (ESMD) Technology Protection Working Group (TPWG) as a representative of the Orion project to understand policies and requirements in the areas of IT Security, Physical Security, and Technology Protection and communicate to the project. The contractor shall attend the TPWG Quarterly Reviews and Bi-Weekly teleconference calls to communicate project impacts, issues and metrics to that forum after coordination with the Orion Technology Protection Officer (TPO) or other NASA personnel.
2. The contractor shall develop, maintain and/or provide input to Orion and Technology Protection Working Group products including plans, requirements, threat assessments, reports, schedules, and security risks.
3. The contractor shall submit and monitor identified candidate program security risks and mitigation plans into the NASA risk management system(s) associated with technology protection.
4. The contractor shall assist Data Originators and Designating Officials in reviewing Orion project documentation to assess sensitivity and appropriate markings in accordance with NASA Procedural Requirement (NPR) 1600.1, NASA Security Program Procedural Requirements. Once sensitive information or technologies have been identified, the contractor shall be a key participant in the overall Program Protection Planning process.
5. The contractor shall coordinate the conduct of Orion Mission Critical Information (MCI) Assessments to identify potential candidate MCI based on criteria provided by the Government. As a key contributor to MCI identification, the contractor shall attend associated meetings, conduct pertinent research on candidate MCI, contribute to the MCI process (as required), and respond to follow-up questions and requests for information.
6. The contractor shall develop and present a security awareness and training program to help ensure Orion personnel understand their security responsibilities.

1.1.2 Business Management

A. NASA Business Planning

1. The contractor shall assist NASA with annual Program Operating Plan (POP) development activities. Tasks include drafting instructions to organize data submission, collection of that data, and reconciliation of data discrepancies.
2. The contractor shall perform implementation and reporting of Orion Project Office Earned Value Management (EVM) for NASA led functions in accordance with CxP 70070 Constellation Program Management Plan, Appendix F EVM System Description. Tasks include collection of EVM data for the entire Orion Project Office, both civil service and contractor activities, with the exception of the Orion lead development contractor.
3. The contractor shall perform financial and EVM analyses and reporting on Orion Project Office civil service and contractor data, including the data from Orion lead development contractor.
4. The contractor shall facilitate the development of and maintain NASA Internal Task Agreements (ITA's). This includes the coordination and implementation of inputs, the review of proposed agreements for consistency and completeness, and the assistance in submission of ITA data to NASA electronic systems.

B. Cost/Schedule Assessment

1. The contractor shall perform independent schedule assessments of Orion Project Office hardware and software development schedules including critical path analyses and Program, Evaluation, and Review Technique (PERT) to identify schedule risks, discrepancies, and potential impacts.
2. The contractor shall perform cost assessments for the Orion Project Office including review of Change Requests (CR's) for life-cycle cost impacts, development of annual independent estimates of project costs, achievability assessments and review of project financial products.
3. The contractor shall provide integrated project cost/schedule assessment reports, analyses, and products inclusive of EVM reporting.
4. The contractor shall provide cost and schedule risk mitigation plans for OPIC and Orion Project Office risks.
5. The contractor shall perform special cost and schedule trade studies.

C. Cost Estimating

1. The contractor shall perform cost estimating tasks including cost model selection, cost uncertainty analysis, selection of cost estimating methodology, developing approaches for lifecycle cost estimation, project scope definition, analysis of existing cost estimating models, documentation of cost and risk analyses.
2. The contractor shall provide cost estimates, cost and risk analyses, cost estimating reports.
3. The contractor shall review Cost Analysis Data Requirements (CADRe) products and provide recommended changes.
4. The contractor shall develop and maintain a cost model spreadsheet that quantifies the CADRe into a Life Cycle Cost tool.
5. The contractor shall provide specialized cost support to Orion related trade studies, Cost as an independent variable (CAIV) studies, and other Orion analyses.

1.1.3 Configuration Management/Data Management (CM/DM)

The contractor shall perform Configuration Management, Data Management and Meeting Support processes in accordance with CxP 72008-ANX01 CEV Project Plan: Configuration Management (CM) and Data Management (DM) Plan.

A. Configuration Management (CM)

1. The contractor shall develop, provide and maintain documentation of Orion Project Office Configuration Management processes within the NASA provided data systems (see attachment J-6, Integrated Collaborative Environment (ICE) Operation Environment and Tool Suite). Documentation may include development of desk instructions, work instructions, Configuration Management plans, Configuration Management requirements, and updates to the Crew Exploration Vehicle Project Office User's Handbook, CxP 72110.
2. The contractor shall develop processes, suggest improvements, produce desk and work instructions, and assist users in the automation of Orion Project Office Configuration Management using the NASA provided tools (See J-3, JSC Standard Load Configuration for Personal Computers and Laptops, and J-6, ICE Operating Environment and Tool Suite).
3. The contractor shall develop and maintain processes in establishing Orion Project Office product baselines and then subsequently manage change control of those product baselines. The Orion Project Office product baselines include documentation, requirements, drawings, models, hardware, software, schedules, and cost. Processes shall be integrated with all organizations supporting or interfacing with Orion Project Office, including contractors.
4. The contractor shall manage the processing of Orion Project Office CRs, change disposition documentation, Actions, and Management Directives.
5. The contractor shall operate, manage, and maintain a Configuration Management Receipt Desk (CMRD), in accordance with CxP 72110 Orion Project Office Configuration Management Office User's Handbook.
6. The contractor shall participate in Orion Project Office hardware and software certification audits by fulfilling the responsibilities as defined in CxP 72008-ANX01 CEV Project Management Plan; Configuration Management/Data Management Plan.
7. The contractor shall participate in Orion Project Office delivery acceptance reviews and readiness reviews to ensure Orion Project Office Configuration Management issues are addressed and resolved. This can include identifying issues and action items and tracking responses to actions and open work through closure of the actions.
8. The contractor shall develop a Configuration Management audit plan and conduct Configuration Management audits of Orion Project Office contracts to ensure compliance with Configuration Management requirements and processes. The contractor shall provide a detailed report of the findings and observations, and track responses to actions and open work through closure of the finding.
9. The contractor shall provide Orion Project Office Configuration Management status accounting records and reports.
10. The contractor shall maintain and ensure accuracy and completeness of data residing in the Orion Project Office status accounting systems.
11. The contractor shall validate the Orion Project Office baseline including the review and evaluation of changes to insure proper baseline maintenance.
12. The contractor shall develop and maintain metrics to provide status on the Orion Project Office Configuration Management processes.
13. The contractor shall provide weekly activity reports and updates on Configuration Management for Orion Project Office reporting.

B. Data Management (DM)

1. The contractor shall develop, provide and maintain documentation of Orion Project Office Data Management processes in NASA provided data systems (see attachment J-6, Integrated Collaborative Environment (ICE) Operation Environment and Tool Suite). This may include work instructions, plans, and handbooks
2. The contractor shall develop processes, suggest improvements, produce desk and work instructions, and assisting users in the automation of Orion Project Office Data Management using the NASA provided tools (See J-3, JSC Standard Load Configuration for Personal Computers and Laptops, and J-6, ICE Operating Environment and Tool Suite).
3. The contractor shall manage and maintain Orion Project Office documentation contained within the Integrated Collaborative Environment (Attachment J-6).
4. The contractor shall serve as the Master List Custodian for Orion Project Office. In this capacity, the contractor shall maintain the Orion Project Office Master List of work instructions, processes, and procedures in accordance with the JSC Quality Management System (QMS) Manual, JPR 5335.3.
5. The contractor shall develop and maintain Orion Project Office Data Management products, such as the master data list and Documentation Tree.
6. The contractor shall provide Data Deliverable receipt, tracking, monitoring, reporting, validation, evaluation, distribution, status, and storage of contract deliverables incoming to the Orion Project Office.
7. The contractor shall develop and maintain the process for releasing Orion Project Office product baseline data.
8. The contractor shall provide an Engineering Release Unit (ERU) for the release of Orion Project Office baseline documentation in accordance with CxP 72008-ANX01 Crew Exploration Vehicle Project Plan, Annex 1: CM and DM Plan. The Orion Project Office Engineering Release Unit shall be responsible for (1) assignment of document numbers following a defined process, (2) uploading Project approved documents to Windchill (See Attachment J-6 ICE Operating Environment and Tool Suite) or the selected library following a defined process, (3) maintaining electronic and hardcopy documents in a master file, and (4) posting document status reports.
9. The contractor shall manage the Orion Project Office process for data storage, retrieval, tracking, distribution, access control, and administration for all baselines.
10. The contractor shall provide Document Quality Assurance (DQA) for all Orion Project Office developed and controlled documentation.
11. The contractor shall develop and maintain metrics to provide status on the Orion Project Office Data Management processes.
12. The contractor shall provide weekly activity reports and updates on Data Management for Orion Project Office reporting as required.

C. Meeting Support

1. The contractor shall provide Configuration Management Secretariat support and perform planning, coordination, and execution of administrative duties supporting Orion Project meetings, such as Orion Project Office Control Boards, Panels, designated working groups, major project reviews, Technical Interchange Meetings, ad hoc management meetings, action item tracking, and project wide communications. Administrative duties include meeting facilitation, scheduling, room and IT logistical setup, action tracking, and recording, maintaining and distributing meeting minutes.
2. The contractor shall develop processes, suggest improvements, produce desk and work instructions, and assist users in the automation of meeting support using the NASA provided tools (See J-3, JSC Standard Load Configuration for Personal Computers and Laptops, and J-6, ICE Operating Environment and Tool Suite). Tasks to be automated include meeting announcements, meeting agendas, meeting minutes, meeting requests, and calendars.
3. The contractor shall manage and maintain Orion Project Office calendars and make available for project use.

4. The contractor shall manage and administer the CEV Board Support mailbox for scheduling of Orion Project Office meetings, conference rooms, videoconferencing, webex, and teleconferencing.
5. The contractor shall develop and maintain metrics to provide status of the Orion Project Office meeting support processes.
6. The contractor shall provide weekly activity reports and updates on Meeting Support for Orion Project Office reporting.

1.1.4 Risk Management

The contractor shall perform Risk Management in accordance with CxP 72091 Orion Project Office Risk Management Plan.

A. Risk Plans and Processes

1. The contractor shall review, suggest improvements, and coordinate proposed changes to Orion Project Office risk management documentation, plans and processes. Responsibilities include 1) review of Orion Project Office plans, policies, and process improvement recommendations with supporting rationale, 2) coordination of proposed changes with the Constellation Program/Orion Project Office organizations including the Orion Project lead development contractor and other NASA centers, and 3) and formal documentation and implementation of proposed changes.
2. The contractor shall provide risk management training as necessary to ensure effective risk management for the Orion Project Office.
3. The contractor shall identify and report deficiencies in existing and proposed Orion Project Office plans, policies, and processes with respect to NASA and external risk management policies and requirements.
4. The contractor shall review, suggest improvements, coordinate proposed changes, and implement changes to the NASA provided risk management information system. The system will be used to track and manage all risks associated with the Orion Project Office.
5. The contractor shall manage and administer the Orion Project Office risk management process, including scheduling, resource reporting, and metrics development, collection and reporting.

B. Risk Reporting

1. The contractor shall prepare Orion Project Office risk charts and presentation material in support of risk boards and management meetings.
2. The contractor shall participate in the Orion Project Office Risk Management Working Group.
3. The contractor shall participate in the integration of risk management documentation, processes, plans and tools among the Orion Project Office, Constellation Program Office and Exploration Systems Mission Directorate.

C. Risk Assessment

1. The contractor shall provide quantitative risk assessments and trade studies for the Orion Project Office.
2. The contractor shall identify risks and develop risk mitigation plans for the Orion Project Office for all areas covered by this SOW.
3. The contractor shall participate in working groups with the Orion Project lead development contractor and the Constellation Program Office in development of Probabilistic Risk Assessment (PRA) modeling and trade studies, in accordance with

NPR 8705.5, Probabilistic Risk Assessment (PRA) Procedures for NASA Programs and Projects and standards set by the Constellation Systems Program Office.

1.1.5 Information Technology

A. Office Automation

1. The contractor shall assist in the development, maintenance, and communication of the Orion Project Office IT processes.
2. The contractor shall complete IT Service Request Forms for the Orion Project Office, using the Johnson Space Center IRD Customer Service System 2.0, for all Orion Project Office IT needs.
3. The contractor shall serve as the IT property custodian, maintaining the Orion Project Office IT inventory, the shared equipment pool, and tracking the shared hardware/software equipment pool.
4. The contractor shall participate in the development and maintenance of the Orion Project Office IT Security Plan (including OPIC). Responsibilities include interfacing with the Constellation Program Office to ensure documentation meets program standards and is aligned with or incorporated into the Constellation Program Office IT Security Plan.
5. The contractor shall manage and maintain the Orion Project Office website(s)/portal(s). Responsibilities include responding to Orion Project Office feedback, recommending and coordinating usability and technical improvements/changes, and implementing these changes.
6. The contractor shall provide IT assistance to assess end user issues to determine appropriate resolutions, such as reporting issues to Outsourcing Desktop Initiative for NASA (ODIN), replacing user maintained items, or repairing user maintained.
7. The contractor shall manage and administer the NASA provided software available for employees use at home under NASA licensing agreements.
8. The contractor shall manage the electronic equipment in Orion Project Office's conference rooms and other common locations. The contractor shall coordinate repairs with NASA Integrated Services Network (NISN) or ODIN as appropriate. Additional responsibilities include maintenance of any organization's unique software.
9. The contractor shall manage and administer shared file resources for the Orion Project Office, including usage monitoring and reporting of usage.
10. The contractor shall develop and maintain metrics to track usage of Orion Project Office IT services, quality, and timeliness of IT services.

B. OPIC Institutional Security

1. NASA will provide standard software loads for all Government provided workstations (Reference J-3, JSC Standard Load Configuration for Personal Computers and Laptops). The contractor is responsible for training its personnel in the use the provided software.
2. Contractor personnel will utilize Government provided tools and systems for the performance of the contract requirements (reference Attachment J-6, Integrated Collaborative Environment (ICE) Operation Environment and Tool Suite). NASA will provide required training for use of the Integrated Collaborative Environment systems. Any deviations from the NASA provided tools shall be approved by NASA prior to use.
3. The contractor shall provide an IT Security Management Program Plan in accordance with DRD OPIC-IT-01.

Deliverables

The contractor shall deliver and maintain the following documents:

- DRD OPIC-IT-01: IT Security Management Program Plan

1.1.6 Reserved**1.1.7 Integrated Schedules Management****A. Orion Project Office Schedules**

1. The contractor shall develop, deliver and maintain earned value management (EVM) schedules for each office within the Orion Project Office (reference CxP 72117, Work Instruction for CEV Integrated Master Schedule Development & Maintenance). This includes collection of data in various formats to be integrated into a schedule using a logical network of tasks and dependencies, identification of key risks and critical paths, and identification of objective milestones.
2. The contractor shall understand tasks, assess the adequacy of the schedules, and evaluate the office plan and schedules for early indication of schedule variances.
3. The contractor shall interface with Orion Project Office personnel and conduct EVM scheduling update meetings to collect updated status and changes of the EVM schedules.
4. The contractor shall provide summary level EVM schedules by office for management reviews.

B. Orion Project Office Integrated Master Schedule

1. The contractor shall integrate Integrated Master Schedule (IMS) planning data in various formats from the Orion Project Office, the Orion Project lead development contractor, and the Constellation Program. Responsibilities include input, analysis, evaluation and reporting of office, project, and program schedules for interdependencies, as well as understanding the Orion Project lead development contractor planning data as the data relates to each Orion Project Office.
2. The contractor shall track and report IMS progress to the Constellation Program on Orion Project Office's control and notification milestones, and on external dependencies with other Constellation Program Projects in accordance with CxP 72008-ANX03, Integrated Master Schedule Plan.
3. The contractor shall conduct and participate in Orion Project Office schedule integration meetings. Responsibilities include development and presentation of Orion Project Office schedules, with status to Orion Project Office management and real-time discussion of schedules as they relate to integration of activities across the Constellation Program.
4. The contractor shall analyze and evaluate the Orion Project lead development contractor's schedules and identify any issues and discrepancies. Responsibilities include review and evaluation of submittals from the Orion Project lead development contractor as well as interaction during working group meetings.

1.1.8 Special Studies - Reserved**1.2 ORION PROJECT OFFICE VEHICLE INTEGRATION****1.2.1 Vehicle Integration Management and Administration****A. Vehicle Integration Management**

1. The contractor shall participate in technical reviews, meetings, and integrated assessments.
2. The contractor shall participate in technical reviews of Engineering Change Proposals (ECPs).
3. The contractor shall develop and document criteria and methodologies for requirements verification.

4. The contractor shall provide planning, coordination, and review of products for programmatic and engineering reviews, such as PDR, CDR, and Design Certification of hardware and software.
5. The contractor shall perform planning and coordination for systems engineering and integration efforts (including task agreements) for the Orion Project Vehicle Integration Office.
6. The contractor shall develop a process and disciplined approach to be used for assessing, documenting and tracing achievability of the emerging set of Orion Project Office requirements (i.e., the assessment of whether the Orion Project Office requirements suite can be fully realized in the current spacecraft design, as designs are updated).
7. The contractor shall analyze, document and report status on Orion Project Office achievability of the emerging set of requirements
8. The contractor shall participate in and perform special studies for Vehicle Integration Management.

B. Administration for Vehicle Integration

1. The contractor shall participate in development, process improvement, and documentation of Orion Project Office systems engineering processes, tools, metrics and training.
2. The contractor shall develop, document, and assist in training on an integrated process for conducting requirements achievability assessments, and ratings/rankings of impacts of requirement to an integrated vehicle.
3. The contractor shall provide recommendations for development of Orion Project Office technical metrics that are uniform, predictive, and objectively measurable.
4. The contractor shall participate with other Orion Project Office elements (e.g., Crew Module Office, Service Module Office, Launch Abort System Office, Test and Verification Office) to ensure coordination and implementation of processes, tools, and metrics.

1.2.2 Requirements Definition and Management

A. Orion Project Office Vehicle Integration Requirements

1. The contractor shall develop products, reports, plans, and schedules that facilitate coordination of Orion Project Office requirements analysis effort.
2. The contractor shall participate in development, process improvement, and documentation of Orion Project Office systems requirements.
3. The contractor shall perform analysis to determine the proper allocation and traceability of Orion Project Office requirements.
4. The contractor shall review, analyze and report on Orion Project Office requirements documents to ensure consistency between requirements in lower-level and higher-level requirements documentation.
5. The contractor shall participate with the Orion Project Office in implementing new requirements through technical analysis of the requirements, developing supporting technical rational, and implementation of requirements.
6. The contractor shall participate in and perform special studies for Vehicle Integration Requirements.

1.2.3 Orion Project Office and Program Integration and Interfaces Management

A. Orion Project Office and Constellation Program Integration and Interfaces Management

1. The contractor shall analyze, document, and provide process improvement recommendations to External Interface Control Documents (EICDs).

2. The contractor shall participate in and perform special studies for Integration and Interface Management.
3. The contractor shall perform Orion interface planning and definition.
4. The contractor shall evaluate design and requirements as they evolve to identify interface issues.

1.2.4 Integrated Performance Analysis

A. Vehicle Integration Performance

1. The contractor shall participate in and perform special studies for Vehicle Integration Performance.
2. The contractor shall develop and design analysis tools for the Orion Project Office and document architecture.
3. The contractor shall participate in Integrated Performance Analysis for the Orion Project Office. Responsibilities include investigating, analyzing, documenting, and reporting on systems engineering processes and analysis tools.

1.2.5 Cabin and Cockpit Layout requirements

A. Vehicle Integration of the Cabin and Cockpit

1. The contractor shall participate in development, process improvement, and documentation of Orion Project Office Vehicle Integration processes, plans, products, schedules, and requirements of the Cabin and Cockpit Layout.
2. The contractor shall perform analysis to determine the proper allocation and traceability of Orion Project Office requirements.
3. The contractor shall review, analyze and report on Orion Project Office requirements documents to ensure consistency between requirements in lower-level and higher-level requirements documentation.
4. The contractor shall provide recommendations to technical discipline experts to supplement the understanding and implementation of Orion Project Office requirements.
5. The contractor shall participate in and perform special studies for Vehicle Integration of the Cabin and Cockpit.

1.2.6 Orion Project Office Systems Integration Management

A. Systems Integration

1. The contractor shall perform systems integration planning, definition, coordination, and documentation of the Orion Project Office architecture definition and engineering functions, including interfaces with other Constellation Program Projects.
2. The contractor shall participate in and perform special studies for Systems Integration.

1.2.7 Flight and Ground Operations Integration

A. Orion Project Office and Constellation Program Integration

1. The contractor shall perform integration planning, definition, coordination, and documentation for the Orion Project Office concept of operations processes and procedures.
2. The contractor shall develop processes, plans, system requirements, training, procedures, and work associated with the preparation, launch, flight execution, and recovery functions of the Orion Project Office in cooperation with the Constellation Ground Operations and Mission Operations Projects. Responsibilities include participating in development of a concept of operations, plans for detailed ground

- operations, flight operations, and operations during design, range safety, training, transition, and payload and cargo integration.
3. The contractor shall perform integration activities in support of Orion Project Office Flight, Ground, Payload, and Cargo operations.
 4. The contractor shall participate in and perform special studies for Orion Project Integration and Constellation Program integration.

1.2.8 Specialty Engineering

A. Specialty Systems Engineering and Integration

1. The contractor shall perform systems engineering and integration functions for the specialty engineering disciplines of human engineering, materials and processes, electromagnetic compatibility, Electrical, Electronic, and Electromechanical (EEE) parts, natural and induced environments, Micrometeoroid and Orbital Debris (MMOD) analyses, and radiation to the Orion Project Office System design and integration processes.
2. The contractor shall perform integration planning, definition and documentation of the Orion Project Office specialty engineering requirements.
3. The contractor shall participate in and perform special studies for Orion Project Integration and Constellation Program integration.

1.2.9 Aerosciences

A. Aerodynamic & Aerothermodynamic Systems Engineering & Integration

1. The contractor shall perform integration planning, definition and documentation of the Orion Project Office aerodynamic and aerothermodynamic characterization of the vehicle.
2. The contractor shall participate in and perform special studies for Orion Project Integration and Constellation Program integration.

1.2.10 Orion Project Office Assembly Integration and Production

A. Assembly Integration & Production Systems Engineering & Integration

1. The contractor shall participate in planning, definition, and documentation of the production of an integrated, verified, and validated Orion vehicle.
2. The contractor shall participate in and perform special studies for Assembly Integration & Production Systems Engineering & Integration.

1.3 RESERVED-SAFETY RELIABILITY AND QUALITY ASSURANCE

1.4 TECHNOLOGY DEVELOPMENT

A. Advanced Development Project Integration

1. The contractor shall provide planning, coordination, and review of products for Advanced Development project reviews such as Systems Definition Review and PDR.
2. The contractor shall coordinate identification of risks and development risk mitigation plans associated with the Advanced Development Projects.
3. The contractor shall coordinate tasks performed by other Orion Project Office Offices in support of Technology Development including resource analysis, scheduling and schedule assessments, baseline and reference data management, web and Windchill expertise, and board/panel administrative support.

4. The contractor shall track and report status on actions for support, development, and review of Advanced Development Projects related program CRs. Responsibilities include preparing materials and decision packages for program reviews, external reviews, audits, presentations, and technical papers, and performing associated records management.
5. The contractor shall participate in reviews of ECPs.

1.5 RESERVED

1.6 ORION PROJECT OFFICE SPACECRAFT DEVELOPMENT

1.6.1 Crew Module

1.6.1.1 Crew Module Management and Administration

A. Crew Module Office Management & Administration

1. The contractor shall perform planning and coordination for the Crew Module Office efforts (including task agreements).
2. The contractor shall develop a process and disciplined approach to be used for assessing, documenting and tracing achievability of the emerging set of Orion Project Office requirements (i.e., the assessment of whether the Orion Project Office requirements suite can be fully realized in the current spacecraft design, as designs are updated).
3. The contractor shall analyze, document and report status on Orion Project Office achievability of the emerging set of requirements (i.e., status on the assessment of how the Orion Project Office requirements suite is being realized in the current spacecraft design).
4. The contractor shall participate in and perform special studies for the Crew Module Office.
5. The contractor shall participate in technical reviews of ECPs.
6. The contractor shall provide planning, coordination, and review of products for programmatic and engineering reviews, such as PDR, CDR, and Design Certification of hardware and software.
7. The contractor shall coordinate tasks performed by other Orion Project Office offices in support of the Crew Module Office, including resource analysis, scheduling and schedule assessments, baseline and reference data management, web and Windchill expertise, and board/panel administrative support.
8. The contractor shall track and report status on actions for support, development, and review of Crew Module Office related program CRs. Responsibilities include preparing materials and decision packages for program reviews, external reviews, audits, presentations, and technical papers, and performing associated records management. The contractor shall participate in reviews of ECPs.

1.6.1.2 Crew Module Systems Engineering and Integration

A. Integrated Crew Module Architecture & Engineering

1. The contractor shall perform tasks for the systems engineering and integration of Crew Module across all aspects of the Crew Module development efforts. Responsibilities include integration of Crew Module discipline-specific efforts to manage the overall integrated crew module architecture definition and engineering functions.
2. The contractor shall perform analysis to determine the proper allocation and traceability of Orion Project Office requirements within the Crew Module Office.

3. The contractor shall provide independent assessment and validation of Crew Module subsystems and components required to meet Orion Project Office module-level and interface requirements.
4. The contractor shall perform tasks such as data collection, review and comments to facilitate the definition and documentation of the Crew Module Interface Control Documents (ICDs).
5. The contractor shall provide assistance to technical discipline experts in understanding and implementing requirements.

1.6.1.3 Reserved - Crew Module Subsystems

1.6.1.4 Crew Module Government Furnished Equipment Products

A. Government Furnished Equipment Product Development & Integration

1. The contractor shall provide planning, coordination, and review of products for programmatic and engineering reviews, such as PDR, CDR, and Design Certification of hardware and software.
2. The contractor shall coordinate tasks performed by other Orion Project Office offices in support of the Crew Module Office, including resource analysis, scheduling and schedule assessments, baseline and reference data management, web and Windchill expertise master support, and board/panel administrative support.
3. The contractor shall track and report status on actions for support, development, and review of Crew Module Office related program CRs. Responsibilities include preparing materials and decision packages for program reviews, external reviews, audits, presentations, and technical papers, and performing associated records management.

1.6.1.5 Crew Module Test and Verification

A. Test & Verification of Crew Module ADP/GFE

1. The contractor shall develop criteria and methodologies for requirements verification.
2. The contractor shall develop strategies for verification of Crew Module architecture requirements, interface requirements and program controlled requirements that are allocated to elements and projects.
3. The contractor shall perform developmental test planning and implementation for Crew Module Office related interface requirement and design definition.
4. The contractor shall identify and perform tasks to arrange facilities and support assets for interface and integration tests.

1.6.1.6 Crew Module Assembly, Integration and Production

A. Assembly, Integration and Production of Crew Module Flight Test Article & Crew Module Ground Support Equipment

1. The contractor shall participate in the definition and documentation of the integrated Crew Module certification and acceptance process. Responsibilities include preparing materials and decision packages for program reviews, external reviews, audits, presentations, and technical papers, and performing associated records management.
2. The contractor shall participate in development and documentation of assembly and integration requirements with requirements owners.
3. The contractor shall analyze, develop, document, and provide implementation recommendations for hardware and software integration and test strategies covering acceptance and sustaining engineering.
4. The contractor shall participate in processing, integration and checkout facility and equipment interface development testing and verification.

1.6.5 Software

A. Orion Project Office Software

1. The contractor shall perform planning, definition, and documentation of the systems engineering and integration processes for Orion Project Office spacecraft software.

1.7 RESERVED

1.8 RESERVED

1.9 RESERVED

1.10 ORION PROJECT OFFICE TEST & VERIFICATION (T&V)

1.10.1 T&V Management and Administration

A. T&V Office Development & Management

1. The contractor shall analyze, assess and participate in long-range project planning for the Orion Project Office's master verification strategy for all flight and ground-interface systems.
2. The contractor shall coordinate with other offices within the Constellation program and projects to establish content, schedule, cost, deliverables, and services.
3. The contractor shall perform planning and coordination for the T&V Office efforts (including task agreements).
4. The contractor shall perform planning such as master integration planning and programming design for projects, taking into account feasibility, cost and economics.
5. The contractor shall track actions for development, and review of T&V related CRs. Responsibilities include preparing material and decision packages for project reviews, external reviews, audits, presentations, and technical papers, and performing associated records management.
6. The contractor shall perform technical reviews and integrated assessments of discipline expert inputs.
7. The contractor shall develop and document criteria and methodologies for T&V requirements verification.
8. The contractor shall provide planning, coordination, and review of products for Programmatic and Engineering Reviews such as PDR, CDR, and Design Certification of hardware and software.
9. The contractor shall participate in the definition and documentation of T&V systems engineering processes.

1.10.2 Verification Management

A. Project Requirements Verification Development & Management

1. The contractor shall coordinate, develop, integrate, maintain, and manage of the Crew Exploration Vehicle Master Verification Plan, CxP 72097, Systems Requirement Document verification requirements, and the Verification Logic Network.
2. The contractor shall participate and coordinate the Verification Closure process. Responsibilities include preparing material and decision packages for program reviews,

3. external reviews, audits, presentations, and technical papers, and performing associated records management for the Verification Closure process.
4. The contractor shall participate in the definition and management of the integrated spacecraft certification and acceptance process.
5. The contractor shall provide recommendations and guidance to requirement owners in development of verification requirements.
6. The contractor shall participate in technical reviews of ECPs.
7. The contractor shall perform technical reviews and integrated assessments of discipline expert inputs.
8. The contractor shall develop and document criteria and methodologies for requirements verification.

1.10.3 Integrated T&V

A. Ground Testing Integration

1. The contractor shall develop strategies for verification of all Orion Project Office architecture requirements, interface requirements and program controlled requirements that are allocated to elements and projects.
2. The contractor shall plan development testing activities for requirements and design definition activities.
3. The contractor shall provide T&V coordination with Constellation SE&I and T&V groups and system and discipline teams to develop the teams integrated T&V strategies.
4. The contractor shall develop and provide a plan for representing the end-to-end, logical relationships (dependencies) between verification tasks, activities, and events into Verification Activity Implementation Networks.
5. The contractor shall develop integrated hardware and software T&V requirements objectives, plans and agreements with system integration groups and architecture teams.
6. The contractor shall develop, recommend, and implement hardware and software integration and test strategies covering early development through certification and sustaining engineering.
7. The contractor shall perform developmental test planning and implementation for interface requirement and design definition.
8. The contractor shall perform tasks to enable processing, integration and checkout facility and equipment interface development testing and verification.
9. The contractor shall participate in definition and documentation of interface tooling and test equipment requirements.
10. The contractor shall participate in technical reviews of ECPs.
11. The contractor shall perform technical reviews and integrated assessments of discipline expert inputs.
12. The contractor shall develop and document criteria and methodologies for requirements verification.

1.10.4 Facilities

A. Facilities Development, Management, and Integration

1. The contractor shall assess and report progress on the development (design and construction), management, and maintenance of the CEV Avionics Integration Laboratory (CAIL), the CEV Exploration Electrical Power System (EPS) Testbed (EEST), and other test facilities..
2. The contractor shall perform processing, integration and checkout facility and equipment interface development testing and verification.
3. The contractor shall participate in definition and documentation of interface tooling and test equipment requirements.

4. The contractor shall perform tasks for identification, arrangement and preparation of facilities and associated assets for interface and integration tests.
5. The contractor shall identify and arrange for facilities and associated assets needed for Orion Project Office flight tests.
6. The contractor shall participate in technical reviews of ECPs.
7. The contractor shall perform technical reviews and integrated assessments of discipline expert inputs.
8. The contractor shall develop and document criteria and methodologies for requirements verification.

1.10.5 Ground Test Pathfinder Hardware

A. Government Hardware Development for Ground Test

1. The contractor shall participate in technical reviews of ECPs.
2. The contractor shall perform technical reviews and integrated assessments of discipline expert inputs.
3. The contractor shall develop and document criteria and methodologies for requirements verification.

1.10.6 Flight Test

A. Flight Test Development, Integration, and Management

1. The contractor shall provide T&V coordination with Constellation SE&I and T&V groups and system and discipline teams to develop the teams integrated T&V strategies.
2. The contractor shall participate in preparation and development of flight element integration testing requirements and plans.
3. The contractor shall provide inputs to the definition of final pre-flight checkouts and switch list requirements.
4. The contractor shall develop document, recommend and implement Orion Project Office T&V Office flight testing strategy. Formulate flight testing objectives, requirements and plans in collaboration with Constellation and Orion Project Office system integration and verification strategists and with participating element projects.
5. The contractor shall perform planning of Orion Project Office validation flight tests performed to confirm that systems being deployed are able to accomplish the mission elements they intended to satisfy.
6. The contractor shall plan and document integrated safety and crew survival-function flight testing, such as ascent abort testing and assignment of flight testing requirements to elements.
7. The contractor shall identify and arrange for facilities and associated assets needed for Orion Project Office flight tests.
8. The contractor shall participate in technical reviews of ECPs and CRs.
9. The contractor shall provide technical reviews and integrated assessments of discipline expert inputs.
10. The contractor shall develop and document criteria and methodologies for requirements verification.

1.10.7 Special Studies – T&V

A. Special Studies

1. The contractor shall perform special studies in support of the T&V office.
2. The contractor shall develop and design analysis tools.
3. The contractor shall serve as technical advisor and consultant to the tools, processes and training chief on such matters as overall T&V processes and tools.

1.11 RESERVED-EDUCATION AND PUBLIC OUTREACH**2.0 ADVANCED PLANNING OFFICE (APO)**

The contractor shall perform tasks for the Johnson Space Center advanced planning effort across all aspects of the advanced planning development and implementation, core competency identification and technology investment recommendations.

A. Advanced Planning Development and Implementation

1. The contractor shall develop and document a 15 to 25-year JSC Advanced Plan and associated Business Plan.
2. The contractor shall identify future JSC core competencies required to enable the above referenced plans.
3. The contractor shall provide methodology for technology gap analysis and selection criteria for potential new technology development.
4. The contractor shall develop and maintain a JSC technology portfolio.
5. The contractor shall provide all products necessary for a monthly management review of the JSC Advanced Plan and the JSC technology portfolio. Products shall include technical, cost, and schedule status as well as risk assessment(s) if applicable.
6. The contractor shall develop and maintain APO website.
7. The contractor shall serve as technical information representative.
8. The contractor shall perform trade studies for the technology investment selection process.

ATTACHMENT J-2

DATA REQUIREMENTS LIST (DRL) & DATA REQUIREMENTS DOCUMENTS (DRD)

DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc.		b. Contract/RFP No.			c. DRL Date/Mod Date	
Orion Project Integration Contract		NNJ07191172R			July 2007	
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies
OPIC-BM-01	NF 533 Cost Reporting	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type b. Number 3 3
8. Distribution (<i>Continue on a blank sheet if needed</i>)		9. Remarks				
ZV/COTR BT/Contract Specialist LZ/Orion Resources		Initial NF533Q due within 30 days after ATP NF533M due not later than 10 working days after close of contractor's monthly accounting period. NF533Q Due not later than the 15 th day of the month preceding the quarter being reported.				
OPIC-BM-02	Workforce Reporting	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type b. Number 3 3
8. Distribution (<i>Continue on a blank sheet if needed</i>)		9. Remarks				
ZV/COTR BT/Contract Specialist LZ/Orion Resources		Initial report shall be submitted within 30 days after authorization to proceed. Submission frequency is Semi-Annual. Supplemental reports may be requested.				
OPIC-IT-01	Information Technology (IT) Security Management Program Plan	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type b. Number 1 3
8. Distribution (<i>Continue on a blank sheet if needed</i>)		9. Remarks				
ZV/COTR BT/Contract Specialist IM/Chief Information Officer (CIO) Representative to Procurement		Initial due within 30 days of contract start.				
OPIC-PM-01	OPIC Management Plan	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Block 9	See Block 9	See Block 9	a. Type b. Number 1 3
8. Distribution (<i>Continue on a blank sheet if needed</i>)		9. Remarks				
ZV/COTR BT/Contract Specialist		Initial due with submission of proposal.				

DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc.			b. Contract/RFP No.		c. DRL Date/Mod Date		
Orion Project Integration Contract			NNJ07191172R		July 2007		
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number	
OPIC-PM-02	Management Review Products (MRP)					2	3
	8. Distribution (Continue on a blank sheet if needed) ZV/COTR BT/Contract Specialist		9. Remarks Monthly and Quarterly reports required.				
1. Line item no.	2. DRD Title	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number	
OPIC-PM-03	Phase-in Plan					1	3
	8. Distribution (Continue on a blank sheet if needed) ZV/COTR BT/Contract Specialist		9. Remarks Initial due with submission of proposal.				
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number	
OPIC-PR-01	Contract Close-out Plan					2	3
	8. Distribution (Continue on a blank sheet if needed) ZV/COTR BT/Contract Specialist		9. Remarks One time submittal at CO's discretion.				
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number	
OPIC-PR-02	Wage/ Salary and Fringe Benefit Data					2	3
	8. Distribution (Continue on a blank sheet if needed) ZV/COTR BT/Contract Specialist		9. Remarks Initial submittal due at end of phase-in period. Annual updates required 90 days prior to anniversary of contract.				

DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc.			b. Contract/RFP No.		c. DRL Date/Mod Date	
Orion Project Integration Contract			NNJ07191172R		July 2007	
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 1 3
OPIC-PR-03	Organizational Conflict of Avoidance Plan					
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZV/COTR BT/Contract Specialist			9. Remarks Initial due with submission of proposal.			
1. Line item no.	2. DRD Title	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 1 3
OPIC-SA-01	Safety and Health Plan					
8. Distribution (<i>Continue on a blank sheet if needed</i>) See DRD			9. Remarks Initial due with submission of proposal.			
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 2 3
OPIC-SA-02	Safety and Health Program Self Evaluation					
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZV/COTR BT/Contract Specialist			9. Remarks Report due annually.			
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency See Block 9	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 2 6
OPIC-SA-03	Monthly Safety and Health Metrics					
8. Distribution (<i>Continue on a blank sheet if needed</i>) See DRD			9. Remarks Report required monthly by the 10 th of each month.			

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The Contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) regulation or clause, the regulation will take precedence over the DPD, per FAR 52.215-8.

1.2 DPD Description: This DPD consists of an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.2.1 The DRL and the Data Requirements Matrix (DRM) are the same under this contract.

1.2.2.2 The following definitions apply for submission activities:

Initial – First release of a document.

Update – Update to a document.

Final – Baseline version of the document. The baseline version of the document shall be maintained and updated as required throughout the life of the contract.

1.2.2.3 Unless otherwise specified, days called out in the submission matrix are calendar days.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
BM	Business Management
PM	Program Management
PR	Procurement
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been divided into sections in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL pages that precedes the DRD's.

1.2.4 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

- 1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

<u>TYPE</u>	<u>DESCRIPTION</u>
1	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
2	NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. Data shall be submitted to the procuring activity for review not less than 45 calendar days prior to its release for use or implementation. The Contractor shall clearly identify the release target date in the "submitted for review" transmittal. If the Contractor has not been notified of any disapproval prior to the release target date, the data shall be considered approved. To be an acceptable delivery, disapproved data shall be revised to remove causes for the disapproval before its release.
3	These data shall be delivered by the Contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data must satisfy all applicable contractual requirements.
4	These data are produced or used during performance of the contract and are retained by the Contractor. They shall be delivered when NASA requests it according to instructions in the request. The Contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
5	These data are incidental to contract performance and are retained by the Contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the Contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.

2.0 STATEMENT OF GENERAL REQUIREMENTS

- 2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 13.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 11, Remarks of the DRD. These do not constitute a contractual obligation on the Contractor. They are to be used only as a possible example or to provide related information to assist the Contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

- 2.2.1 The Contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The Contractor shall validate these requirements for documents when appropriate; where the requirement concerns other Contractor data, the Contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the Contractor.
- 2.2.2 Reference to subcontractor data in the Contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is required. Electronic deliverables shall be printable where possible. The Contractor will not be required to deliver the data in a printable format for data deliverables such as binary executables, CAD models, mathematical models, etc. which are not printable. The versions of all submittals shall be confirmed prior to delivery such that the delivered version corresponds to the intended delivered version.

Data submittals in MS Word, MS Project, Excel or PowerPoint shall consist of a single, searchable Adobe Acrobat PDF file in addition to the native Word, Excel, Project or PowerPoint electronic file(s).

Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission with the concurrence of NASA. The organization of the contents of the integrated ZIP file must be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product.

All native format files delivered by the Contractor shall be readable by COTS software. Where the native file formats are not readable by COTS software, and with the concurrence of the NASA COTR, the Contractor shall deliver the application (source code and executable) required in order to read the native file format. The preferred format for CAD data will be Pro Engineer. The Contractor may request an alternative format.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. DRD's which require hardcopy submittals will indicate this in Item 13.4, Format. The hardcopy package shall consist of the Contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Transmittal

2.3.3.1 Data shall be transmitted to NASA via the Integrated Collaborative Environment (ICE) in accordance with Attachment J-6, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.3.2 Data Transmittal Package: Each data transmittal package shall include:

- a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
 1. Contract number.
 2. Data Requirements Description (DRD) number.
 3. DRD data type (specified in Item 3 on the DRD).
 4. Submission date or milestone being satisfied.
 5. Document number and revision.
 6. Document title.
 7. File names of all files being delivered; multiple files per document must be clearly related to the document.
 8. Distribution (as defined by the Contracting Officer's letter).
 9. Requested response date.
- b. Printable electronic files or hardcopy data.

- 2.3.4 Use of the ICE Repository: See J-6, ICE Operating Environment for details on using the ICE repository.
- 2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:
- Method of reproduction – offset/xerography.
 - Finished size – 8 1/2" X 11".
 - Paper – 20-pound opaque bond.
 - Cover – Litho cover stock.
 - Pages will be printed on both sides; blank pages will be avoided when possible.
 - Oversize pages will be avoided when possible, but if necessary will be folded to 8 1/2" X 11".
 - Binding shall be the most economical method commensurate with the size of the report and its intended use.
- 2.5 Contractor's Internal Documents: The Contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD. The format being used by the Contractor's internal documents shall be readable by COTS tools.
- 2.6 Document Identification: Type 1 and 2 documents published by the Contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the Contractor and, if applicable, as approved by NASA. This number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, will be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.
- 2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The Contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the Contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.
- 2.8 Maintenance of Type 1 Document Submittals
- 2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
- 2.8.2 Individual page revisions shall be made as deemed necessary by the Contractor or as directed by the Contracting Officer.
- 2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the Contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire

contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

- 2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.
- 2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that will identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change..
- 2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability will be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

- 3.1 NASA-Initiated Change: New and/or revised data requirements will be incorporated by contract modification to which the new or revised portion of the DPD will be appended. The Contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the Contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

- 3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

- 3.3.1 Changes to a contractual issue of this DPD will be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page will be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page will be deleted by the current revision.

- 3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block will be entered in the "Superseding" block.

- 3.3.3 The Document Change Log entitled "Incorporated Revisions" will be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

- 3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

- 3.4.1 When conditions warrant, the DPD will be reissued by NASA and will supersede the existing DPD in its entirety. Reissues will be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) will be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which will commence with "A" and progress through "Z," will be entered in the DPD identification block of each DRD page of the DPD.

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title NF 533 Cost Reporting	2. Date of current version July 2007	3. DRL Line lte No. OPIC-BM-01	RFP/Contract No. (Procurement completes) NNJ07191172R
4. Use (Define need for, intended use of, and/or anticipated results of data) See SCOPE		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) NASA Procedural Requirements (NPR) 9501.2D "NASA Contractor Financial Management Reporting,"		7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.1.1.1 B OPIC-BM-02	

8. Preparation Information (Include complete instructions for document preparation)**SCOPE:**

The NASA Form 533 (NF533) reports provide data necessary for the following:

1. Projecting costs and hours to ensure that dollar and labor resources realistically support project and program schedules.
2. Evaluating contractors' actual cost and fee data in relation to negotiated contract value, estimated costs, and budget forecast data.
3. Planning, monitoring, and controlling project and program resources.
4. Accruing cost in NASA's accounting system, providing program and functional management information, and resulting in liabilities reflected on the financial statements

CONTENT:

Cost is a financial measurement of resources used in accomplishing a specified purpose, such as performing a service, carrying out an activity, acquiring an asset, or completing a unit of work or project. NASA Procedural Requirements (NPR) 9501.2D entitled "NASA Contractor Financial Management Reporting," or its most current revision, identifies the cost reporting requirements for a contract.

NASA is required by law to maintain accrual accounting, which requires cost to be reported in the period in which benefits are received, without regard to time of payment. Examples of accrual accounting for common cost elements reported on the NF533 follow:

<u>Cost Elements</u>	<u>Definitions</u>
Labor	Reported to NASA as hours are incurred.
Equipment & Materials (commercial off the shelf)	Generally reported to NASA when received and accepted by the contractor.
Manufactured Equipment	Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to calculate the cost accrual amount.
Leases	Reported to NASA using a proration over the life of the lease.
Travel	Reported to NASA as costs are incurred.

<i>Subcontracts</i>	Actual and estimated costs reported by prime contractors shall include subcontractors' incurred costs for the same accounting period. Where subcontract costs are material, they should be separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific sub- divisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Firm Fixed Price subcontracts with a contract value greater than \$500,000, the prime contractor is required to document the methodology used to generate the sub- contractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).
<i>Unfilled Orders</i>	Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors.
<i>Fee</i>	Should be accrued as earned using a consistent and auditable method to determine the amount. For example: an acceptable method would be to use historical data to determine the amount to accrue each month. Fee should be reported on the NF533 following the "Total Cost" line. Award fee must be reported by the following categories: Base Fee, Fee Earned, Interim Fee, Provisional Fee, Potential Additional Fee, and Total Fee. If any of the above fee categories do not pertain, they should not be included in the NF533.
<i>Prompt Payment Discounts</i>	Cumulative cost reported to NASA should be the full incurred cost. The prompt payment discount amount taken should be reported as a separate line item on the NF533 below the cumulative cost amounts for the contract.

The NF533 reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.

Uncompensated overtime hours worked should be reported on NF533 reports as a separate line item or in the footnotes.

FORMAT:

An initial NF533 report is required in the NF533Q format to be used as a baseline for the life of the contract. The initial (baseline) NF533Q report shall be submitted by the contractor within 30 days after authorization to proceed has been granted. The initial report shall reflect the original contract value detailed by negotiated reporting categories and shall be the original contract baseline plan. In addition to the initial (baseline) report, monthly NF533 reporting shall begin no later than 30 days after the incurrence of cost.

Column 7b (planned cost incurred/hours worked for the month) and 7d (cumulative planned cost incurred/hours worked) of the NF533M represent the negotiated baseline plan for the contract. There may not be a relationship between the estimates provided in columns 8 of the NF533M to columns 7b and 7d. Columns 7b and 7d represent the legally binding contract negotiated baseline plan plus all authorized changes.

Short and long-term cost estimates, which include all data entered in columns 8 and 9a on the NF533M and NF533Q reports, shall be based on the most current and reliable information available.

Prior period cost adjustments should be reported in column 7a and 7c of NF533M and column 7a of the NF533Q with a footnote discussing the reasons for and amounts of the adjustments.

Monthly NF533 reporting is no longer required once the contract is physically complete, provided the final cost report includes actual cost only (no estimates or forecasts). The contractor must continue to submit monthly NF533 reports as long as estimates for the following period are included. If the final cost of a contract changes after the submission of the "final" contractor cost report, the contractor must submit a revised NF533 report in the month the cost change is

recognized.

Electronic NF533 Requirement

In addition to submitting the NF533M or NF533Q in a hardcopy format, the contractor, upon request, shall submit the NF533 electronically by the same due date as the hardcopy. The data shall be submitted via email using the Government prescribed flat file format (see attached Agency Defined File Format for an example of the layout details) and shall include the following header information from the hardcopy.

<u>Data Element</u>	<u>Description</u>
Contract Number	NASA assigned contract number
Modification Number	Latest definitive Modification Number
Accrual Date	Date the data was generated for
Report Period End Date	Period ending date of the NF533
Operating Days	Number of operating days for the current NF533
Date Received/Submitted	Date the report is submitted
CCR Format	Monthly (NF533M) or Quarterly (NF533Q)
Cost Unit of Measure	Unit of measure used to report cost on the NF533 report
HR/WYE Unit of Measure	Unit of measure used to report Hours/Work Year Equivalents (WYEs) on the NF533 report
Authorized Contractor Representative	Name of Contractor Approving Officer
Authorized Contractor Representative Date Signed	Date the NF533 is approved and signed by the authorized Contractor Representative
Monthly Grand Total Cost Incurred (7a)	Grand Total Actual Monthly cost for the prior month (column 7a on the NF533)
Monthly Grand Total HR/WYE (7a)	Grand Total Actual monthly hours/WYEs for the prior month (column 7a on the NF533)
Monthly Grand Total Cost Planned (7b)	Prior month planned cost (column 7b on the NF533)
Grand Total Cost Incurred ITD (7c)	Grand total contract cost from Inception to Date (ITD) (column 7c on the NF533)
Grand Total Planned Cost (7d)	Grand total planned contract cost (column 7d on the NF533)
Grand Total Estimated Cost (8a)	Grand total current month cost estimate (column 8a on the NF533)
Grand Total Estimated HR/WYE (8a)	Grand total current month HR/WYE estimate (column 8a on the NF533)
Grand Total Next Month Estimated Cost (8b)	Grand total next month cost estimate (column 8b on the NF533)
Grand Total Balance of Contract (8c)	Contract Balance for the remaining estimate to complete (column 8c on the NF533)
Grand Total Contractor Estimate (9a)	Contractor estimate to complete entire scope of contract (column 9a on the NF533)
Grand Total Contract Value (9b)	Contractor distribution of contract value by the reporting categories (column 9b on the NF533)
Grand Total Unfilled Orders Outstanding (10)	Unfilled order outstanding at the end of the reporting period (column 10 on the NF533)

The flat file will also contain detail information for each Reporting Category (RC). A Reporting Category correlates to a task order, delivery order, or Work Breakdown Structure (WBS) and is the level at which cost is reported. Each RC can have Sub-Reporting Category line items (detailed cost elements) that add up to a RC. **The Contractor is required to coordinate with the NASA Resource Analyst assigned to the contract in order to establish and maintain the Reporting Categories the contractor shall use to comply with this data requirement.** The chart below describes the data elements to be included in this section of the flat file (see attached Agency Defined File Format for specific layout details).

<u>Data Element Name</u>	<u>Description</u>
Reporting Category (RC)	Task, Delivery Order, Work Breakdown Structure
Cost Incurred for Month (7a)	Prior month actual cost incurred for each RC (column 7a on NF533)
HR/WYE Incurred for Month (7a)	Prior month actual HR/WYE incurred for each RC (column 7a on NF533)

Contract prior month planned cost (7b)	Planned cost for prior month for each RC (column 7b on NF533)
Contract ITD cost (7c)	Contract ITD cost for each RC (column 7c on NF533)
Contract planned ITD cost (7d)	Contract planned ITD cost for each RC (column 7d on NF533)
Current month estimated cost (8a)	Cost estimate for the current month for each RC (column 8a on NF533)
Current month estimated HR/WYE (8a)	HR/WYE estimate for the current month for each RC (column 8a on NF533)
Next month estimated cost (8b)	Estimated cost for next month for each RC (column 8b on NF533)
Balance of Contract (8c)	Balance of contract for the remaining estimate to complete for each RC (column 8c on NF533)
Contractor Estimate (9a)	Contractor estimate for the total estimate to complete entire scope of contract for each RC (column 9a on NF533)
Contract Value (9b)	Contract value based upon contract modifications for each RC (column 9b on NF533)
Unfilled orders outstanding (10)	Unfilled orders outstanding at the end of the reporting period for each RC (column 10 on NF533)
Reporting Category level	Used by NASA's accounting system to determine the RC level
Reporting Category Identifier	Identifies if the RC is a actual Reporting Category or a Sub-Reporting

Category

The flat file shall be saved as a text file with no extension (do not include .txt after the file name) and named in strict accordance with the specific format described in the attached Agency Defined File Format document.

Distribution:

- LF6 Cost Accounting (1 hardcopy)
- _____ Contracting Officer (1 hardcopy)
- _____ Budget/Program Analyst (1 hardcopy)
- _____ Technical (1 hardcopy)
- _____ Upon Request, E-Mail Account (1 electronic copy)

File names must be provided in a specific format. Each file name will begin with the SAP 2 Character center abbreviation listed below. The contract number and date will be included in the file name as well. Below is a sample file name.

MACFPS001_NAS00-0001_yyyy_mm_dd

SAP 2 Charter Center Abbreviations

Headquarters	HQ	Dryden	DR
Marshall	MA	Goddard	GO
Ames	AM	Stennis ST	
Glenn	GL	Johnson	JO
LangleyLA		Kennedy	KE

MAINTENANCE:

See DRL

The due dates reflect the date the NF533 reports are received by personnel on the distribution list, not the date the reports are generated or mailed by the contractor. It is critical that the NF533 reports are submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system.

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Workforce Reporting	2. Date of current version July 2007	3. DRL Line Item No. OPIC-BM-02	RFP/Contract No. (Procurement completes) NNJ07191172R
4. Use (Define need for, intended use of, and/or anticipated results of data) The report is used by NASA to provide workforce information to center management. The supplemental report is used by NASA Headquarters to support congressional inquiries		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) Parent SOW Paragraph: 1.1.1.1, NF 533 Cost Reporting, OPIC-BM-01		
8. Preparation Information (Include complete instructions for document preparation) SCOPE: The reports provide workforce data by geographic location. CONTENT: The nominal workforce report should provide Equivalent Personnel (EPs) by location, specifically on or near site (NASA center), and by state for workforce outside of the responsible NASA center area. The report shall include contract labor, subcontract labor, and purchased labor. The data shall be reconcilable to other financial deliverables, specifically the NF 533. The content and frequency of the supplemental workforce report may vary based on specific direction provided by NASA Headquarters to support congressional inquiries. It's most common form is an annual request to provide workforce data by state, congressional district, or Zip Code. FORMAT: Specific formatting will be mutually agreed upon by the Contractor and NASA. DELIVERY AND MAINTENANCE: Initial report submitted within 30 days after authorization to proceed. Submission frequency is semi-annual. Supplemental reports may be requested.			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Information Technology (IT) Security Management Program Plan	2. Date of current version July 2007	3. DRL Line Item No. OPIC-IT-01	RFP/Contract No. (Procurement completes) NNJ07191172R
4. Use (Define need for, intended use of, and/or anticipated results of data) The contractor shall be responsible for Information Technology Security for all systems connected to a NASA network or operated by a NASA contractor. This plan will ensure contractor awareness and compliance with the NASA regulations.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) NFS 1852.204-76, Security Requirements for Unclassified Information Technology Resources (May 2007)	7. Interrelationships (e.g., with other DRDs) (Optional)		
8. Preparation Information (Include complete instructions for document preparation)			
<p>a. Data Type – 1-Written Approval by the Contracting Officer is required before contractor implementation of the IT Security Management Program Plan.</p> <p>b. Scope: The contractor shall submit an IT security management program plan for its unclassified technology information resources. This program plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The Contractor's IT security management program plan shall be compliant with the IT security requirements in accordance with Federal and NASA policies as referenced in OMB Circular A-130 (Management of Federal Information Resources), NPR 2810.1A (Security of Information Technology), and NPR 1620.1 (Security Procedures and Guidelines). See the CIO-Procurement Website for any supporting documentation.</p> <p>i) IT SECURITY PLAN(S) The contractor shall have a line manager who is responsible for the contractor's systems in accordance with the definitions set forth in NPR 2810.1A. The IT security plan shall be kept up to date as changes to the baseline configuration of the system occur and shall be documented in the IT Security Plan.</p> <p>Note: An IT Security Plan is specific to a system or group of systems, while an IT Security Management Program Plan is defined as the elements a contractor has outlined to meet the IT Security requirements for interfacing with other contractors and NASA, training requirements and meeting the requirements in NPR 2810.1A.</p> <p>ii) TRAINING Per NPD 2810.1A, the contractor shall provide evidence that periodic IT security awareness training has been met for all on-site contractors. The contractor shall submit periodic reports (as requested by the CO) detailing the overall status of the annual training program. The Annual training program is defined as the period from Oct. 1st through Sept. 30th.</p> <p>iii) INFORMATION ON EMPLOYEES IN SENSITIVE AUTOMATED INFORMATION SYSTEMS (AIS) POSITIONS/ASSIGNMENTS REPORT The contractor shall submit an annual report on employees in sensitive IT positions/assignments which shall include information for personnel screening as required by the NASA Procurement Information Circular (PIC) 02-04, NPR 2810.1A, and NPR 1600.1 on position risk. This report shall be compiled on an annual basis.</p> <p>A list of all lead system administrators shall be updated by September 30 every year. This list will be used to ensure the contractor, as outlined in PN 04-03, has met the system administrator certification requirements.</p>			

iv) SYSTEM ADMINISTRATORS

Within 30 days after contract award or notification from the Contracting Officer that a plan is required, system administrators shall be identified and their names submitted to the Contracting Officer and CIO Representative for Procurement.

- c. **Format – Electronic Format consistent with NPR 2810.1A.**
- d. **Submission-**
 - i) **Initial: 30 days after contract start**
 - ii) **Approval: 60 days after contract start**
 - iii) **Frequency: Document shall be submitted annually by September 30**
- e. **Distribution- for all aforementioned reports/plans:**
 - COTR
 - BT/Contract Specialist
 - IM/Chief Information Officer (CIO) Representative to Procurement
- f. **Maintenance- Revisions shall be incorporated by change page or complete reissue.**

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

<p>1. DRD Title</p> <p>OPIC Management Plan</p>	<p>2. Date of current version</p> <p style="text-align: center;">July 2007</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">OPIC-PM-01</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ07191172R</p>
<p>4. Use (Define need for, intended use of, and/or anticipated results of data)</p> <p>To enable NASA to evaluate the contractor's management organization, approach, processes, and systems.</p>		<p>5. DRD Category: (check one)</p> <p style="text-align: center;"> <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA </p>	
<p>6. References (Optional)</p>	<p>7. Interrelationships (e.g., with other DRDs) (Optional)</p> <p>Clause H.1, Export Licenses Requirements DRD OPIC-PM-02 (IMRP)</p>		
<p>8. Preparation Information (Include complete instructions for document preparation)</p> <p>SCOPE: The OPIC Management Plan shall describe the basis for the contractor's management organization, approach, and processes. It shall provide a comprehensive integration of all management systems of the prime and subcontractors. The plan shall include those processes specifically required to accomplish the Statement of Work, as well as those systems and procedures that are to be set in place by the contractor. The OPIC Management Plan shall describe the contractor's approach for accomplishing contract requirements while adhering to all applicable laws, regulations, and directives.</p> <p>The following items shall be addressed in this plan:</p> <p>(i) Describe your overall management approach to fulfilling all contract requirements including your approach for managing and integrating performance of the IDIQ task orders.</p> <p>(ii) Describe how your overall approach creates an efficient and effective interface to the Government in the management and communication of Statement of Work tasks and priorities. Considering the dynamic nature of Orion Project operations, include a description of how you plan to provide a balanced, coordinated, and proactive approach to management of the IDIQ SOW requirements, contract schedules and deliverables. Describe how you will communicate and obtain Government concurrence with changing priorities and workforce adjustments.</p> <p>(iii) Include your processes and plans for coordinating and interfacing with other Constellation contractors and establishing Associate Contractor Agreements (ACAs). Additionally, in the event that you propose to involve other organizations in conducting this work, their relationships shall be explained, and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.</p> <p>(iv) Describe your overall proposed organizational structure, including a chart depicting the proposed organization, and provide the rationale for its application to the contract requirements. Describe the organizational elements within the overall organization considered most critical to satisfactory accomplishment of all performance requirements and provide rationale as to why these are judged most critical within the framework of the overall organization. Provide supporting rationale that demonstrates the proposed organizational approach will ensure success in each of the critical areas identified.</p> <p>(v) Describe the management processes you will use to accurately identify, monitor, and control cost, schedule, and technical risks. Identify any specific risks relative to performance of work under the SOW and any plans to mitigate those risks.</p> <p style="margin-left: 40px;">(v) Describe your plan for work definition and authorization, scheduling, budgeting, data accumulation, Safety and Mission Assurance, Program recovery process, subcontract management, material control, indirect cost management, baseline control, and organization structure.</p>			

(vii) Identify the stakeholders and describe how you will measure and report overall customer satisfaction for key SOW functional areas. Describe how you plan to develop and maintain customer relationships. Describe the steps that you will take to ensure that customer interactions are positive (e.g., meeting contract requirements in a friendly, professional manner). Describe the steps that you will take, if any, to continuously improve overall customer satisfaction.

FORMAT: Contractor's format is acceptable.

DELIVERY AND MAINTENANCE: Initial submittal due with proposal submission. Changes shall be incorporated as required by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

<p>1. DRD Title</p> <p>Integrated Management Review Products (IMRP)</p>	<p>2. Date of current version</p> <p style="text-align: center;">July 2007</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">OPIC-PM-02</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ07191172R</p>
<p>4. Use (Define need for, intended use of, and/or anticipated results of data)</p> <p>These packages support the monthly and quarterly management reviews of costs, schedule, and technical performance. The format provides a standardized approach for review materials.</p>		<p>5. DRD Category: (check one)</p> <p><input checked="" type="checkbox"/> Technical</p> <p><input type="checkbox"/> Administrative</p> <p><input type="checkbox"/> SR&QA</p>	
<p>6. References (Optional)</p> <p>NPR 7120.5D and NPR 9501.2</p>	<p>7. Interrelationships (e.g., with other DRDs) (Optional)</p> <p style="text-align: center;">OPIC-PM-01</p>		
<p>8. Preparation Information (Include complete instructions for document preparation)</p> <p>SCOPE: These data packages document the integrated management reviews of the cost, schedule, and technical performance on the contract. There are two types of reviews: monthly and quarterly.</p> <p>CONTENT: These packages support the monthly and quarterly management reviews of cost, schedule, and technical performance. The metrics shall be developed and defined by the contractor with concurrence from the Government. Metrics that effectively indicate the level of success in the execution of contract requirements and the status of the contractor's achievement against the performance standards contained within this statement of work or elsewhere in this contract shall be presented at project reviews with the COTR and CO. The format provides a standardized approach for review materials.</p> <p><u>The Monthly Integrated Review package:</u></p> <ul style="list-style-type: none"> • Stoplight Status of fiscal year cost, schedule, and technical performance. • Summary status of risks and opportunities • Fiscal year cost and workforce summaries • Cumulative variance explanations (to fiscal year plan) and End-Of-Year trend variance explanations. • Major Contract Milestone Schedule – 90 Day <p><u>The Quarterly Integrated Review Package:</u></p> <ul style="list-style-type: none"> • Provide the FY forecast vs budget data per specified format. <p>FORMAT: Specific formatting to be mutually agreed upon by NASA and the Contractor.</p> <p>DELIVERY AND MAINTENANCE: Monthly and Quarterly reports required. Changes shall be incorporated as required by change page or complete reissue.</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

<p>1. DRD Title</p> <p>Phase-in Plan</p>	<p>2. Date of current version</p> <p style="text-align: center;">July 2007</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">OPIC-PM-03</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ07191172R</p>
<p>4. Use (Define need for, intended use of, and/or anticipated results of data)</p> <p>This data package documents the contractors approach at contract phase-in.</p>		<p>5. DRD Category: (check one)</p> <p><input checked="" type="checkbox"/> Technical</p> <p><input type="checkbox"/> Administrative</p> <p><input type="checkbox"/> SR&QA</p>	
<p>6. References (Optional)</p> <p>Clause F.5</p>	<p>7. Interrelationships (e.g., with other DRDs) (Optional)</p>		
<p>8. Preparation Information (Include complete instructions for document preparation)</p> <p>SCOPE: This data package documents the contractors approach at contract phase-in.</p> <p>CONTENT: The Contractor is expected to meet full performance requirements from the start date of the base contract period. Prior to performance of services ordered by the government under this contract, the Contractor shall accomplish all tasks required to begin work ordered under this contract.</p> <p>Some examples of activities that remain the sole responsibility of the Contractor include managing transition activities, hiring personnel, obtaining personnel badges and clearances, training personnel, scheduling the performance of ordered work, ensuring approval of safety plan, and compliance with contractual data requirements.</p> <p>Offeror shall submit a Phase-In Plan discussing your approach for transitioning current Crew Exploration Vehicle Project Office contract activities from the current contract performance received under Task Order T-502x with SAIC, and implementing proposed processes and strategies for effecting a smooth transition. The plan should contain, at a minimum, the following information with rationale:</p> <ul style="list-style-type: none"> (i) A plan for ensuring a smooth phase-in consistent with maintaining efficient continuity of services within the Crew Exploration Vehicle Project Office for the 30-day period prior to contract start. (ii) Provide a schedule for all phase-in steps/milestones to be accomplished, and your approach to how the schedule will be met. Included in the schedule shall be a plan to support the proposal to, and negotiation of, the first task order to be placed under the resultant contract. (iii) Plans for training your personnel. (iv) Plans for badging and personnel clearances. (v) Relationships during phase-in with incumbent contractors and NASA, including support, resources, and interfaces expected from each. (vi) Proposed Firm Fixed Price for your Phase-in Plan, in accordance with the Cost/Price Proposal Instructions and Excel Pricing Template "Phase-In Plan" (L.22 and Attachment L-3) and that reconciles to contract clause F.5. <p>FORMAT: Contractor's format is acceptable.</p> <p>DELIVERY AND MAINTENANCE: Initial delivery due with proposal. Changes shall be incorporated as required by change page or complete reissue.</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Contract Close-out Plan	2. Date of current version July 2007	3. DRL Line Item No. OPIC-PR-01	RFP/Contract No. (Procurement completes) NNJ07191172R
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4. Use (Define need for, intended use of, and/or anticipated results of data) Provide content and format requirements for delivery to NASA of all analytical models, tools, supporting documentation, equipment and resource/cost information used to perform future reprocurement activities Note: This data may be disclosed to competing offerors in the future.	5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
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6. References (Optional) Clause F.7	7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.1.1.1
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8. Preparation Information (Include complete instructions for document preparation)

SCOPE: This plan shall provide the details necessary to transition the contract to any follow-on contract and to close out the existing contract.

CONTENT: The content of the deliverables shall include:

- (a) Implementation Strategy
- (b) Task description and schedule
- (c) Staffing profile
- (d) Cost Estimate, including the following:
 - 1. Labor resources:
 - a. List of all direct labor skills by labor category segregated by current Work Breakdown Structure (WBS)
 - b. An estimate of the number of indirect labor skills such as business or computer support normally charged through an indirect expense pool or through a service center expense
 - c. Current annual average wage rates for each labor category and when these wages were last adjusted for escalation. Also indicate whether any adjustments are projected to be made prior to contract expiration
 - d. The number of FTEs (Full Time Equivalents) and the estimated number of productive hours for each labor category currently on contract, segregated by current WBS
 - e. Seniority level of all skills on the current contract
 - 2. Non-labor resources:
 - a. List of all materials, equipment, travel, supplies, etc., and the incurred annual cost by WBS
 - b. Provide a discussion associated with the major items identified above, such as the materials estimate includes a prompt payment discount of TBD% due to large volume discounts you have negotiated with your vendors.
 - 3. The projected liability cost associated with unused accrued paid leave associated with non-exempt personnel. Provide a copy of any Collective Bargaining Agreements in place and a current status of any upcoming negotiations with a union.
 - 4. Equipment (additional information to that listed in #2, a., above):
List of all contractor-owned equipment (at the time of delivery of this DRD) being used in the performance of the contract. The list of equipment shall include:
 - a. Description of the equipment (include make and model #)
 - b. Location of the equipment (address, building and room #)
 - c. Date purchased
 - d. Purchase price of the equipment
 - e. Current depreciated value of the equipment

FORMAT: Contractor's format is acceptable

DELIVERY AND MAINTENANCE: Delivery is one time at CO's discretion.

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Wage/Salary and Fringe Benefit Data	2. Date of current version July 2007	3. DRL Line Item No. OPIC-PR-02	RFP/Contract No. (Procurement completes) NNJ07191172R
4. Use (Define need for, intended use of, and/or anticipated results of data) The Wage/Salary and Fringe Benefit Data will be used by the NASA Contracting Officer and the Contract Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) FAR 52.222-41		

8. Preparation Information (Include complete instructions for document preparation)

SCOPE: The Wage/Salary and Fringe Benefit Data must be submitted by the Contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. This requirement is in accordance with FAR regulations 22.1007 and 22.1008.

CONTENT: The Wage/Salary and Fringe Benefit Data should contain the data included in the enclosed DRD forms, titled "Wage/Salary Rate Information", "Fringe Benefit for Service Employees", and "Fringe Benefits per Collective Bargaining Agreement". The Wage/Salary Rate Information shall contain a listing of all exempt and nonexempt labor classifications working on the contract. Separate forms should be utilized for classifications working in different geographic areas and for each subcontractor. Wage determination numbers, appropriation labor organization names, and subcontractor names, must be reflected. All nonexempt labor classifications must be matched to wage determination classes or to Collective Bargaining Agreement (CBA) classifications if union represented employees are working on the contract. Annotate exempt or nonexempt and union or nonunion. The current hourly rates should reflect the actual lowest and highest paid employees, along with a computed average rate. State the number of employees working in each category. Separate Fringe Benefit forms should be completed for nonrepresented classifications and for each separate CBA, if applicable. A separate form must be completed for the prime and each subcontractor. Three hardcopies and one electronic copy of each Collective Bargaining Agreement are required if organized labor is represented on your contract.

FORMAT: The Wage/Salary and Fringe Benefit Data should be in a format substantially the same as enclosed with this DRD. (Forms 2, 3, and 3A)

DELIVERY AND MAINTENANCE: Initial submission start of contract at end of phase in period. Annual submission required 90 days prior to the anniversary date of the contract. Changes shall be incorporated as required by change page or complete reissue.

DRD Form 2

WORK SHEET FOR SF-98 DATA
WAGE RATE INFORMATION

<u>CONTRACTORS LABOR CLASSIFICATION</u>	<u>WAGE DETERMINATION CLASSIFICATION</u>	<u>EXEMPT OF NONEXEMPT</u>	<u>UNION OR NONUNION</u>	<u>CURRENT HOURLY RATE</u>	<u>MYE NO OF EMPLOYEES</u>
Illustration of required data:					
Project Manager	Not Required	E	N	\$40.00	1
Supervisor	Not Required	E	N	\$32.00	1
Electrical Engineer	Not Required	E	N	\$26.50 - 30.00	3
Engineering Tech, Jr	Engineering Tech, I Electronics Tech	N	N	\$16.59 - 18.00	12
Electrical Technician	Maint II	N	U	\$21.33 - \$24.00	4
Secretary	Secretary I	N	N	\$14.67 - \$17.50	2
File Clerk	General Clerk II	N	N	\$12.97	1
Clerical Data Entry	Word Processor I	N	N	\$11.45 - \$12.90	3

Submit data in the above illustrated format for all labor classifications used, or planned to be used, on this contract. All contractor labor classifications must be matched to wage determination classes listed in CBA's represented classes or classes shown in WD 2005-2516 for nonrepresented classes.

<u>CONTRACTORS LABOR CLASSIFICATION</u>	<u>WAGE DETERMINATION CLASSIFICATION</u>	<u>EXEMPT OF NONEXEMPT</u>	<u>UNION OR NONUNION</u>	<u>CURRENT HOURLY RATE</u>	<u>MYE NO OF EMPLOYEES</u>
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FORM 3
Page 1 of 2

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

For period from _____ to _____

Contractor:

Contract Number:

Number of employees in bargaining unit _____

Total number of employees on contract _____

1. **Shift Differential:** (Describe any pay over and above base rates for 2nd, 3rd, weekend, or other shifts.)

2. **Health and Welfare Items and Other Fringe Items:** (Indicate whether or not coverage is provided to employees and state current average hourly cost per employee covered by a Collective Bargaining Agreement.)

Item	Coverage Provided (Yes or No)	Average Hourly Cost
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical and Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition		
j. Other (Describe)		

3. Paid Absences

Service Requirement

Days per Year

- a. Vacation
- b. Holiday
- c. Sick Leave
- d. Jury Leave
- e. Funeral Leave
- f. Military Leave
- g. Other (Describe)

4. Severance Pay: (Briefly describe terms and amounts.)

5. Other Fringe Benefits: (Describe any other fringe benefits not included above, and show average hourly cost.)

6. Premium Pay: (Discuss all premium pay provisions not previously shown on this form.)

Signature of Company Representative

Date

FORM 3A
Page 1 of 1

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor: _____

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

1. Health and Welfare Items and Other Fringe Items:
(Indicate whether or not coverage is provided to employees and state current average hourly cost per service employee.)

<u>Item</u>	<u>Coverage Provided</u>	<u>Average Hourly Cost</u>
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical & Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition Reimbursement		
j. Other (Describe)		

2. Paid Absences

	<u>Service Requirement</u>	<u>Days per Year</u>
a. Vacation		
b. Holidays		
c. Sick Leave		
d. Jury Leave		
e. Funeral Leave		
f. Military Leave		
g. Other (Describe)		

Signature of Company Representative

Date

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Organization Conflict of Interest (OCI) Avoidance Plan	2. Date of current version July 2007	3. DRL Line Item No. OPIC-PR-03	RFP/Contract No. (Procurement completes) NNJ07191172R
4. Use (Define need for, intended use of, and/or anticipated results of data) To ensure that organizational conflicts of interests are mitigated		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) SOW 1.1.1.1		

8. Preparation Information (Include complete instructions for document preparation)

SCOPE: In accordance with NFS 1852.237-72, Access to Sensitive Information, and NFS 1852.237-73, Release of Sensitive Information, the Contractor shall deliver a Conflict of Interest Avoidance Plan with submission of the proposal. Revisions required as necessary.

CONTENT: The Conflict of Interest Avoidance Plan shall discuss the following:

- (i) Safeguards for ensuring sensitive information coming into the Contractor's possession is used only for the purposes of performing the services specified in this contract, and not to alter the Contractor's competitive position in another procurement.
- (ii) Safeguards for sensitive information coming into its possession from unauthorized use and disclosure.
- (iii) Safeguards for allowing access to sensitive information only to those employees that need it to perform services under this contract.
- (iv) Mitigation precluding access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (v) Training of employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (vi) Plans to 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.
- (vii) Strict segregation/firewall of all personnel having access to sensitive information, including identification by name of those individuals who have been segregated for purposes of accessing sensitive information. The Contractor shall keep this list current and make this list available to the Government. Individuals on this list shall be employees with a "need to know." Disclosure of sensitive information to non-Government individuals not on this list is strictly prohibited.
- (viii) Safeguards and or mitigation for any other situation unique to the offeror's circumstances that involves access to sensitive information.

FORMAT: The report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003).

DELIVERY AND MAINTENANCE: The OCI Avoidance Plan is a one-time delivery with submission of proposal. Revisions incorporated as required by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Safety and Health Plan	2. Date of current version July 2007	3. DRL Line Item No. OPIC-SA-01	RFP/Contract No. (Procurement completes) NNJ07191172R
4. Use (Define need for, intended use of, and/or anticipated results of data) Establishes Safety, Health, and Environmental Compliance Plan for Contractors providing support to JSC organizations ***The Office of Primary Responsibility for this DRD is the JSC Safety and Test Operations Division		5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	
6. References (Optional) OSHA TED 8.4, Voluntary Protection Plan (VPP) Policies and Procedures Manual JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations JPR 1700.1 JSC Safety and Health Handbook	7. Interrelationships (e.g., with other DRDs) (Optional) Safety and Health Program Self Evaluation		

Frequency of Submission. Initial submission with the proposal. Upon NASA approval, the Contractor's Safety, Health, and Environmental Compliance Plan become a Contractual Requirement.

Distribution: After the plan is approved by NASA, the CO will retain the plan in the Contract file. The Contractor will send additional copies to each of the following:

- Contracting Officer (1 hard copy, 1 electronic copy)
- NS/Safety and Test Operations Division (2 hard copies, 1 electronic copy)
- JSC Occupational Health Officer (1 hard copy)
- JSC Environmental Services Office (1 hard copy)
- JSC Emergency Preparedness Office (1 hard copy)
- JA Safety Manager (1 hard copy, 1 electronic copy)

Subsequent Revisions to the Plan: Review the plan ***Annually** or as directed by the CO. The plan shall be updated to meet the latest OSHA, JSC, and VPP requirements. Provide a copy of the updated plan with the changes highlighted to the distribution list above at the start of each Contract year. If no changes are required after the annual review, notify the individuals in the distribution list in writing to that affect.

Other Deliverables: The requirements for this plan as detailed in the instructions on plan content below include instructions for specific reports and data to be submitted to the Government. These instructions are to be included in the plan and represent contractual commitments by the Contractor to provide this information.

Format:

1. Cover page - to include as a minimum, the signatures of Contractor's project manager and designated safety official, NASA COTR, JSC Occupational Safety Branch, JA Safety Manager, and the NASA Contracting Officer. Other signatures may be required at the discretion of the Government.
2. Table of Contents. See content below.
3. Body of plan - as required. Contractor's format is acceptable but should be aligned with the elements of the content below.
4. When preparing its plan, the Offeror/Contractor is expected to review all the items below and tailor its plan accordingly. The plan will clearly identify those resources to be provided by the Contractor and proposed resources to be provided by the Government. This review and supporting rationale is to be made available to the Government as part of this plan. It can be documented as a checklist or outline, inserted directly in the body of the plan, or in any format developed by the Contractor that clearly conveys the results of this review including the basis for any underlying assumptions.

Details:**MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION**

- 1.1 Policy: Provide the Contractor's safety, health, and environmental compliance policy statement with the plan. Compare the Contractor's policy statement with those of NASA and OSHA and discuss any differences.
- 1.2 Goals and Objectives
- 1.2.1 Describe specific annual safety and health goals and objectives to be met.
- 1.2.2 Describe methods to be used, if any, to improve on the Days Away Case Rate (DACR), the Total Recordable Injury Rate (TRIR), and the total Days Away plus Restricted Duty plus Job Transfer (DART).
- 1.3 Management Leadership
- 1.3.1 Describe management's procedures for implementing its sustaining commitment to safety, health, and environmental compliance through visible management activities and initiatives including a commitment to exercise management prerogatives to ensure workplace safety and health. Describe processes and procedures to making this visible in all Contract and subcontract activities and products. Include a statement from the project manager or designated safety official indicating that the plan will be implemented as approved and that the project manager will take personal responsibility for its implementation.
- 1.4 Employee Involvement
- 1.4.1 Describe procedures to promote, implement, and sustain employee (e.g., non-supervisory) involvement in safety, health, and environmental compliance program development, implementation and decision-making. Describe the scope and breadth of employee participation to be achieved so that approximate safety and health risk areas of the Contract are equitably represented. Describe methods to be used to obtain employee buy in and address the behavioral aspects of safety.
- 1.5 Assignment of Responsibility
- 1.5.1 Describe line and staff responsibilities for safety and health program implementation. Identify any other personnel or organization that provides safety services or exercises any form of control or assurance in these areas. State the means of communication and interface concerning related issues used by line, staff, and others (such as documentation, concurrence requirements, committee structure, sharing of the work site with NASA and other Contractors, or other special responsibilities and support). As a minimum, the Contractor will identify the following:
- 1.5.2 Safety Representative - identify by title, the individual who will be trained and certified in accordance with JPR 1700.1 to be responsive to Center-wide safety, health, environmental, and fire protection concerns and goals, and who will participate in meetings and other activities related to the JSC Safety and Health program.
- 1.5.3 Company Physician/Occupational Injury/illness case manager - identify a point of contact who is responsible for the transfer or receipt of company medical data and who will be the primary contact for the company in the event any employee suffers a work related injury or illness (such as the company physician) by name, address, and telephone number to the JSC Clinic, mail code SD22. This will facilitate communication of medical data to Contractor management. Prompt notification to the JSC Occupational Health/Clinic shall be given of any changes that occur in the identity of the point of contact.
- 1.5.4 Building Fire Wardens - provide a roster of fire wardens at the start of each Contract year (their names, telephone numbers and pagers, and mail codes). Contractor fire wardens are needed to facilitate the JSC fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Fire wardens will be trained in accordance with JPR 1700.1. The Roster shall be maintained by letter to the JSC Occupational Safety, mail code NS2, with copies to the Contracting Officer and the Contracting Officers Technical Representative. The initial letter shall be received by the Government not later than 15 days after contract start.
- 1.5.5 Designated Safety Official - identify by title the official(s) responsible for implementation of this plan and all formal contacts with regulatory agencies and with NASA.
- 1.6 Provision of Authority
- 1.6.1 Describe consistency of the plan for compliance with applicable NASA and JSC requirements and contractual direction as well as applicable Federal, State, and Local regulations and how compliance will be maintained throughout the life of the contract.

1.7 Accountability

1.7.1 Describe procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe, healthful, and environmentally compliant manner. The use of traditional and/or innovative personnel management methods (including discipline, motivational techniques, or any other technique that ensures accountability) will be referenced as a minimum and described as appropriate.

1.8 Program Evaluation. The program evaluation consists of:

1.8.1 [RESERVED.]

1.8.2 A written self-evaluation report to be delivered two times per year, at the start of each contract year and at the mid point of the contract year. The self evaluation shall be provided for the Contractor performance evaluation. The self-evaluation shall follow the VPP program evaluation report format found in OSHA TED 8.4, Voluntary Protection Programs (VPP) Policies and Procedures Manual, Appendix D, "Annual Submissions", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The ser-evaluation shall as a minimum cover the elements of the approved safety and health plan.

1.9 Miscellaneous Reports. The Contractor will acknowledge the following as standing requests of the Government and to be handled as described below.

1.9.1 Roster of Terminated Employees. Identify personnel terminated by the contractor. Send to the JSC Occupational Health Officer, no later than 30 days after the end of each contract year. At the contractor's discretion, the report may be submitted for personnel changes during the previous year or cumulated for all years. Information required:

- a. Date of report, Contractor identity, and Contract number.
- b. For each person listed, provide name, social security number, and date of termination.
- c. Name, address, and telephone number of Contractor representative to be contacted for questions or other information.

1.9.2 Material Safety Data Sheets (MSDS). The Contractor shall prepare and/or deliver MSDS for hazardous materials brought onto Government property or included in products delivered to the Government. This data is required by the Occupational Safety and Health Administration (OSHA) regulation, 29 CFR 1910.1200, "Hazard Communication", EPA "Emergency Planning and Community Right-to-Know (EPCRA, ref. 40 CFR 302, 311, 312); and the Texas Department of Health (TDH, ref. Chapters 505-507 of the Health and Safety Code), and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. 1 copy of each MSDS will be sent upon receipt of the material for use on NASA property to the JSC Central Repository, Occupational Health and Test Support, along with information on new or changed locations and/or quantities normally stored or used. If the MSDS arrive with the material and is needed for immediate use, the MSDS shall be delivered to the Central Repository by close of business of the next working day after it enters the site.

1.9.3 Hazardous Materials Inventory. The Contractor shall compile an inventory report of all hazardous materials it has located on Government property quarterly, and which is within the scope of 29 CFR 1910.1200, "Hazard Communication"; and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. The call for this annual inventory and instructions for delivery will be issued by the JSC Occupational Health and Test Support Office, mail code SD13. This information shall use the format used by JSC for chemical inventory compilation to provide the following:

- a. The identity of the material (product number, chemical, manufacturer, and NSN as available).
- b. The location of the material by building, room and area/cabinet number.
- c. The quantity of each material normally kept at each location (number of containers, container size, type container, unit of measure, conversion factor, storage temp & pressure, physical state/form, specific gravity, total pounds).
- d. Peak quantity stored.
- e. Actual or estimated rate of annual usage of each chemical.

1.10 Government Access to Safety and Health Program Documentation

1.10.1 The Contractor shall recognize, in its plan, that all safety, health, and environmental documentation (including relevant personnel records) be available for inspection or audit at the Government's request. Electronic access by the Government to this data is preferred as long as Privacy Act requirements are met and Government safety and health professionals and their representatives have full and unimpeded access for review and audit purposes. For Contractor activities conducted on NASA property, the Contractor will identify what records will be made available to the Government in accordance with the criteria of OSHA as implemented in JPR 1700.1, "JSC Safety and Health Handbook", as revised. For the purpose of this plan, safety, health, and environmental compliance documentation includes but is not limited to: logs, records, minutes, procedures, checklists, statistics, reports, analyses, notes, or other written or electronic document which contains in whole or in part any subject matter pertinent to safety, health, environmental protection, or emergency preparedness.

1.11 Review and Modification of Safety Requirements

1.11.1 The Contractor may be requested to participate in the review and modification of safety requirements that are to be implemented by the Government including any referenced documents therein. This review activity will be implemented at the direction of the NASA *COTR in accordance with established NASA directives and procedures.

1.12 Procurement

1.12.1 Identify procedures used to assure that procurements are reviewed for safety, health and environmental compliance considerations and that specifications contain appropriate safety criteria and instructions. Set forth authority and responsibility to assure that safety tasks are clearly stated in subcontracts.

1.12.2 Certified Professional Resources

1.12.2.1 Discuss your access to certified professional resources for safety, health, and environmental protection. Discuss their roles in motivation/awareness, worksite analysis, hazard prevention and control, and training.

2.1 Worksite Analysis

2.1.1 Contractor worksite hazards shall be systematically identified through a combination of surveys, analyses, and inspections of the workplace, investigations of mishaps and close calls, and the collection and trend analysis of safety and health data such as: records of occupational injuries and illnesses, findings and observations from preventive maintenance activities, reports on hazardous substance spills and inadvertent releases to the environment, facilities related incidents related to partial or full loss of systems functions; etc. Describe how hazards identified by any of the techniques identified below shall be ranked, processed, and mitigated in accordance with JPR 1700.1. All hazards on NASA property, which are immediately dangerous to life or health, shall be reported immediately to the Occupational Safety Office. All safety engineering products that address operations, equipment, etc., on NASA property will be subject to JSC Safety and Test Operations Division review and concurrence unless otherwise waived by the JSC Occupational Safety Office.

2.2 Industrial Hygiene

2.2.1 Describe your industrial hygiene program and how it will be coordinated with the JSC Government provided resources for industrial hygiene. In the event corporate resources are used to determine workplace exposures, copies of all monitoring data shall be provided to JSC Occupational Health within 15 days of receipt of results

2.3 Hazard Identification

2.3.1 Describe the procedures and techniques to be utilized to compile an inventory of hazards associated with the work to be performed on this Contract. This inventory of hazards shall address the work specified in this Contract as well as operations and work environments in the vicinity or in close proximity to Contract operations. The results will be reported to the Government in a manner suitable for inclusion in facilities baseline documentation as a permanent record of the facility. Specific techniques to be considered include:

2.3.1.1 Comprehensive Survey - A wall to wall" engineering assessment of the Contractor's worksite, which includes the Government furnished facilities and the immediate vicinity in which a work task will be performed. This assessment encompasses facilities, equipment, processes, and materials (including wastes TNRCC/EPA solid and hazardous, radioactive, explosives, medical-infectious-biological).

2.3.1.2 Change (Pre-use) Analysis - Typically addresses modifications in facilities, equipment, processes, and materials (including waste); and related procedures for operations and maintenance. Change analyses periodically will be driven by new or modified

regulatory and NASA requirements.

2.3.1.3 Hazard Analysis - May address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. Analyses and report formats will be in accordance with JSC 17773, "Preparing of Hazard Analyses for JSC Ground Operations."

2.3.1.4 The Contractor's safety plan will describe the flow of the findings of the comprehensive survey of hazards into hazard analyses and job hazard analyses and subsequently into controls such as design, operations, processes, procedures, performance standards, and training. The contractor will discuss its approach to notify NASA and other parties external to the contract work of its identified hazards and subsequent analyses and controls.

2.4 Inspections

2.4.1 Routine Inspections - Includes assignments, procedures, and frequency for regular inspection and evaluation of work areas for hazards and accountability for implementation of corrective measures. The Contractor will describe administrative requirements and procedures for control of and regularly scheduled inspections for fire and explosion hazards. The Contractor has the option, in lieu of this detail, to identify policies and procedures with the stipulation that the results (including findings) of inspections conducted on NASA property or involving Government furnished property will be documented in safety program evaluations or the monthly Accident/Incident Summary reports. Inspections will identify:

- a. Discrepancies between observed conditions and current requirements, and,
- b. New (not previously identified) or modified hazards.

2.4.2 Protective Equipment - Set forth procedures for obtaining, inspecting, and maintaining all appropriate protective equipment, as required, or reference written procedure pertaining to this subject. Set forth methods for keeping records of such inspections and maintenance programs.

2.4.3 Employee Reports of Hazards - Identification of methods to encourage employee reports of hazardous conditions (e.g., close calls) and analyze/abate hazards. The Contractor will describe steps it will take to create reprisal-free employee reporting with emphasis on management support for employees and describe methods to be used to incorporate employee insights into hazard abatement and motivation/awareness activities.

2.5 Accident and Record Analysis

2.5.1 Mishap Investigation - identification of methods to assure the reporting and investigation of mishaps including corrective actions implemented to prevent recurrence. The Contractor will describe the methods to be used to report and investigate mishaps on NASA property and on Contractor or third party property. The Contractor will describe its procedures for implementing immediate notification of NASA using the call tree in 2.5.1.a below. The use of the quick incident reports found at the lower center of the home page of the NASA Incident Reporting Information System (IRIS) at <https://nasa.ex3host.com/iris/newmenu/login.asp> and use of NASA forms as specified in JPR1700.1 or any alternate forms used by Contractor. The contingency plan will emphasize timely notification of NASA; preliminary and formal investigation procedures; exercise of jurisdiction over a mishap investigation involving NASA and other contractor personnel; preparation and submission of a formal report to NASA; follow up of corrective actions; communication of lessons learned to NASA; and solutions to minimize duplications in reporting and documentation including use of alternate forms, etc. The Contractor will discuss its procedures for immediate notification requirements for fires, hazardous materials releases, and other emergencies. The Contractor will include appropriate details to address the following:

Note: the NASA Form 1627 is not attached since it is a three part carbonless form not conducive to reproduction. This form can be obtained from JSC's Printing Services.

- a. The Contractor will include a mishap contingency plan as part of the Safety and Health Plan which meets the requirements of NPR 8621.1B, "NASA Procedural Requirement for Mishap and Close Call Reporting, Investigating, and Recordkeeping", and JPR 1700.1, ****JSC Safety and Health Handbook**. The plan will identify the method of notifying NASA in the advent of a type A or B mishap or C property damage mishap and close call with equivalent likely potential so NASA may take custody of the mishap scene and initiate its investigation as soon as it is safe following the mishap. The contingency plan will clearly identify the Government investigation as taking precedence over any contractor investigation. The Contractor will immediately contact the JSC Safety and Test Operations Division at 281-483-4900 for guidance when a Type A or B mishap or Type C property damage mishap occurs in the course of performing work on a NASA Contract in whole or in part. Such immediate notifications plus all other notification will be documented using the quick incident tables ("health" for injuries and "safety" for property damage) at the IRIS home page.

b. For Type C injuries and all lower level mishaps, the Contractor will perform its own investigation and submit a report to NASA in accordance with the requirements of NPR 8621.1. The Contractor will ensure that NASA is promptly notified of any Type D mishap so that NASA provides a civil servant to oversee the investigation in an ex officio capacity prior to start of any formal investigation. All initial reports and selected follow up reporting will be accomplished using IRIS.

c. When a NASA investigation is required, witnesses will be identified and their names and contact information provided to NASA investigator but witness statement must be requested and collected by NASA. Such statements will be retained by the Government as part of the mishap file in accordance with NPR 8621.1.

d. The Contractor will deliver to NASA mishap reports which shall include the data specified in NPR 8621.1 for the level of mishap. NASA approval and endorsements will be required as specified in NPR 8621.1 and included in the approved Safety and Health Plan.

2.5.2 Trend Analysis – Describe approach to performing trend analysis of data (occupational injuries and illnesses; facilities, systems, and equipment performance; maintenance findings; etc.). Discuss methods to identify and abate common causes indicated by trend analysis. In support of site-wide trend analysis to be performed by the Government, the Contractor will discuss method of providing data as follows.

a. Accident/Incident Summary Report - The Contractor shall prepare and deliver Accident/Incident Summary Reports as specified on JSC Form 288, "Accident/Incident Statistics" as revised. All new and open mishaps, including vehicle accidents, incidents, injuries, fires, and close calls shall be described in summary form along with current status. Negative reports are also required monthly. Report frequency is monthly; date due is the 10th days of the month following each month reported. Report to be delivered to the JSC S & MA Directorate through the Safety and Test Operations Division, mail code NS2, by fax to 281-244-0426 or by attaching to an e-mail and transmitting to JSC-Safety-Report-Submittals@mail.nasa.gov.

b. Log of Occupational Injuries/Illnesses

i. For each establishment on and off NASA property that performs work on this Contract, the Contractor shall deliver, to the Government, a copy of its annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. A copy of all summaries as required above under Contractor's cover letter. If the Contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in Contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required by JSC Form 288.

ii. Data shall be compiled and reported by calendar year and provided to the Government within 45 days after the end of the year to be reported (e.g. not later than February 15 of the year following).

3. Hazard Prevention and Control

3.1 Identified hazards must be eliminated or controlled. In the multiple employer environment of the Center, it is required that hazards including discrepancies and corrective actions be collected in a Center wide information system (Hazard Abatement Tracking System (HATS)) for risk management purposes. Describe your approach to implementing this requirement.

3.2 Appropriate Controls

3.2.1 Discuss approach to consideration and selection of controls. Discuss use of hazard reduction precedence sequence (see JPR 1700.1). Discuss approach to identifying and accepting any residual risk. Discuss implementation of controls including verifying effectiveness. Discuss scope of coverage (hazardous chemicals, equipment, discharges, waste, energies, etc.). Discuss need for coordination with safety, health, environmental services, and emergency authorities at NASA.

3.3 Hazardous Operations and Processes

3.3.1 Establish methods for notification of personnel when hazardous operations and processes are to be performed in their facilities or when hazardous conditions are found to exist during the course of this Contract. JPR 1700.1 will serve as a guide for defining, classifying, and prioritizing hazardous operations; 29 CFR 1910.119 will be the guide for hazardous processes. Develop and maintain a list of hazardous operations and processes to be performed during the life of this Contract. The list of hazardous operations and processes will be provided to JSC as part of the plan for review and approval. JSC and the Contractor will decide jointly which operations and processes are to be considered hazardous, with JSC as the final authority. Before hazardous operations or processes commence, the Contractor will develop a schedule to develop written procedures with particular emphasis on identifying the job safety steps required. NASA will have access on request to any Contractor data necessary to verify implementation. For all identified operations or processes that may have safety or health implications outside Contract operations, the Contractor shall identify such circumstances to the JSC Occupational Safety Branch and Occupational Health and Test Support Office who will provide additional instructions for further NASA management review and approval.

3.4 Written Procedures

3.4.1 Identification of methods to assure that the relevant hazardous situations and proper controls are identified in documentation such as inspection procedures, test procedures, etc., and other related information. Describe methods to assure that written procedures are developed for all hazardous operations, including testing, maintenance, repairs, and handling of hazardous materials and hazardous waste. Procedures will be developed in a format suitable for use as safety documentation (such as a safety manual) and be readily available to personnel as required to correctly perform their duties.

3.5 Hazardous Operations Permits

3.5.1 Identify facilities, operations and/or tasks where hazardous operations permits will be required as specified in JPR 1700.1 such as confined space entry, hot work, etc. Set forth guidance to adhere to established NASA JSC procedures. Clearly state the role of the safety group or function to control such permits.

3.6 Operations Involving Potential Asbestos Exposures

3.6.1 Set forth method by which compliance is assured with JSC Asbestos Control Program as established in JPR 1700.1, as revised, and JPG 8800.1, "Asbestos Control Manual," as revised.

3.7 Operations Involving Exposures to Toxic or Unhealthful Materials

3.7.1 Such operations must be evaluated by the JSC Occupational Health Office and must be properly controlled as advised by same. JSC Occupational Health Office must be notified prior to initiation of any new or modified operation potentially hazardous to health.

3.8 Environmental Operations & Activities – See DRD AN-1-7

3.9 Baseline Documentation

3.9.1 Discuss the Contractor's responsibilities for maintaining facilities baseline documentation in accordance with JSC requirements. The Contractor will implement any facilities baseline documentation tasks (including safety engineering) as provided in the Contractor's plan approved by NASA or as required by Government direction.

3.10 Preventive Maintenance

3.10.1 Discuss approach to preventive maintenance. Describe scope, frequency, and supporting rationale for your preventive maintenance program including facilities and/or equipment to be emphasized or de-emphasized. Discuss methods to promote awareness in the NASA community (such as alerts, safety flashes, etc.) when preventive maintenance reveals design or operational concerns in facilities and equipment (and related processes where applicable).

3.11 Medical (Occupational Healthcare) Program

3.11.1 Discuss the Contractor's medical surveillance program and injury/illness case management to evaluate personnel and workplace conditions to identify specific health issues and prevent degradation of personnel health as a result of occupational exposures. Discuss approach to Cardiopulmonary Resuscitation (CPR), first aid, and, return to work policies and the use of Government provided medical and emergency facilities for the initial treatment of occupational injuries/illnesses.

3.12. Hazard

3.12.1 Hazard Correction and Tracking

3.12.1.1 Discuss your system for correcting and tracking safety, health, and environmental hazards with particular emphasis on integration with JSC's Hazard Abatement Process (found on line @ <http://www.srqa.jsc.nasa.gov/HATS/>). (The scope is restricted to establishments at JSC, Sonny Carter Training Facility, and Ellington Field.) This includes the following:

3.12.1.2 Personnel Awareness of Hazards. Discuss your approach to communicate unsafe conditions and approved countermeasures to your employees. Discuss your approach to communicating such conditions to the Government and other Contractors whose personnel may be exposed to such unsafe conditions. Discuss communications with FM's. Discuss use of the NASA Lessons Learned Information System for both obtaining lessons from other sources and as a repository for lessons learned during performance of the Contract.

3.12.1.3 Interim and Final Abatement Plans - Describe how you will approach interim and final abatement of hazards. Describe how

you will provide data to the JSC HATS for all hazards within Contractor-occupied facilities that are not finally abated (all interim and final abatement actions completed) within 30 days of discovery. Discuss your approach to posting such plans using JSC Form 1240, "JSC Notice of Safety or Health and Action Plan", or equivalent. Discuss compatibility of your system with JSC's role of facility managers in abatement planning, implementation, and verification.

3.13 Disciplinary System

3.13.1 Describe your system for ensuring safety and health discipline in your personnel (including subcontractors). Describe your approach to modifying personnel behaviors when personnel are exhibiting discrepant safety and health performance.

3.14 Emergency Preparedness

3.14.1 Discuss approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental spill/releases, etc. Discuss compliance with 29 CFR 1910.120 (HAZWOPER) and role in JSC Incident Command System (see JPR 1700.1 for details). Discuss methods to be used for notification of JSC emergency forces including emergency dispatcher, safety hotline, director's safety hotline, etc. Discuss establishment of pre-planning strategies through procedures, training, drills, etc. Discuss methods to verify emergency readiness.

4. Safety and Health Training

4.1 Describe the Contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses for protective and/or emergency countermeasures, including training to meet Federal, State, and Local regulatory requirements. In doing so, the Contractor will factor parallel requirements found in other mandates such as environmental protection (example: 29 CFR 1910.38 for emergency action plans and fire prevention plans versus EPA Resource Conservation & Recovery Act (RCRA) and Emergency Planning and Community Right-to-Know (EPCRA)). Describe approach to identifying training needs including traceability to exercises such as job safety analyses, performance evaluation profiles, hazard analyses, mishap investigations, trend analyses, etc. Describe approach to training personnel in the proper use and care of personal protective equipment (PPE). Discuss tailoring of training towards specific audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). Discuss approach to ensure that training is retained and practiced. Discuss personnel certification programs. Certifications should include documentation that training requirements and physical conditions have been satisfied (examples include physical examination, testing, and on-the-job performance). Address utilization of JSC safety and health training resources (such as asbestos worker training/certification, hazard communication, confined space entry, lockout/tagout, etc.) as appropriate with particular emphasis on programs designed for the multiple employer work environment on NASA property. All training materials and training records will be provided to NASA, and other Federal, state, and local agencies for their review upon request. If the Contractor wishes to train their personnel in any regulatory mandated training, an agreement will be secured with JSC Occupational Safety Branch and Occupational Health and Test Support office prior to beginning training. The agreement will ensure that safety and health training resources available from NASA are utilized where appropriate.

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Safety and Health Program Self Evaluation	2. Date of current version July 2007	3. DRL Line Item No. OPIC-SA-02	RFP/Contract No. (Procurement completes) NNJ07191172R
4. Use (Define need for, intended use of, and/or anticipated results of data) Self evaluation of Contractor's safety and health program performance		5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) SA-1-1 Safety and Health Plan		

8. Preparation Information (Include complete instructions for document preparation)

SCOPE: The Contractor must conduct an annual self-evaluation of its safety and health program as required by its safety and health plan.

CONTENT: Information required:

2.a. The internal assessment of safety and health program effectiveness during the report period (i.e., the previous year) indicating the status of goals or objectives previously established and areas of strength and weakness in Contractor safety program performance.

2.b. Safety and health concerns and resolutions relating to JSC operations which may have been identified during the report period.

2.c. Unresolved safety and health concerns relating to JSC operations which the Contractor feels merit attention of JSC safety and health management.

2.d. The goals and objectives of the Contractor safety and health program for the next report period.

2.e. An analysis of the contractor's performance at JSC-administered establishments in each of the 32 Voluntary Protection Program sub-elements found in the Federal Register Notice 65:45649-45663, July 24, 2000.

2.f. Attach action plans for identified problem areas. Action plans must include schedule for periodic progress reports to the Government on a frequency agreed to by the Government and the Contractor for each problem area.

FORMAT: Format to be as required by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to JSC in lieu of writing a new self-evaluation provided that all action plans and status are updated.

MAINTENANCE: See DRL

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Monthly Safety and Health Metrics	2. Date of current version July 2007	3. DRL Line Item No. OPIC-SA-03	RFP/Contract No. (Procurement completes) NNJ07191172R
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4. Use (Define need for, intended use of, and/or anticipated results of data) Establishes selected Safety and Health Program metrics	5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA
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6. References (Optional) JPG 1700.1 JSC Safety and Health handbook	7. Interrelationships (e.g., with other DRDs) (Optional) SA-1-1 Safety and Health Plan
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8. Preparation Information (Include complete instructions for document preparation)

Frequency of submission: Monthly by the 10th of each month following month being reported

Distribution:
 NS2/Occupational Safety Branch (2 copies)
 SD13/Occupational Health Officer (1 copy)
 ZV/Contracting Officer's Technical Representative (COTR)(1 copy)
 BT/Contract Specialist (1 copy)

Format: electronic to NS2, SD13; hard copy to COTR and Contract Specialist. Send as Excel spreadsheet or in tables compatible with MS Word.

Definitions: Refer to JPG 1700.1 and OSHA requirements for definitions of terms below

Scope: The scope of the information required is limited to the JSC-administered establishments of Houston Texas at NASA Parkway; Sonny Carter Training Facility; and Ellington Field.

Content:

I. Management Commitment and Employee Involvement:

Date of Management Safety Committee Meeting		Type/Title of Meeting	No. of Managers attending		No. of supervisors attending		No. of non-supervisory attending	
This month	Year to date		This month	Year to date	This month	Year to date	This month	Year to date

Include **electronic** copies of minutes or representative information

No. of Employee Safety Meeting		Type/Title of Meeting	No. of Employees attending		No. of managers/supervisors attending	
This month	Year to date		This month	Year to date	This month	Year to date

Include **electronic** copies of minutes or representative information

II. Worksite Analysis. Refer to JPG 1700.1 for definitions of terms.

Division	No. of Hazard Analyses				No. of Job Safety Analyses				No. of Routine Inspections			
	Required		Performed		Required		Performed		Required		Performed	
	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date
Total												

III. Hazard Prevention and Control - hazards below were found during routine and special inspections, close calls, mishap investigations, etc., and require correction.

No. of Hazards found			No. of Hazards closed <30 days			No. of Hazards open <30 days	No. of Hazards open >30 days			No. of Hazards closed >30 days			No. of JF1240s in place
Prior to month	This month	Year to date	Prior to month	This month	Year to date		Prior to month	This month	Year to date	Prior to month	This month	Year to date	

Attach copies (electronic ok if sent by e-mail) of JF 1240's (or equivalent) including monthly updates. Mark JF 1240's where abatement has been completed as closed.

IV. Safety and Health Training - List courses specific to **loss control initiatives (such as slips/trips falls, material handling; etc.) Report other training as "Generic safety training not otherwise specified" (examples include Hazard Communication, Confined Space entry, HAZWOPER, system safety, job safety analysis, etc.) Do not include job proficiency course work where safety is an issue (such as radiography, welding, painting, etc.)**

Course Title	No. to be Trained	No. Trained	On Schedule

ATTACHMENT J-3

**APPLICABLE AND
GUIDANCE DOCUMENTS**

APPLICABLE DOCUMENTS

CxP 70070	Constellation Program Management Plan (CPMP)
CxP 70070 Appendix F	Constellation Program Management Plan (CPMP), Appendix F Earned Value Management System Description
CxP 72008	Crew Exploration Vehicle Project Plan
CxP 72008-ANX01	Crew Exploration Vehicle Project Plan, Annex 1: Configuration Management (CM) and Data Management (DM) Plan
CxP 72008-ANX03	Crew Exploration Vehicle Project Plan, Annex 3: Integrated Master Schedule Plan
CxP 72091	Orion (Crew Exploration Vehicle) Project Office Risk Management Plan
CxP 72106	Constellation Program Project Orion Work Breakdown Structure and Data Dictionary
CxP 72110	Orion Project Office Configuration Management Office User's Handbook
JPR 1700.1	JSC Safety and Health Handbook
JPR 5335.3	Quality Manual
JPR 2810.1C	Johnson Space Center Information Technology Security Handbook
JSC 17773	Preparing Hazard Analysis for JSC Ground Operations
NPR 8705.5	Probabilistic Risk Assessment (PRA) Procedures for NASA Programs and Projects
NPR 9501.2D	NASA Contractor Financial Management Reporting
NPR 2810.1A	Security of Information Technology
NPR 1600.1	NASA Security Program Procedural Requirements --Chapter 4, NASA Personnel Security Program: Risk Designation Process, Background Investigations, and Access Determinations for NASA Contractor Employees --Chapter 5, Classified National Security Information (CNSI) and Sensitive but Unclassified (SBU) Information Management --Chapter 7, Physical Security Program (Section-7.7.4: Minimum Protection Considerations for MEI Facilities or areas housing MEI assets) --Chapter 8, Program Security (Section 8.4: NASA Critical Infrastructure and Key Resources - Mission Essential Infrastructure (MEI) Protection Program) --Appendix H: Identifying and Nominating NASA Assets for the NASA Mission Essential Infrastructure Protection Program (MEIPP)

NPR 6000.1

Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components

OSHA TED 8.4

Voluntary Protection Program (VPP) Policies and Procedures Manual

N/A

JSC Standard Load Configuration for Personal Computers and Laptops

GUIDANCE DOCUMENTS

AFXX-01	Technology Portfolio Management Work Instruction (draft)
CxP 72100	CEV Integrated Analysis Plan
CxP 72117	Work Instruction for Orion Integrated Master Schedule Development & Maintenance
CxP 72093	Orion Operations Concept Document
CxP 72088	Crew Exploration Vehicle Systems Engineering Management Plan (SEMP)
CxP 72097	Crew Exploration Vehicle Master Verification Plan
CEV-00038	Orion Sensitive But Unclassified Work Instruction
WI-0000239701	Orion Work Instruction Process
N/A	Service Request Form Instructions
N/A	2008 Technology Investment Strategy
N/A	CEV Boards and Panels Information
N/A	CEV Windchill Information
N/A	Technology Portfolio Management Plan
NASA Form 1733	Information and Technology Classification and/or Sensitivity Level Determination Checklist
JPD 1600.11	Delegation of Authority in Matters Affecting Security
NPD 1600.2D	NASA Security Policy
NPR 1371.1	Requests for Waivers Of the Residence Abroad Requirements for Exchange Visitors Sponsored by NASA Contractors and Grantees w/Change 1
NPR 1371.2A	Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reprs of Foreign Entities w/Change 1
NPR 1620.2	Physical Security Vulnerability Risk Assessments
NPR 1620.3	Physical Security Requirements for NASA Facilities and Property --Chapter 1: General --Chapter 2: Physical Security Vulnerability Risk Assessments --Chapter 3: Physical Security Requirements for NASA Assets by Category
NPR 1660.1	Counterintelligence (CI)/Counterterrorism (CT) Procedural Requirements

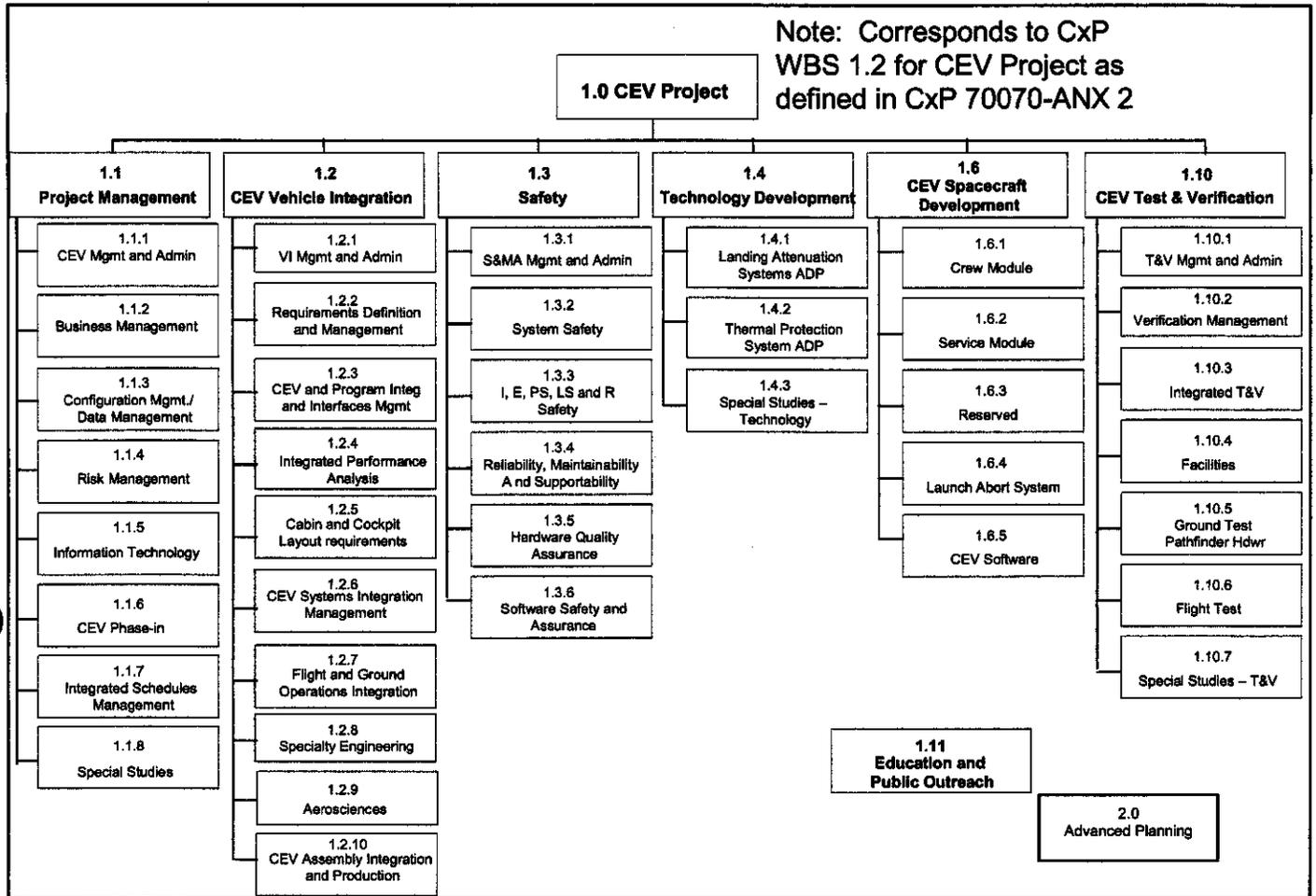
NPR 2190.1	NASA Export Control Program w/changes
NPR 2200.2B	Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information
NPR 2210.1A	External Release of NASA Software w/Change 1
NPR 2800.1	Managing Information Technology w/Change 1
NPR 7120	NASA Program and Project Management Processes/Requirements

ATTACHMENT J-4

WORK BREAKDOWN STRUCTURE (WBS)

This attachment outlines the OPIC Work Breakdown Structure (WBS) and the framework for the Contractor WBS (CWBS).

NOTE: The OPIC WBS structure corresponds to the Orion Project WBS as defined in CxP 72106 Constellation Program Project Orion Work Breakdown Structure and Data Dictionary.



ATTACHMENT J-5

ACRONYM LIST

ACRONYM LIST

CAIL	CEV Avionics Integration Laboratory
CDR	Critical Design Review
CEV	Crew Exploration Vehicle
CLV	Crew Launch Vehicle
CM	Configuration Management
CMO	Crew Module Office
CSA	Configuration Status Accounting
CxPO	Constellation Program Office
DM	Data Management
DQA	Document Quality Assurance
DRD	Data Requirement Description
EEE	Electrical, Electronic, and Electromechanical
EEST	Exploration Electrical System Testbed
ERU	Engineering Release Unit
ESMD	Exploration Systems Mission Directorate
EVM	Earned Value Management
FCA	Functional Configuration Audits
FO	Flight Operations
FTA	Flight Test Article
GO	Ground Operations
GSE	Ground Support Equipment
ICE	Integrated Collaborative Environment
IMS	Integrated Master Schedule
ISO	International Organization for Standardization
ISS	International Space Station
IT	Information Technology
ITA	Internal Task Agreement
JSC	Johnson Space Center
KSC	Kennedy Space Center
MMOD	Micro Meteoroid Orbital Debris
MO	Mission Operations
MPR	Monthly Program Review
MVP	Master Verification Plan
NAR	Non-Advocacy Review
NISN	NASA Integrated Services Network
NPR	NASA Procedural Requirements
OPIC	Orion Project Integration Contract
PCA	Physical Configuration Audits
PDR	Preliminary Design Review
PMR	Program Management Review
POP	Program Operating Plan
POC	Point of Contact
PRA	Probabilistic Risk Assessment
QMS	Quality Management System
SE&I	Systems Engineering and Integration
S&H	Safety and Health
SDR	System Definition Review
SOW	Statement of Work
SR	Service Request
SRD	System Requirements Document
T&V	Test and Verification
TCSR	Technical Cost and Schedule Review
VIO	Vehicle Integration Office
WBS	Work Breakdown Structure

ATTACHMENT J-6

**INTEGRATED COLLABORATIVE
ENVIRONMENT (ICE)
OPERATING ENVIRONMENT
AND TOOL SUITE**

Section I – Background/Overview:

The Integrated Collaborative Environment (ICE) is a major tool for NASA’s Exploration Systems Mission Directorate (ESMD) programmatic management activities and allows identification, collection, analyses, and dissemination of data and information associated with the agency’s goals and mission. ICE provides a secure data repository with the necessary access control for data protection in conjunction with a collaborative environment. This enables real time decision-making relative to program and project deliverables. ICE is an integral component for decision support throughout the program and projects’ life cycles and is based on the availability of needed information to team members involved in decision making. The ESMD programs and projects will use ICE to facilitate effective feedback, efficient change management and rapid change propagation. ICE will also support a wide variety of other uses. Some of these include: support for management reviews, support for minor and major design reviews, linking users of the tools, support to team meetings, issue recording, etc.

Section II – Tool Suite

Tool	Tool Function	OPIC Functions
Windchill	Product Lifecycle Management - Data Repository - Change Processing	Configuration Mgmt -Data Mgmt Action Item tracking
Primavera	Planning and Scheduling Earned Value Management	Scheduling
Vignette	Portal Technology for team web pages	Create and manage team pages including calendar functions
Confluence	Wiki	Contributing to collaborating with Orion team members i.e.electronic bulletin board, on-line knowledge database
Review Item Discrepancy (RID) Tool	Collect discrepancies during major reviews and process/track dispositions	Configuration Management Requirements Management
Constellation Integrated Risk Management Application (CxIRMA)	Document risks and threats to the project	Manage Orion risks Interface to ESMD and Prime risk system (Active Risk Manager)
CRADLE	Requirements documentation/reporting Requirements traceability Functional flow diagrams Operations Concepts	Configuration Management Requirements Management
Management Information System	Status of management information including metrics, budget, schedule, risk, technical	Project Management reporting

ATTACHMENT J-7

**PERSONAL IDENTITY VERIFICATION (PIV) CARD
ISSUANCE PROCEDURES**

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

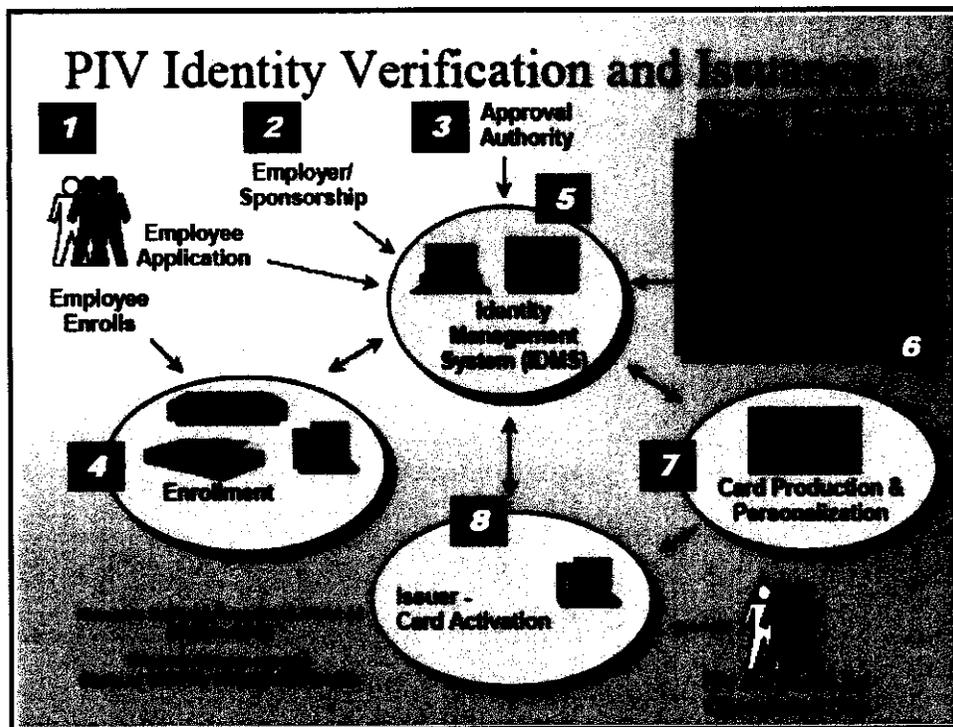


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases

(e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, **MAY NOT BE USED** for the original issuance of a PIV vetted credential

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC
AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

ATTACHMENT J-8

AWARD FEE EVALUATION PLAN

AWARD FEE EVALUATION PLAN

1.0 INTRODUCTION

In accordance with the provisions of NASA Award Fee Contracting Guide, FAR 16.405-2, and NFS 1816.405-270, an award fee evaluation procedure is hereby established for determination of award fee payable under this contract. The payment of any award fee is contingent upon compliance with contractual requirements and performance to the degree specified in Appendix 1.

The Contractor's performance will be evaluated by the Government, in accordance with the procedures set forth below, at the expiration of each period specified in Appendix 2. The evaluation to be performed by the Government will be based on the Government's assessment of the Contractor's accomplishment of the various areas of work covered by the Statement of Work, in accordance with the criteria, weightings, procedures set forth below.

Performance determinations will be made at the end of each 12-month evaluation period as shown in Appendix 2.

2.0 ORGANIZATIONAL STRUCTURE

The following organizational structure is established for administering the award fee provisions of the contract.

- a. Fee Determination Official (FDO) - The FDO, a senior NASA official, will determine the award fee earned and payable for each evaluation period.
- b. Performance Evaluation Board (PEB) - A PEB, including a Chairman, will be appointed by the FDO. The Board will conduct an evaluation of the contractor's performance and submit a Performance Evaluation Report to the FDO covering the Board's findings and recommendations for each evaluation period.
- c. Performance Evaluation Board Integration Team (PEB-IT) - The PEB-IT will be composed of selected NASA technical and administrative personnel and headed by the Contracting Officer's Technical Representative (COTR). The COTR will be the focal point for the accumulation and development of Award Fee evaluation reports, reviews, and presentations, as well as discussions with Contractor management on Award Fee matters. The PEB-IT will evaluate the Contractor's performance as related to the criteria listed in paragraph 4 below.

The PEB-IT will furnish the Contractor performance evaluations at the midpoint of each evaluation period. The purpose of these communications is to discuss any specific areas where the Contractor has excelled and areas where future improvement is necessary.

The PEB-IT will prepare an evaluation report for review by the PEB for each evaluation period. This report will include a recommendation to the PEB as to the adjective rating and numerical score (Appendix 1) to be assigned for the Contractor's performance for the period evaluated.

- d. Performance Monitors - One or more monitors will be assigned to each performance area to be evaluated. The assignment will be made by the PEB Chairman. The performance monitors will monitor, evaluate, and assess contractor performance in assigned areas. The performance monitors will prepare a Performance Monitor Report for the PEB.

3.0 EVALUATION PROCEDURES

- a. A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluation, and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below.
- b. On a quarterly basis, monitors will evaluate and assess contractor performance, for the preceding quarter, and discuss the results, both orally and in writing, with contractor personnel. This performance assessment will discuss specific areas, if any, where contractor performance has excelled and where future contractor emphasis is necessary. The performance monitors will submit a six-month monitor report and make an oral presentation to the PEB at the end of each evaluation period.
- c. The PEB will consider the performance monitor report and other performance information it obtains. The PEB will summarize its findings and recommendations in the Performance Evaluation Board Report. The report will include an adjective rating and recommended overall performance score with supporting documentation.
- d. The contractor may furnish a self-evaluation report within 10 days after the expiration of each evaluation period to the Contracting Officer. The report shall be limited to no more than 20 pages. At the PEB meeting, the Contractor may provide a self-evaluation presentation (a copy of which shall be provided to the PEB) not to exceed 30 minutes in length. The PEB will not submit its recommendation to the FDO until (1) the contractor's self-evaluation report has been received and considered, or (2) the contractor has provided written notification that a self-evaluation report will not be submitted, or (3) the 10-day period provided for submission of the report has expired.
- e. The contractor will be notified by the Contracting Officer of the PEB evaluation and recommended rating and score and will be provided a summary of the Performance Evaluation Board Report. The Contractor shall submit to the Contracting Officer a Corrective Action Plan (CAP) for any areas of non-conformance identified by NASA as part of the evaluation. The CAP should include a description of the non-conformance, determination of the root cause of the non-conformance, action required to correct the weakness and prevent recurrences, and the schedule for completion of the action. The CAP shall be submitted to the Contracting Officer within 30 calendar days after receipt of the each performance determination for the evaluation period. Corrective Actions will be closed by concurrence from the Contracting Officer and the COTR. Failure to submit a CAP within the timeframe stated above will result in a weakness in the next evaluation period. The contractor may provide additional information for consideration by the FDO by notifying the Contracting Officer. Any additional information must be provided to the Contracting Officer within 5 working days of contractor receipt of the PEB recommended rating and score. This additional contractor information will be provided to the FDO by the Contracting Officer through the PEB Chairman.
- f. The FDO will consider the recommendation of the PEB, information provided by the contractor, if any, and any other pertinent information in determining the amount of award fee for the period. The FDO's determination of the amount of award fee and the basis for this determination will be stated in a written Award Fee Determination.
- g. The Contracting Officer will issue a unilateral modification to recognize the award fee earned by the contractor in accordance with Appendix 1 which includes adjective ratings, as well as, a numerical scoring system from 0 - 100. Earned award fee dollars are calculated by applying the total numerical score to available dollars. Notwithstanding the preceding, the contractor will not earn award fee for any evaluation period when the performance score is "poor/unsatisfactory" (less than 61) (Reference Appendix 3).

4.0 AWARD FEE EVALUATION CRITERIA, WEIGHTING, AND SCORING

- a. In evaluating the performance of the Contractor, the Government will evaluate major elements of Contractor performance including Technical Performance, Management Performance, and Cost Performance.
- b. The criteria for evaluation of Contractor performance for determination of award fee are defined below. The technical, management, and cost evaluation criteria will be considered independently to determine the degree of success the Contractor has demonstrated in arriving at well-balanced contract performance. The specific weightings may be changed unilaterally by the Government, with the exception that cost shall never be weighted below 25%. In the event the Government changes the evaluation criteria weightings, written notification will be provided to the contractor prior to the beginning of the applicable evaluation period.

<u>Evaluation Criteria</u>	<u>Weight</u>
1. Technical Performance	45%
a. Quality	
b. Efficiency	
c. Innovation	
d. Safety & Health Requirements	
2. Management Performance	30%
a. Program Management	
b. Response and Schedules	
c. Customer Satisfaction	
d. Process Improvements	
e. Personnel (Quality and Staffing Levels)	
3. Cost Performance	25%
a. Cost performance shall be evaluated on the basis of actual costs compared to the contract value.	

- c. No later than 30 calendar days prior to the start of each Award Fee evaluation period, the Contractor may submit to the Contracting Officer recommended objective performance metrics, weightings, and Areas of Emphasis (AOE) for consideration by NASA to be used for the ensuing evaluation period. AOE are intended to provide the contractor with an understanding of specific performance areas upon which the contractor should focus during a specific period. NASA will establish performance metrics and AOE for each evaluation period and communicate these to the Contractor at least 15 calendar days prior to the start of each evaluation period.
- d. The Contractor will be evaluated in the Award fee periods 1 and 5 for Phase-In/Phase-Out services, if deemed appropriate.
- e. The percentage of award fee to be paid for a period is equal to the numerical score assigned. In accordance with the Section G.2 clause for award fee, no award fee will be paid when Contractor performance is determined to be Poor/Unsatisfactory.
- f. A zero award fee may be given for a major safety or environmental violation or for a major breach of security occurring during a performance period (see clause H.1, 1852.223-75).

- g. Appendix 1 hereto provides the performance level definition adjective ratings and corresponding numerical scores that will be used in evaluating performance. The numerical grade ranges corresponding to these adjective ratings, and their conversion to total percent of award fee earned are set forth in Appendix 3. Appendix 2 provides the distribution of the available maximum award fee for each evaluation period.

5.0 LIST OF APPENDICES

- (a) Appendix 1- Numerical Ranges and Adjective Definitions
- (b) Appendix 2- Award Fee Evaluation Periods and Distribution**
- (c) Appendix 3- Award Fee Score Conversion Chart

Appendix 1

Numerical Ranges and Adjective Definitions

This appendix sets forth the adjective ratings, definitions, and associated numerical ranges to be used to define the various levels of performance under the contract.

ADJECTIVE RATING	RANGE OF POINTS	DESCRIPTION
Excellent	100 - 91	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	90 - 81	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good	80 - 71	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	70 - 61	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/Unsatisfactory	60 - 0	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

Appendix 2

Award Fee Evaluation Periods and Distribution

Period		Dates	Amount of Total Award Fee Available
Base	1	4/11/08 – 4/10/09	TBD
Base	2	4/11/09 – 4/10/10	TBD
Base	3	4/11/10 – 4/10/11	TBD
Option 1	4	4/11/11 – 4/10/12	TBD
Option 2	5	4/11/12 – 4/10/13	TBD

Available award fee amounts will be used for purposes of calculating provisional award fee payments, in accordance with contract clause G.2.

Appendix 3

AWARD FEE SCORE CONVERSION CHART

POINTS	ADJECTIVE GRADE RANGE	% OF FEE
100		100.0
99		99.0
98		98.0
97		97.0
96		96.0
95	EXCELLENT	95.0
94		94.0
93		93.0
92		92.0
91		91.0

90		90.0
89		89.0
88		88.0
87		87.0
86	VERY GOOD	86.0
85		85.0
84		84.0
83		83.0
82		82.0
81		81.0

80		80.0
79		79.0
78		78.0
77		77.0
76		76.0
75	GOOD	75.0
74		74.0
73		73.0
72		72.0
71		71.0

70		70.0
69		69.0
68		68.0
67		67.0
66	SATISFACTORY	66.0
65		65.0
64		64.0
63		63.0
62		62.0
61		61.0

60 OR BELOW	UNSATISFACTORY	0

ATTACHMENT J-12

INFORMATION TECHNOLOGY SECURITY PLAN

To Be Inserted Upon Submission and Approval

ATTACHMENT J-13

**INSTALLATION ACCOUNTABLE
GOVERNMENT PROPERTY**

LIST OF GOVERNMENT FACILITIES

- NASA Center On-site Space – Square feet as specified and approved in each Task Order.
- ODIN Seats - Quantity as specified and approved in each Task Order

ATTACHMENT J-14

**U.S. DEPARTMENT OF LABOR
WAGE DETERMINATION /
COLLECTIVE BARGAINING AGREEMENT**

January 1996

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS
ADMINISTRATIONNOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO NOTICE*(See Instructions on Reverse)*

1. NOTICE NO.

NASA

49907

MAIL TO:

Administrator

Wage and Hour Division

U.S. Department of Labor

Washington, DC 20210

2. Estimated solicitation date *(use numerals)*

Month	Day	Year
07	24	07

3. Estimated date bids or proposals to be opened

or negotiations begun *(use numerals)*

Month	Day	Year
09	10	07

4. Date contract performance to begin *(use numerals)*

Month	Day	Year
04	11	08

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*I: Orion Project Integration Contract
Contract Period: 04/11/08 to 04/10/09

7. INFORMATION ABOUT PERFORMANCE

A. Services now performed by a contractor
 B. Services now performed by Federal employees
 C. Services not presently being performed

BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

b. Number(s) of any wage determination(s) in incumbent's contract

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). **Important:** Attach copies of current applicable collective bargaining agreements

None

RESPONSE TO NOTICE
*(by Department of Labor)*A. The attached wage determination(s) listed below apply to procurement.

WD 2005-2515, Rev 3

B. As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.C. From information supplied, the Service Contract Act does not apply *(see attached explanation)*.D. Notice returned for additional information *(see attached explanation)*Signed: _____
*(U.S. Department of Labor)*_____
(Date)

9. OFFICIAL SUBMITTING NOTICE

SIGNED:

Original signed by

DATE

07/12/07

TYPE OR PRINT NAME

Connie R. Pritchard
Contract Labor Relations Officer

TELEPHONE NO.

281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center
 Connie R. Pritchard, Mail Code BA2
 2101 NASA Parkway
 Houston, TX 77058

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No. NASA 49907
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Harris County, TX; 2005-2515, Occupations included in "SCA Directory of Occupations"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Engineering Technician, IV	5	GS-7 \$19.26
General Clerk, II	5	GS-4 \$13.90

REGISTER OF WAGE DETERMINATIONS UND
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

By direction of the Secretary of Labor

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2515
Revision No.: 3
Date of Revision: 05/29/2007

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	12.52
01012 - Accounting Clerk II	14.06
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	22.76
01040 - Court Reporter	18.01
01051 - Data Entry Operator I	11.36
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	12.98
01090 - Duplicating Machine Operator	12.98
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	10.86
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55

01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.76
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.30
01532 - Travel Clerk II	13.36
01533 - Travel Clerk III	14.18
01611 - Word Processor I	11.45
01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation and Service Occupations	
07010 - Baker	10.04
07041 - Cook I	9.17
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.71
11090 - Gardener	13.35
11122 - Housekeeping Aide	7.71
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.63

11240 - Maid or Houseman	7.27
11260 - Pruner	8.17
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	8.92

12000 - Health Occupations

12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.24
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.12
12035 - Electroneurodiagnostic Technologist	23.12
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	15.57
12072 - Licensed Practical Nurse II	17.47
12073 - Licensed Practical Nurse III	18.81
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	14.44
12210 - Nuclear Medicine Technologist	28.64
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.64
12250 - Pharmacy Technician	14.41
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	22.89
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	39.12
12316 - Registered Nurse IV	43.48
12317 - Scheduler (Drug and Alcohol Testing)	18.90

13000 - Information and Arts Occupations

13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Aide/Clerk	9.87

13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	13.25
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.56
13063 - Media Specialist III	18.46
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	13.83

14000 - Information Technology Occupations

14041 - Computer Operator I	14.80
14042 - Computer Operator II	16.62
14043 - Computer Operator III	18.46
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	23.90
14071 - Computer Programmer I (1)	21.12
14072 - Computer Programmer II (1)	26.16
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.80
14160 - Personal Computer Support Technician	22.60

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81
15030 - Air Crew Training Devices Instructor (Pilot)	35.70
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	28.73
15070 - Flight Instructor (Pilot)	35.70
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.19
15095 - Technical Instructor/Course Developer	24.70
15110 - Test Proctor	17.73
15120 - Tutor	17.73

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	8.49
16030 - Counter Attendant	8.49
16040 - Dry Cleaner	9.00
16070 - Finisher, Flatwork, Machine	8.49
16090 - Presser, Hand	8.49
16110 - Presser, Machine, Drycleaning	8.49
16130 - Presser, Machine, Shirts	8.49
16160 - Presser, Machine, Wearing Apparel, Laundry	8.49
16190 - Sewing Machine Operator	11.55

16220 - Tailor	12.42
16250 - Washer, Machine	9.32
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.65
19040 - Tool and Die Maker	19.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	12.49
21130 - Shipping/Receiving Clerk	12.49
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools and Parts Attendant	13.58
21410 - Warehouse Specialist	12.84
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aerospace Structural Welder	26.66
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.66
23023 - Aircraft Mechanic III	27.99
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft, Painter	20.15
23060 - Aircraft Servicer	22.11
23080 - Aircraft Worker	23.30
23110 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	17.50
23182 - Electronics Technician Maintenance II	21.33
23183 - Electronics Technician Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	25.39
23381 - Ground Support Equipment Servicer	22.11
23382 - Ground Support Equipment Worker	23.30
23391 - Gunsmith I	13.67
23392 - Gunsmith II	15.79
23393 - Gunsmith III	17.67

23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.67
23465 - Laboratory/Shelter Mechanic	16.81
23470 - Laborer	10.62
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.08
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	17.67
23592 - Metrology Technician II	18.44
23593 - Metrology Technician III	19.22
23640 - Millwright	20.25
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.67
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23931 - Telecommunications Mechanic I	21.33
23932 - Telecommunications Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.67
23970 - Woodcraft Worker	17.67
23980 - Woodworker	11.30

24000 - Personal Needs Occupations

24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.36
24620 - Family Readiness and Support Services Coordinator	11.05
24630 - Homemaker	15.41

25000 - Plant and System Operations Occupations

25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65

27000 - Protective Service Occupations

27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04

27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.64
28310 - Lifeguard	12.15
28350 - Park Attendant (Aide)	15.26
28510 - Recreation Aide/Health Facility Attendant	11.13
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.15
28690 - Swimming Pool Operator	14.41

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16
29041 - Stevedore I	15.12
29042 - Stevedore II	17.29

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	21.72
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	17.80

30362 - Paralegal/Legal Assistant II	21.38
30363 - Paralegal/Legal Assistant III	26.62
30364 - Paralegal/Legal Assistant IV	29.59
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	18.90
30462 - Technical Writer II	23.12
30463 - Technical Writer III	26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12
30492 - Unexploded Ordnance (UXO) Technician II	27.97
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12
30620 - Weather Observer, Combined Upper Air or Surface Programs (3)	19.79
30621 - Weather Observer, Senior (3)	23.99

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.98
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	12.98
31362 - Truckdriver, Medium	15.34
31363 - Truckdriver, Heavy	16.39
31364 - Truckdriver, Tractor-Trailer	16.39

99000 - Miscellaneous Occupations

99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	11.24
99711 - Recycling Specialist	13.71
99730 - Refuse Collector	10.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}****Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale

for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION K - REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

K.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.203-11	SEP 2005	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.222-22	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-38	DEC 2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS

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

<u>PROVISION NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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NONE INCLUDED BY REFERENCE

(End of provision)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online

Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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None

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

- (i) Are () are not (X) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (ii) Have () have not (X), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (iii) Are () are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (X), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)
(ALTERNATE I)(APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is 1,000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it (X) is, () is not a small business concern.
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, (X) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it (X) is, () is not a women-owned small business concern.
 - (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is, (X) is not a veteran-owned small business concern.
 - (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

- (i) It () is, (X) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It () is, (X) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means 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 in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent 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 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That 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.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.5 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

- (a) It (X) has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.6 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that—

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of provision)

K.7 1852.245-79 USE OF GOVERNMENT-OWNED PROPERTY (JULY 1997)

- (a) The offeror () does, () does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

- (1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

Use GFP/GFE as specified in Attachment J-13.

- (2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

- (3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9,

Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

- (4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.
- (b) The offeror () does, (X) does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish –
- (1) Identification of the property, quantity, and estimated acquisition cost of each item; and
 - (2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).
- (c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:
- (1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.
 - (2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.
 - (3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

(End of provision)

(END OF SECTION)

Additional Information required by Item K-7(c):

(1) Barrios Technology does not have an approved Property System; however, control and accounting of the Government property used under prime contract NNJ04AA02C with the NASA Johnson Space Center is reviewed every year (Limited Formal Systems Analysis). The last review was conducted in February 6, 2007. The cognizant NASA Property Administrator is Michael Caputo, telephone number 281-483-7909.

(2) Barrios Technology has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) All costs associated with the use and control of Government property are included in the cost proposal.