

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Modification 3	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code) SGT, Inc. Attn: Mr. Bryan Leger 100 Cyberonics Boulevard, Suite 200 Houston, TX 77058			

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING and APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 3 copies to the issuing office.

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise Section H.5 to add the names of SGT key personnel:
 A conformed replacement page is attached to this modification.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) John J. Schaus Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/	16B. UNITED STATES OF AMERICA BY /s/
15C. DATE SIGNED 4/3/08	16C. DATE SIGNED 4/7/08
(Signature of person authorized to sign)	(Signature of Contracting Officer)

(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.

(End of clause)

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

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification 4	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code) SGT, Inc. Attn: Mr. Bryan Leger 100 Cyberonics Boulevard, Suite 200 Houston, TX 77058			

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING and APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (x)

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 3 copies to the issuing office.

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Section G.5 SUBMISSION OF VOUCHERS FOR PAYMENT to reflect a change in the NASA paying office. *This change is effective June 1, 2008.* In addition, the cognizant DCAA mailing office has been added to paragraph (c)(1). Changes are in bold type.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED

Clause G.5 is deleted in its entirety and replaced with the following:

“G.5 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 Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415**

(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:

**DCAA Columbia Branch Office
10025 Governor Warfield Parkway, Suite 200
Columbia, MD 20144-3329**

(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
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)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None

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

1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987)

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

1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEP 2007) (Deviation) (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)

G.2 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES 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 at JSC or the 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 (NFMMS) 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.3 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)

G.4 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (JUNE 2000)

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

(b) Beginning 12 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 12 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-2, Award Fee Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Financial Management (Payables) office will make payment based on issuance of unilateral modification by 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 at Attachment J-2. 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 percent 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.5 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 Shared Services Center (NSSC)
 Financial Management Division (FMD) – Accounts Payable
 Building 1111, C. Road
 Stennis Space Center, MS 39529
 Email: NSSC-AccountsPayable@nasa.gov
 Fax: 866-209-5415

(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:

DCAA Columbia Branch Office
 10025 Governor Warfield Parkway, Suite 200
 Columbia, MD 20144-3329

(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
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.6 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

(a) Performance of the work authorized by Task Orders issued 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.7 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEP 2007)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property; -
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of clause)

**G.8 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(DEVIATION) (SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may 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 unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and 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, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed 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 52.245-1, Government Property, 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 Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(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) of this clause 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.

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment J-8.

(ii) 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.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

- ___ (4) Supplies from stores stock.
- ___ (5) Publications and blank forms stocked by the installation.
- ___ (6) Safety and fire protection for Contractor personnel and facilities.
- ___ (7) Installation service facilities: [Insert the name of the facilities or "None"].
- ___ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- ___ (9) Cafeteria privileges for Contractor employees during normal operating hours.
- ___ (10) Building maintenance for facilities occupied by Contractor personnel.
- ___ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.9 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEP 2007)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

Michael Caputo
 JSC-JA, 2101 NASA Parkway
 Houston, TX 77058-3696
 Telephone 281-483-7909
 E-mail michael.caputo-1@nasa.gov

(End of clause)

**G.10 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS
(DEVIATION) (SEP 2007)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

(END OF SECTION)

SOLICITATION, OFFER AND AWARD 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) **RATING DO-C9** PAGE 1 OF SEE SECTION 11 BELOW

2. CONTRACT NO. **NNJ08TA27C** 3. SOLICITATION NO. **NNJ07186721R** 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED **July 20, 2007** 6. REQUISITION/PURCHASE NO. **42001 100720**

7. ISSUED BY **ASA Lyndon B. Johnson Space Center**
Attn: BT/Susan L. Stefanovic
2101 NASA Parkway
Houston, TX 77058-3696

8. ADDRESS OFFER TO (If other than Item 7) **JSC PROCUREMENT OFFICER**
2/28/08
DATE

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

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, at the Lyndon B. Johnson Space Center, until **3:00 p.m.**, local time, on **September 18, 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 September 4, 2007.** All offers are subject to all terms and conditions contained in this solicitation. **CAUTION - LATE Submissions, Modifications, and Withdrawals: See Provision L.2. Also see Provision L.12 for delivery instructions, and L.18 for due dates and times.**

10. FOR INFORMATION CALL: **Susan Stefanovic** B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE **281** NUMBER **483-5485** EXT. C. EMAIL ADDRESS **susan.l.stefanovic@nasa.gov**

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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 % 20 CALENDAR DAYS % 30 CALENDAR DAYS % CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
001	8/8/07	003	9/10/07
002	9/6/07		

15. NAME AND ADDRESS OF OFFEROR **SGT, Inc.**
7701 Greenbelt Rd., Suite 400
Greenbelt, MD 20770

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) **Kamal S. Ghaffarian, President/Chief Operating Officer**

15B. TELEPHONE NO. (Include area code) **301.4863.3120**

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE **9/25/07**

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 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) ITEM **G-6**

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) **Geraldine B. Mason**
Keith D. Heitz

27. UNITED STATES OF AMERICA **Signature of Contracting Officer**

28. AWARD DATE **2/21/08**

IMPORTANT - Award will be made on this Form, or on Standard Form 26, 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 \$175,000.00 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 is broken out as follows:

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

NOTE: Amounts for estimated cost and available award fee for cost reimbursable IDIQ delivery orders issued will be periodically updated unilaterally as these IDIQ delivery orders are issued/amended. There may be some discrepancy with the total amount for the IDIQ task/delivery 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.10, ORDER LIMITATIONS.

(End of clause)

B.3 SCOPE OF WORK

The Contractor shall provide products and/or services that support Constellation Program functions related to Program Planning and Control in accordance with Section C and Attachment J-1, Statement of Work, and specific task/delivery orders issued within the scope of this contract.

(End of clause)

B.4 MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE

In accordance with clause I.11 "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 \$60,000,000. 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.9, "Ordering".

(End of clause)

B.5 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 14 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.

Items 15-18 are the JSC, KSC, LaRC, and MSFC offsite facilities cost per hour rates. This rate shall be utilized to determine the additional expense needed to accommodate contractor personnel offsite of the NASA 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 19 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 20 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)

B.6 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 as described on each individual task order. This allotment is for CPSC activities within the scope of the Statement of Work (SOW) in Section C of this contract and covers the estimated period of performance as described on each individual task order.
- (b) An additional amount as described on each individual task order is obligated under this contract for the payment of fee.

(End of clause)

(END OF SECTION)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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

- (a) The total firm fixed price of phase-in for this contract is \$175,000, covering a 30-day phase-in period from February 29, 2008 through March 31, 2008.
- (b) An amount of \$175,000 is obligated under this contract for payment of the firm-fixed price for contract phase-in.

(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 is broken out as follows:

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

NOTE: Amounts for estimated cost and available award fee for cost reimbursable IDIQ delivery orders issued will be periodically updated unilaterally as these IDIQ delivery orders are issued/amended. There may be some discrepancy with the total amount for the IDIQ task/delivery 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.10, ORDER LIMITATIONS.

(End of clause)

B.3 SCOPE OF WORK

The Contractor shall provide products and/or services that support Constellation Program functions related to Program Planning and Control in accordance with Section C, Statement of Work, and specific task/delivery orders issued within the scope of this contract.

(End of clause)

B.4 MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE

In accordance with clause I.11 "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 \$60,000,000. 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.9, "Ordering".

(End of clause)

B.5 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 14 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.

Items 15-18 are the JSC, KSC, LaRC, and MSFC offsite facilities cost per hour rates. This rate shall be utilized to determine the additional expense needed to accommodate contractor personnel offsite of the NASA 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 19 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 20 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)

B.6 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 \$ 100,000. This allotment is for Constellation Program Support Contract (CPSC) activities within the scope of the Statement of Work in Section C of this contract and covers the following estimated period of performance January 16, 2008 through February 8, 2008.

(b) An additional amount of \$ 0 is obligated under this contract for payment of fee.

*To be filled in by NASA prior to contract award.

(End of clause)

(END OF SECTION)

Statement of Work
For
Constellation Program Support Contract

1.0 INTRODUCTION

On January 14, 2004, the President directed NASA to embark on a space exploration program that will advance the nation's scientific, security and economic interests. In support of this vision the United States (US) will:

- a. Implement a sustained and affordable human and robotic program to explore the solar system and beyond.
- b. Extend human presence across the solar system, starting with a human return to the Moon by the year 2020, in preparation for human exploration of Mars and other destinations.
- c. Develop the innovative technologies, knowledge, and infrastructures both to explore and to support decisions about future destinations for human exploration.
- d. Promote international and commercial participation in exploration to further US scientific, security, and economic interests.

In response to the President's Vision for Space Exploration (VSE), NASA established the Exploration Systems Mission Directorate (ESMD) to develop a constellation of new capabilities, supporting technologies, and foundational research that allows for the sustained and affordable exploration of space. ESMD established the Constellation Program (CxP) at JSC to manage the development of the flight and ground infrastructure and systems required to enable continued human access to space. CxP, with approval of the ESMD, established Project Offices to design, develop, and provide the specific deliverables required.

The function of the Program Planning and Control (PP&C) Office in the CxP is to provide the CxP the necessary Management Information System (MIS), performance measures, schedule development and schedule maintenance, Configuration Management (CM), Data management (DM), Information Technology (IT) and Data Architecture (DA) to execute the CxP mission.

2.0 PROGRAM MANAGEMENT

The PP&C contractor shall provide the program business management, technical, and administrative skills to accomplish the objectives and outcomes described within this contract. The contractor shall perform the services and deliver the products described in this Statement of Work (SOW), contract terms and conditions, applicable documents, Data Requirements Descriptions (DRDs), and other plans and sections contained within this contract. Products and services will be in direct support of the CxP PP&C office to manage and integrate the implementing organizations (NASA Center institutions and other contractors) and CxP customers. This includes the continued development and maintenance of top-level program requirements, which flow to the implementing organizations to enable the management of the cost, technical, and schedule baseline for the continued design, development, test, evaluation (DDT&E) and operation of the program.

2.1 Program Management and Administration

The contractor shall develop, maintain, and implement a PP&C Management Plan in accordance with DRD PM-01.

Products and services will include the development and operation of systems necessary for providing assessments and analysis of the overall Program DDT&E, integration, and status (e.g., cost, technical, schedules, and configuration control), and for providing inputs to the CxP for overall strategic planning and policy of the CxP and its projects to facilitate the CxP in accomplishing its mission.

The contractor shall submit Lessons Learned to the CxP Lessons Learned process in accordance with NPR 7120.6.

2.2 Planning and Reviews

2.2.1 The contractor shall provide the development, maintenance, and implementation of PP&C Management Plans.

2.2.2 The contractor shall participate in monthly and quarterly performance reviews with NASA.

2.2.2.1 The contractor shall acquire and develop the overall technical, schedule, and cost performance status for all the Constellation projects, contractors and subcontractors.

2.3 MIS Data Requirements

CxP MIS is a web-based data repository designed to provide CxP management with current CxP technical, financial, workforce, schedules, and operational information, including issues and risks. MIS links CxP core business issues and goals with the technical aspects of the CxP. To accomplish this, NASA will identify Constellation projects, Center institutions, and contractor provided financial planning, costs, workforce data, schedules, metrics, technical performance, and other information to be linked to the MIS. The contractor provided information will be a subset of data that is required by the PP&C contract in existing DRDs. NASA will identify the data to be linked to the MIS. The contractor shall implement mechanisms for linking this data to the MIS, identify and implement changes to the contractor defined formats, provide compatibility to the MIS, and maintain the data electronically in such a manner as to implement electronic linkage to the MIS.

2.3.1 CPSC MIS Data

2.3.1.1 The contractor shall present 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. NASA and the contractor shall develop the MIS metrics.

2.3.1.2 The contractor shall depict in presentations a correlation of the metrics to the requirements, and measurements of contractor management responsiveness to the performance indicated by the metrics.

2.4 Internal/External Program Review

2.4.1 The contractor shall develop briefing materials and analyses for CxP presentations and meetings with various internal and external review groups. Review groups include: Aerospace Safety Advisory Panel (ASAP), Inspector General/General Accounting Office (IG/GAO), and NASA Advisory Council (NAC).

2.4.2 The contractor shall prepare and present various topics, such as CxP technical, cost, and schedule status, specific safety or risk issues, and responses to external inquiries.

3.0 MANAGEMENT SYSTEMS OFFICE

The contractor shall provide the necessary resources to perform Management Systems Office (MSO) CM, DM, IT, and DA tasks. All tasks will require the contractor to work within the CxP and project offices, other NASA Centers, and other contractor organizations.

The CxP has elements at all NASA Centers. The majority of the CM, DM, IT, and DA-related work will be at the Johnson Space Center (JSC) in Houston. However, the contractor shall provide different levels of services as defined by task orders for each of the Centers supporting the CxP where those services are not provided through Center institutional offices or other contractual means. Services shall be defined by individual task orders which are consistent with the DRD's.

3.1 CONFIGURATION MANAGEMENT

The contractor shall develop, implement, and administer a CM operation across the CxP program as specified in this contract and in accordance with CxP 70072 MSO plan and CM requirements CxP 70073 Volume 1. Additionally, the contractor shall be responsible for contract specific CM functions as described in each of the functional CM areas described below.

3.1.1 Management

3.1.1.1 The contractor shall provide for continued establishment and maintenance of CxP CM policies, procedures, and requirements, including maintaining an infrastructure for the continued development and base lining of hardware, software, and other products under the CxP control.

3.1.1.2 The contractor shall develop and implement a CM plan in accordance with DRD MSO-01.

3.1.1.3 The contractor shall participate in MSO technical interchange, monthly, and weekly status meetings.

3.1.1.4 The contractor shall generate monthly performance metrics to measure CxP CM performance..

3.1.2 Configuration Identification

3.1.2.1 The contractor shall participate with the CM office in the establishment and maintenance of the CM product structure.

3.1.2.2 The contractor shall respond to CxP inquiries regarding part identification issues as identified in American Society of Mechanical Engineers (ASME) Y14.24.

3.1.3 Configuration Control

The contractor shall perform the following Configuration Control activities across the CxP program:

3.1.3.1 Ensure execution of the change process in accordance with Constellation CM plan CxP 70073 Volume 1 Book I. This includes all phases of Program changes (formulation, development, approval, and execution).

3.1.3.2 Provide CM Secretariats for all CxP control boards. The CM Secretariat shall perform the following: runs the meetings, sets agendas, tracks actions, assists in closure of actions, produces minutes, and provides directive packages. The individual tasks are detailed in the CM plan CxP 70073 Volume 1 Book I.

3.1.3.3 Provide administrative support including: meeting logistics, administration, agenda, action item management, meeting minutes, and archival of all presentation material and decisional items for all CxP Configuration Control Boards and Panels.

3.1.3.4 Establish and maintain the CxP CM Receipt Desk. The CM Receipt Desk shall be the conduit for all CM related data entering and exiting the CxP program.

3.1.3.5 Establish and maintain a CxP Engineering Release Unit (ERU).

3.1.4 Configuration Status Accounting (CSA) and Verification

The contractor shall perform the following CSA functions across the CxP Program:

3.1.4.1 Participate as an auditor of CxP hardware and software Functional Configuration Audits (FCA) and Physical Configuration Audits (PCA). This includes reviewing test reports, acceptance data packages, and configuration drawings for completeness and accuracy.

3.1.4.2 Prepare and review documentation to support CxP acceptance reviews and readiness reviews.

3.1.4.3 The contractor shall provide the formulation, integration, and consolidation of Configuration Status Accounting Reports (CSAR) to support CxP baseline activities.

3.1.4.4 Conduct, with NASA personnel, CM audits of the CxP and Projects to ensure compliance with CM requirements and processes pursuant to CM requirements CxP 70073 Volume 1.

3.1.4.5 Provide for audit and validation function of data residing in program status accounting databases and status accounting systems.

3.1.5 Software Configuration Management Requirements:

The contractor shall maintain the software CM requirements as specified in CxP CM requirements CxP 70073 Volume 1. The contractor shall verify configuration identification, control, status accounting, and verification of software products and processes are implemented across the Constellation Program in accordance with CxP 70073 Volume 1.

3.2 DATA SYSTEMS

The contractor shall provide products and services within each of the Management Systems (MS) data systems areas of the MSO: Information Technology, Data Architecture, Information, and Management

3.2.1 Information Technology (IT)

The contractor shall provide products and services within each of the IT related functional areas of the MSO (DRD MSO-02): IT Security, IT Project development and Management Execution. Additionally, the contractor shall provide services for the IT infrastructure of conference rooms and facilities including Video teleconferencing coordination and managing a conference room reservation function. The contractor shall also provide property management services.

3.2.1.1 IT Security Products and Services

3.2.1.1.1 The contractor shall adhere to the requirements of NFS 1852.204-76, Security Requirements for Unclassified Information Technology Resources, when performing work related to IT security products and services. In addition, the contractor shall perform the following:

3.2.1.1.2 Develop, maintain, and implement the CxP IT Security Plan in accordance with NASA Procedural Requirement (NPR) 2810.1A.

3.2.1.1.3 The contractor shall provide services to enable the CxP to achieve NASA Certification and Accreditation for the CxP IT Security Plan.

3.2.1.1.4 The contractor shall maintain a knowledge base of security issues, problems, and resolutions for both the contractor's off-site systems and the CxP's IT systems.

3.2.1.1.5 The contractor shall provide book management functions for the following CxP security-related program documents:

CxP Security Management Plan
CxP Security Requirements Document
CxP Security Architecture Document
CxP COMSEC Plan
CxP Emergency Response Plan (ERP)
CxP Disaster Recovery and Continuity of Operations Plans

3.2.1.1.6 The contractor shall serve as the Organizational Computer Security Representative (OCSR) for the CxP. The OCSR shall work with the CxP Organizational Computer Security Officer (OCSO) to ensure the elements of the NASA IT Security Program are implemented. The duties of the OCSR include:

- Participating in Agency/Program/Center boards and working groups as directed. Working with the division/office/project information systems security officials (ISSOs).
- Work with the CxP OCSO to establish management controls and a communications process to ensure that the organization's implementation of IT Security is consistent with mission needs and NASA policies, standards, procedures, and guidance by overseeing all aspects of information security within the CxP.
- Conduct, with the OCSO, the review of CxP's IT system security plans and maintain status information in the Centers IT security related databases.
- Provide the coordination and consolidation of responses to IT security related actions, metrics, and the status of activities.
- Prepare and process IT changes for the CxP organizations (divisions/offices/projects) that require CxP Network
- Access Control Board disposition.
- Analyze and implement the requirements of NPR 2810.1A and report results to the OCSO.

3.2.2 IT Project Development

3.2.2.1 The contractor shall provide for CxP needs outside of the ESMD-provided Integrated Collaborative Environment (ICE). The contractor shall develop and implement IT project plans in accordance with DRD MSO-03 for the following activities:

Implementation of new hardware and software capabilities.
Conducting studies, market surveys, and system tests.
Developing and implementing proposed system hardware relocation plans.

3.2.2.2 The contractor shall be prepared to lead IT projects that require integration across ESMD, Center, and other outside IT providers where required.

3.2.2.3 The contractor shall provide system administration skills for the CxP Systems.

3.2.2.4 The contractor shall develop and implement an IT Technology Infusion Proposal Plan to propose new technology and service concepts for the Government's consideration.

3.2.2.5 The contractor shall provide products and services to a broad range of efforts in the IT project management disciplines. The projects may be stand-alone projects in a particular CxP project or office, or they may be in conjunction with ESMD or Center-specific service providers. The contractor shall provide leadership to integrate and execute projects as well as the expertise to develop and maintain newly developed information management systems and processes. For all development efforts, the contractor shall be compliant with Capability Maturity Model Institute (CMMI) practices.

3.2.3 Management Execution

3.2.3.1 Capital Planning and Investment Control (CPIC)

The contractor shall provide the MSO with development of the annual CPIC plans required at the Centers. The contractor shall work with the IT Lead in the analysis of yearly requirements including characterizing IT investments in the appropriate categories. The contractor shall provide annual development of the CxP IT Program Operation Plan. The contractor shall coordinate with the IT lead for any cross-Center analysis required as CxP matures and IT policies for reporting Program IT elements aligns with the Agencies Enterprise Architecture efforts. A copy of the JSC-specific format for the CPIC is provided in FY07-ZA-01. NASA will provide the necessary format if required at another Center.

3.2.3.2 User Requirements/Analysis and Special Purchases

3.2.3.3 The contractor shall perform data gathering, entry, and analysis of requests to ensure that the customer requirement for products and services is documented and completed.

3.2.3.4 The contractor shall document and coordinate implementation of IT requirements requested by the institutional or ESMD IT providers.

3.2.3.5 The contractor shall serve as the primary point of contact for IT services.

3.2.3.6 The contractor shall submit IT service requests using the Center-specific service request system. The JSC system is the Customer Service System.

3.2.3.7 The contractor shall provide specialized IT requirements that fall outside of the scope of the Center's IT service contracts and when NASA determines it is in the best interest of the Government to use another vendor for IT requirements.

3.2.3.8 The contractor shall comply with all related procurement policies and practices associated with the purchase of IT equipment. This includes the procurement and

maintenance of special software requirements for CxP end users.

3.2.3.9 The contractor shall track and maintain an inventory of all software and hardware purchases using a Government-provided IT inventory tool. The contractor shall keep track of all licensing agreements and ensure maintenance renewals are scheduled and budgeted.

3.2.3.10 The contractor shall provide maintenance of a CxP Tools Library. The contractor shall provide content management of the system which includes: system name, security model, link to application where applicable, software/hardware specifications, life cycle development phase, and configuration diagrams where required.

3.2.4 Loan Pool

3.2.4.1 The contractor shall serve as the primary point of contact for loan pool services.

3.2.4.2 The contractor shall develop and maintain user guides/desktop instructions for services that require user self-installation.

3.2.4.3 The contractor shall provide procedures for appropriate property management of the CxP loan pool products for check-in/check-out and conducting regular inventories.

3.2.4.4 The contractor shall develop, implement, and maintain a standard load consistent with approved laptop loads and any related policies and practices for the loan pool laptops.

3.2.4.5 The contractor shall augment standard load configuration to provide specific user requirements where those requirements fall within standard services and policies. Activities typically include configuring laptops for wireless access, data transfers, tunneling, and special software requirements.

3.2.5 Desktop Support Services

3.2.5.1 The contractor shall provide desktop support services for CxP IT not provided by other institutional or ESMD providers. Desktop support includes those services associated with desktop environments such as; loading/configuring local and network software, drivers, printers, peripherals, and data migration.

3.2.5.2 The contractor shall track and provide problem resolution on problems associated with systems, products, and services and provide problem resolution includes accepting transferred calls from the various JSC Help Desks or ICE Help Desks for systems under the responsibility of this contract and reporting resolutions back to the initiators.

3.2.6 Conference Room/Facility Services

The contractor shall provide integration and coordination for video teleconferences in CxP meetings and provide a Reservation Desk service that provides end users with the ability to reserve conference rooms and request IT-related meeting support services such as teleconferences and WebEx meetings. The Reservation Desk shall be staffed from 8:00 a.m. to 5:00 p.m. daily but shall also provide support to meetings occurring

outside those business hours as required. The contractor shall provide the SharePoint and CxP Reservations Web site ensuring that it is updated and effectively facilitates the end users ability to request conference room services.

3.2.7 Boards, Panels, Special Team Products and Services

The contractor shall provide IT services to CxP Board and Panels where IT expertise is required. In addition, the contractor shall provide a Secretariat for the CxP IT working group.

3.2.8 Data Architecture, Information, and Management (DAIM)

The contractor shall provide products and services for the data information architecture and management requirements of the CxP as defined in CxP 70073 Volume 2. The contractor shall provide the structuring of and access to CxP data within CxP IT systems/tools based on the inherent characteristics and capabilities associated with that particular system/tool and pursuant to the CxP data and information architecture plan (DRD MSO-04). As such, the contractor shall, be prepared to provide recommendations for and execution of the most effective Information and Data Management (IDM) practices. Additionally, the contractor shall be responsible for specific IDM functions as described below:

3.2.8.1 The contractor shall provide the expertise in executing methodologies as defined in the CxP data and information architecture CxP 70073 Volume 3.

3.2.8.2 The contractor shall also provide expertise in defining and executing methodologies that access the CxP data residing within its IT systems. The contractor shall facilitate ease of access to those systems as well as ensuring that the data housed within those systems is properly controlled based on the nature of the data itself. This effort shall entail close coordination with ESMD-system providers as well as any coordination required with current Agency efforts.

3.2.8.3 The contractor shall develop and maintain access to CxP information and data on a variety of Web sites, portals, and other media. The contractor shall provide expertise on the appropriate media to enhance access to the information and shall coordinate with ESMD or Center-specific providers when required.

3.2.8.4 The contractor shall establish and maintain a process for receipt tracking, monitoring, validating, distribution, status, and storage of all program deliverables within the CxP systems. This shall include data entering and exiting the CxP program and shall include all CxP contract deliverables.

3.2.8.5 The contractor shall conduct with the Constellation MSO IDM audits for the Program and Projects.

3.2.8.6 The contractor shall provide book management of the MSO controlled documents (Common Glossary and Acronym, Applicable Document List, Program Document Tree (CxP 70072 Annex 2)).

3.3 MAJOR REVIEWS

The contractor shall provide meeting logistics, scheduling, performance metrics, coordination and technical integration, and tool support to the CxP major reviews.

4.0 SCHEDULES COST ESTIMATING AND ASSESSMENTS (SCEA) OFFICE

4.1 ASSESSMENTS

4.1.1 The contractor shall identify, evaluate, analyze, track, and report planning and assessment issues to the CxP managers with recommendations for resolving risks. The contractor shall coordinate content and formats of all assessments and analyses with the SCEA office prior to delivery of all final products.

4.1.2 The contractor shall work with the NASA EVM lead to develop, refine and implement the CxP Earned Value Management (EVM) system and processes.

4.1.3 The contractor shall integrate data from the Cx Projects Earned Value and Cost Performance Reports per Program Management Plan Appendix F, Earned Value Management Plan (CxP 70070), to assess CxP performance and identify risk to program plan.

4.1.4 The contractor shall identify, evaluate, and report risk issues in a monthly assessment report. This report shall provide detailed status of the CxP performance against the CxP plan and impact of cost, schedule, and technical variances against the plan; and shall include recommendations to abate potential CxP impacts.

4.1.5 Prior to the CxP quarterly management reviews, the contractor shall identify, evaluate, and report a preview assessment of the CxP status and technical health based on the assessment of the most current earned value, technical, cost, and schedule reports.

4.1.6 Upon completion of the quarterly management reviews, the contractor shall provide an updated evaluation of the CxP status and technical health, based on the results of the data provided and presented as part of the quarterly management review.

4.1.7 The contractor shall perform when requested by SCEA Ad-hoc analyses and assessments which include parametric cost estimates, schedule, cost, requirements, and workforce correlations and analyses, life cycle cost (LCC) estimates, and trade studies.

4.2 PROGRAM SCHEDULING

The contractor shall provide overall CxP schedule management and integration during the DDT&E and operation of the CxP. Specifically, the contractor shall develop and maintain resource-loaded, logic-linked schedules as well as analyze and integrate schedules provided by other CxP stakeholders and participants. Both top-level schedules (e.g., an overall Integrated Master Schedule (IMS)) as well as lower-level schedules such as those needed by the program integration teams shall be developed and maintained. The contractor shall perform schedule analyses and report findings of those analyses at various levels of the CxP. The contractor shall maintain and update

the CxP Planning Calendar. Operation of a scheduling system is required for overall CxP objectives and requirements.

4.2.1 Schedule Management

4.2.1.1 The contractor shall develop and provide schedules and schedule analysis for the CxP.

4.2.1.2 The contractor shall prepare and report program schedule metrics.

4.2.1.3 The contractor shall provide reporting and schedule analysis per DRD (SCEA-01)

4.2.2 Integrated Master Schedule Management

4.2.2.1 The contractor shall integrate resource-loaded, critical path and external interface linked schedules from all CxP contractors and performing organizations into a single master CxP schedule.

4.2.2.2 The contractor shall provide schedule development and analysis for all program activities.

4.2.2.3 The contractor shall perform independent assessments of hardware development and software schedules to identify CxP critical path, performance to critical milestones, and schedule risks.

4.2.2.4 The contractor shall perform schedule analysis for integration into the overall program assessment as directed.

4.2.2.5 The contractor shall provide schedule updates and status reports for the CxP per DRD SCEA-01.

4.2.2.6 The contractor shall provide critical path schedules for the CxP per DRD SCEA-01.

4.2.2.7 The contractor shall maintain and update CxP schedules and Program Management Information on the CxP Web site for the IMS and the Key Program Performance Indicators (KPPIs). The KPPIs will include information such as program risk data, cost performance measures, and schedule information.

4.2.2.8 The contractor shall provide deliverables to CxP to meet the requirements as defined in DRD SCEA-01 for issue identification, schedule status analyses, and special agenda topics. The contractor shall provide these deliverables to the SCEA schedule working group.

4.2.3 Program Level Schedule Data Management

The contractor shall lead the CxP schedule data acquisition effort from all CxP participants in order to provide the continued development, evolution, and monthly maintenance of the IMS.

4.2.4 Scheduling System

4.2.4.1 The contractor shall operate the Primavera™ scheduling system identified in Cx Program Management Plan 70070 Appendix H.

4.2.4.2 The contractor shall review other CxP contractors' schedules to ensure compliance with Program requirements. After evaluation and receipt of inputs from CxP contractors and performing organizations, the contractor shall integrate schedule inputs into the IMS. The contractor shall work through the SCEA schedule working group to identify and resolve schedule process and data issues.

4.2.4.3 The contractor shall generate and maintain top level and lower level schedules and analyses for CxP organizations and projects per DRD SCEA-01. As requested, the contractor shall develop additional schedule management tools/products.

4.2.4.4 The contractor shall provide updates and status reports for tasks.

4.2.4.5 The contractor shall create hardware delivery matrices, delivery schedules, and delivery burn-down charts, as required.

4.2.4.6 The contractor shall maintain the CxP Planning Calendar and participate in meetings to prepare updates. The contractor shall maintain the CxP Planning Calendar on the CxP Web site and provide updates twice weekly. The contractor shall also produce copies and deliver them to the customer in support of program office organizational staff meetings and the SCEA schedule working group per DRD SCEA-01.

4.2.5 Special Schedule Trade Studies

At the written direction of NASA, the contractor shall perform Special Schedule Trade Studies.

4.2.6 Incorporate Detail Project Schedules

The contractor shall collect and incorporate detailed project schedules into the IMS, with coordination from the CxP SCEA office.

5.0 TECHNOLOGY PROTECTION

The contractor shall provide support for security and technology protection activities to ensure the effective implementation, coordination, and integration of the CxP Security Management Plan (CxP 70070 Annex-05). The contractor shall provide data, products, and support necessary for the protection of CxP critical technology, information, hardware, and associated mission essential infrastructure (MEI) facilities as identified by NASA.

5.1 Additional support includes the following.

5.1.1 The contractor shall participate in the Exploration Systems Mission Directorate (ESMD) Technology Protection Working Group (TPWG) as a representative of the

CPSC 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 program impacts, issues and metrics to that forum after coordination with the CxP Technology Protection Officer (TPO) or other NASA personnel.

5.1.2 The contractor shall develop, maintain and/or provide input to the CxP TPO and TPWG products including plans, requirements, threat assessments, reports, schedules, and security risks.

5.1.3 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.

5.1.4 The contractor shall assist Data Originators and Designating Officials in reviewing CxP 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 participant in the overall Program Protection Planning process.

5.1.5 The contractor shall coordinate the conduct of CxP Mission Critical Information Assessments (MCIA) to identify potential candidate Mission Critical Information (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.

5.1.6 The contractor shall develop and present a security awareness and training program to help ensure CxP and CPSC personnel understand their security responsibilities.

5.2 PROGRAM SECURITY

The contractor shall provide specialized program security in the development of a comprehensive technology protection process for the Constellation Program. This will include the modification of new evolving systems, programs, equipment, and facilities. The contractor shall conduct design reviews; perform physical and operational assessments; and prepare and deliver briefings on a wide variety of security topics. The contractor shall expand program security to specific research and development programs as they emerge.

5.3 SECURITY ASSESSMENTS

The contractor shall perform risk assessments and assist in comprehensive security reviews and operational security assessments for programs and projects as directed.

6.0 SAFETY AND MISSION ASSURANCE

6.1 SAFETY, HEALTH, ENVIRONMENTAL, AND FIRE PROTECTION

The contractor shall perform tasks to ensure the protection of personnel, property,

equipment, and the environment in contractor products and activities generated in support of institutional and space flight program objectives. To ensure compliance with pertinent NASA policies and requirements and federal, state, and local regulations for safety, health, environmental protection, and fire protection, the contractor will develop and implement a safety and health program in accordance with a NASA-approved safety and health plan in accordance with DRD S-01. The JSC Safety and Health Handbook provides detailed requirements and instructions regarding safety and health procedures and policies at JSC and is incorporated by reference into the contract. It can be viewed at the <http://jschandbook.jsc.nasa.gov/>.

6.2 QUALITY ASSURANCE

For activities performed onsite at JSC, the contractor shall adhere to the JSC Quality Management System.

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None

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

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

(END OF SECTION)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (MAY 2001)

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

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

None

E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS (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 F - DELIVERIES OR PERFORMANCE

F.1 Listing OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

**52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)**

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

None

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 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 or Order Number: _____

Destination: _____

(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: **Sylvia Hannagriff**, Contract Transportation, 2101 NASA Parkway, M/C 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 Reserved

F.4 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): At or near the Lyndon B. Johnson Space Center (JSC), Kennedy Space Center (KSC), Langley Research Center (LaRC), and Marshall Space Flight Center (MSFC) and at other locations as covered by IDIQ task orders.

(End of clause)

F.5 DELIVERY INSTRUCTIONS

- (a) The Contractor shall ship the items required under this contract to:

Central Receiving, Building 421
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Marked for: Accountable Property Officer
For reissue to: Jerry Holsomback
Contract Number: *[Insert contract number]*
Organization/Office Code: ZB
Building No.: 1, Room 201C

- (b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding Federal holidays.

- (c) Additional delivery instructions:

All documentation shall be shipped to the addresses cited in Attachment J-3, Data Requirements List - Data Requirements Documents.

- (d) Additional marking instructions: None

(End of clause)

F.6 PHASE-IN AND PHASE-OUT

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 PM-02, 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.

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)

F.7 52.247-94 SHIPPING INSTRUCTIONS (APR 2006) (JSC PROCUREMENT INSTRUCTION)

All documentation shall be shipped to the addresses cited in F.5. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to: NASA Johnson Space Center
Building 421
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer
Contract Number: *[insert contract number]*

For reissue to: Jerry Holsomback, Mail Code ZB, Building 1, Room 201C

(End of clause)

(END OF SECTION)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None

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

1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987)

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

1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEP 2007) (Deviation) (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)

G.2 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES 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 at JSC or the 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 (NFMMS) 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.3 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)

G.4 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (JUNE 2000)

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

(b) Beginning 12 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 12 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-2, Award Fee Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Financial Management (Payables) office will make payment based on issuance of unilateral modification by 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 at Attachment J-2. 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 percent 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.5 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
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:

Offeror Insert: DCAA Mailing Office

(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
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.6 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

(a) Performance of the work authorized by Task Orders issued 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

o NASA will document the contractor's current IT Standards on the IRD (JSC CIO) web site.

- Compliance with Section 508 of the Rehabilitation Act
- o The contractor shall address Section 508 requirements compliance in accordance with NASA PIC 05-01 entitled "Electronic and Information Technology Accessibility" prior to the procurement of Electronic and Information Technology (EIT). Specifically, enclosures are included in the PIC, one or more of which shall be provided to the Contracting Officer when such procurements are executed. This applies to any EIT procurement covered by Section 508.
- o The contractor shall address how all EIT acquisitions were assessed for compliance with the 508 Accessibility Standards if different from the flowchart in the PIC's enclosure 2, "EIT Market Research Template."

Note: The NASA CIO has provided one exception to this Internal components such as RAM, hard drives, and specialized analog-to-digital cards are not subject to Section 508. As a result of this communication, the Section 508 supporting documentation is not required for this specific class of procurement.

o All contractor IT acquisitions shall be accompanied with the PIC 05-01 enclosure 2, "EIT Market Research Template."

FORMAT: IT CPIC documentation shall be delivered in native format and be compatible with JSC standard software loads. This can be found on the CIO-Procurement Website.

SUBMITTAL: Initial due within 60 days of authorization to proceed.

MAINTENANCE: Review annually. 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>CM Plan</p>	<p>2. Date of current version</p> <p style="text-align: center;">May, 2007</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">MSO-01</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ08TA27C</p>
<p>4. Use <i>(Define need for, intended use of, and/or anticipated results of data)</i></p> <p>This plan is prepared by the contractor to describe the assignment of responsibility organizationally and the procedures used in accomplishment of the specific configuration management requirements as stated in the SOW and Configuration Management Implementation Plan (CxP 70073 Volume 1 Book 1).</p>		<p>5. DRD Category: <i>(check one)</i></p> <p><input checked="" type="checkbox"/> Technical</p> <p><input type="checkbox"/> Administrative</p> <p><input type="checkbox"/> SR&QA</p>	
<p>6. References <i>(Optional)</i></p>	<p>7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i></p>		
<p>8. Preparation Information <i>(Include complete instructions for document preparation)</i></p> <p>8. PREPARATION INFORMATION: The contractor shall prepare the deliverable as follows:</p> <p>SCOPE: This CM plan defines the requirements, responsibilities, and procedures for the CM system pursuant to CxP 70073 volume 1 and as it applies to this contract.</p> <p>CONTENT: The CM plan shall address, as a minimum, the functions of a CM plan as prescribed in NAS STD 0005 appendix C.</p> <p>FORMAT: Electronic.</p> <p>9. OPR: ZB/ Management Support Office</p> <p>10. FIRST SUBMISSION DATE: Ninety (90) days following contract start</p> <p>Frequency Of Submission: Once Additional Submissions: Updated if major systems or processes are changed</p> <p>11. MAINTENANCE: Electronic, as required (see additional submissions)</p> <p>12. COPIES/DISTRIBUTION:</p> <p>Program Authorized Repository Upload Notification: ZB/management Support Office 1 electronic copy: Program Authorized Repository</p> <p>13. REMARKS: None</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title IT Management Plan	2. Date of current version May 2007	3. DRL Line Item No. MSO-02	RFP/Contract No. (Procurement completes) NNJ08TA27C
4. Use (Define need for, intended use of, and/or anticipated results of data) The IT Management Plan is required to manage IT activities within the CxP , interfaces with other users/customers of the CxP IT infrastructure and various institutional IT providers, and IT reportability requirements.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)		

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

8. PREPARATION INFORMATION: The contractor shall prepare the deliverable as follows:

SCOPE: The Contractor shall provide plans to coordinate and execute all technical and administrative tasks for all management activities required to satisfy IT management and interfaces with other CxP IT providers.

CONTENT: The IT Management Plan shall be an umbrella document, which encompasses and integrates all IT management activities. As a minimum, the IT Management Plan shall cover:

The significant policies and plans of all aspects of reportable IT.

Levels of approvals.

Flow of authority.

External interfaces with the Government, other CxP contractors, and institutional IT providers.

The relationship between and integration of IT DRDs to the overall management of the IT content.

IT Metrics will be partnered annually and will include:

a. **LEVEL 1 METRICS:** The Contractor shall calculate and report service delivery, productivity, system availability, problem identification/resolution, and customer satisfaction for each functional area on a monthly basis. The monthly reports shall be available to the government within 2 weeks following monthly closeout. The Contractor shall use the same information to create and report quarterly and annual roll-ups.

b. **LEVEL 2 METRICS:** Contractor-specific metrics will augment or provide greater detail than Level 1 metrics and identify key areas of interest (such as the measurement of proactive, vendor-discovered, versus user-discovered, problems). These metrics will be specified by the Contractor and will be used to augment, validate, and ensure the completeness of the Level 1 metrics; however, regular reporting of contractor-specific metrics to the Government is not required. These metrics shall also be used to ensure the impartiality, effectiveness, and consistency of the overall metric gathering and reporting process.

c. **LEVEL 3 METRICS:** The Contractor shall create a set of metrics, comprised of the previously reported Level 1 and contractor-specific metrics, which will allow for the evaluation of time-based trends. These metrics will illustrate IOSS service level trends over the previous three-month or greater period.

d. **DAILY METRICS SUPPORT:** The Contractor shall provide identification of work closures on a daily basis and shall provide for online read access to the detailed information for the closed work for a limited number (not to exceed 5) of individuals identified by the CO. These individuals shall have access to online reports, formatted from the available parameters.

FORMAT: Contractor supplied format, compatible with CxP document standards

9. OPR: ZB/Management Support Office

10. FIRST SUBMISSION DATE: 30 days after contract start

Frequency Of Submission: Once

Additional Submissions: The IT Management Plan shall be updated as required to reflect significant changes that occur after its initial publication.

11. MAINTENANCE: The IT Management Plan shall be maintained electronically.

12. COPIES/DISTRIBUTION:

Program Authorized Repository Upload Notification: ZB/Management Support Office

Program Authorized Repository Upload Notification: ZB/Management Support Office

1 electronic copy: Program Authorized Repository

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title IT Project Plan	2. Date of current version May 2007	3. DRL Line Item No. MSO-03	RFP/Contract No. (Procurement completes) NNJ08TA27C
4. Use (<i>Define need for, intended use of, and/or anticipated results of data</i>) IT Project Plans are required to baseline activities to be performed for all activities for which detailed project management is required to ensure the contractor implement requirements within costs and schedule.		5. DRD Category: (<i>check one</i>) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (<i>Optional</i>)	7. Interrelationships (<i>e.g., with other DRDs</i>) (<i>Optional</i>)		

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

8. PREPARATION INFORMATION: The contractor shall prepare the deliverable as follows:

SCOPE: The Contractor shall prepare project plans for coordination and execution of all developmental, sustaining engineering, and technology infusion projects submitted and implemented as part of the contracted work scope under the CPSC contract. For projects, the Contractor shall submit a project plan which shall be used to assure: IT security plans are developed, requirements are communicated, the proposed design satisfies user operational and performance requirements, the proposed project costs are within budgetary constraints, and the completion schedule is reasonable. For project proposals, the Contractor shall include a preliminary project plan, which shall present the budgetary and technical aspects of the proposed work. Sections of the preliminary project plan may be incomplete or contain rough estimates. A project plan is considered preliminary until submitted in response to a written request for a project plan from the Information Technology Lead or their delegated representative.

CONTENT: For development projects performed under this contract, the Contractor shall provide the following items as directed by the Government:

- Project Plan – see below
- Developed or configured and tested system, ready for use.
- Additional documentation: – see below

FORMAT: The Contractor shall prepare the Project Plan using the following outline. If after initial delivery of the plan, the Government issues a change in the requirements, the Contractor shall revise the Project Plan to reflect those changes and resubmit it to the CO.

The main body of the project plan provides an overview of the technical need, definition, schedule, and budget for the work. Contained in appendices are the operational concept and the top-level requirements and design. Since these appendices specify the knowledge and constraints at the time the project plan was written they are intended to be superseded by separate requirements and design documents produced during performance of the project. The appendices are retained since they represent the initial baseline for the project.

PROJECT PLAN

1.0 INTRODUCTION

If the proposal or project is the result of a service request, then this section restates the operational and performance requirements contained in the service request. If the proposal or project is not the result of a service request then this section states the need and requirements which determined this proposal or project. If this section contains only general requirements, the Contractor shall expand those requirements to comprehensively identify the total requirements in Appendix C. Environmental considerations and requirements should be identified here if needed for special processing and operations and expanded in Appendix C.

The following text is inserted as the first sentence of the introduction:

“The purpose of this proposal or project plan is to provide the proposal information or project evaluation regarding the <proposal or project name> for the CPSC contract. This plan defines the objectives, deliveries, schedule and stakeholder’s responsibilities for the subject project. “

1.1 BACKGROUND

This is a short narrative describing the historical perspective that necessitated the proposal or project.

1.2 SCOPE

This is a short narrative stating the boundaries of the proposal or project in terms of the organizations or systems affected and how the result of this plan is beneficial.

2.0 OBJECTIVES

This is a short narrative stating, the goals and objectives of the project and proposal. This paragraph can refer to the project operational concept, requirements and design details that are documented as appendices to this document. It states why the resultant project is needed, which organization requested it, and who the equipment end users are. This paragraph also identifies whether the plan is for a developmental, sustaining engineering or technology infusion project. If the plan is the result of a service request, then usually, this information can be taken directly from the service request.

The plan shall include the additional information identifying the deliverables that are to be included in the scope of the work planned, as defined by the Contractor and approved by the Government’s Representative:

- Requirements Document - defines functional and performance requirements for the system.
- Design Document and Drawings – defines the design rationale, approach, and system cost elements. Includes diagrams depicting system elements, process and logic flows, and platform and networking architecture. Also includes sustaining engineering and integration requirements.
- User Documentation (e.g., Quick Reference Guide, Users Guide, Administrators Guide)
- Operations Plan – defines operational requirements for supporting the deployed system.
- Deployment Plan – defines the approach and procedures for deploying the system into production.
- Security Plan – Shall be developed in accordance with NPR 2810.1A.
- Verification of compliance with Section 508 of the Rehabilitation Act of 1974.
- Profile for Out Year Sustaining Engineering Costs – defines operations, sustaining engineering and consumables costs for the 5 year period beginning at the time of deployment.
- Test Plan – defines the testing methodology and test scenarios used to verify that the system functions as required. Test scenarios shall be correlated to each system requirement-by-requirement number.
- Customer Acceptance Testing Results - documents the results of testing performed by system customers, including their concurrence that the system is ready for deployment.

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.7 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEP 2007)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property; -
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends

to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of clause)

**G.8 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(DEVIATION) (SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may 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 unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and 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, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed 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 52.245-1, Government Property, 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 Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(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) of this clause 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.

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment J-8.

(ii) 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.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

- ___ (4) Supplies from stores stock.
- ___ (5) Publications and blank forms stocked by the installation.
- ___ (6) Safety and fire protection for Contractor personnel and facilities.
- ___ (7) Installation service facilities: [Insert the name of the facilities or "None"].
- ___ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- ___ (9) Cafeteria privileges for Contractor employees during normal operating hours.
- ___ (10) Building maintenance for facilities occupied by Contractor personnel.
- ___ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.9 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEP 2007)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

Michael Caputo
JSC-JA, 2101 NASA Parkway
Houston, TX 77058-3696
Telephone 281-483-7909
E-mail michael.caputo-1@nasa.gov

(End of clause)

**G.10 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS
(DEVIATION) (SEP 2007)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

(END OF SECTION)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 Listing OF CLAUSES INCORPORATED BY REFERENCE**

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None

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

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)

1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006)

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 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 (APR 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.

(End of clause)

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 1852.225-70 EXPORT LICENSES (FEB 2000)

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

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

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

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

H.8 ASSOCIATE CONTRACTOR AGREEMENTS

(a) In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the Constellation Program, 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 by this clause have not been established at the time of contract award, but will be added by contract modification to this paragraph as required. The associate contractors will supply other elements of the Constellation Program, such as the Crew Exploration Vehicle, a launch vehicle, earth departure stage, or lunar surface access module.

(b) The Contractor shall document agreements with other associate contractors

described in (a) above via associate contractor agreements. The Government will not be a part 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)

H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated 9/25/2007 are hereby incorporated by reference in this resulting contract.

(End of Clause)

(END OF SECTION)

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.202-1 DEFINITIONS (JUL 2004)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006) (Please see Attachment J-8, PIV Card Issuance Procedures)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUN 2007)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-3 CONVICT LABOR (JUN 2003)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JULY 2005)

52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)**
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)**
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**
- 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)**
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**
- 52.232-17 INTEREST (JUN 1996)**
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**
- 52.232-22 LIMITATION OF FUNDS (APR 1984)** (Substitute "Delivery Order" for "Schedule" where stated in clause.)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- 52.232-25 PROMPT PAYMENT (OCT 2003)**
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**
- 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)**
- 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)**
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
- 52.242-13 BANKRUPTCY (JUL 1995)**
- 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)**
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)
- 52.245-1 GOVERNMENT PROPERTY (JUN 2007)
- 52.245-9 USE AND CHARGES (JUN 2007)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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

- 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
- 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
- 1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (MAR 1996)
- 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)
- 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)
- 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)
- 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)
- 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
- 1852.243-71 SHARED SAVINGS (MAR 1997)

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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

I.5 52.227-14 RIGHTS IN DATA – GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14, includes 52.227-14 ALT II (JUN 1987) (insertion of (g)(2), and ALT III (JUN 1987) (insertion of (g)(3)(i)

(a) *Definitions.* "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright-

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor

grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the

Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

- (iii) Establishes that the use of the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (June 1987)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (1) Use (except for manufacture) by support service Contractors.
- (2) Evaluation by nongovernmental evaluators.
- (3) Use (except for manufacture) by other Contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

3)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

Restricted Rights Notice (June 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with paragraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice Short Form (June 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished-rights reserved under the Copyright Laws of the United States."

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.6 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 there under.

(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--

General Services Administration
ATTN: FBA, 1800 F Street, NW
Washington, DC 20405

(End of clause)

I.7 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.8 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(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. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (C) Direct labor;
 - (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
 - (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
 - (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
 - (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the

Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.9 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 1, 2008 through March 31, 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.10 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.

(1) Any order for a single item in excess of \$60,000,000;

(2) Any order for a combination of items in excess of \$60,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) 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.

I.11 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 I.9 "Ordering".

I.12 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.9 "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.4 will be modified to be \$80,000,000.
- (b) Part (a) of clause I.9 entitled "Ordering" shall be changed to show that orders may be issued from April 1, 2008 to March 31, 2012.

OPTION 2

- (a) The table contained in Clause B.4 will be modified to be \$100,000,000.
- (b) Part (a) of clause I.9 entitled "Ordering" shall be changed to show that orders may be issued from April 1, 2008 to March 31, 2013.

(End of clause)

I.13 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work—

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

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

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

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

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

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

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

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

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

(End of clause)

I.14 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (JAN 2006)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: All foreign subcontracts and any subcontracts with “Limited Data Rights”.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

I.15 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

Transportation is for the National Aeronautics and Space Administration (NASA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government. Transportation is for National Aeronautics and Space Administration (NASA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____*
This may be confirmed by contacting **Sylvia Hannagriff**, Contract Transportation, 2101 NASA Parkway, M/C JB7, Houston, TX 77058, telephone 281-483-6507.

*To be filled in by NASA prior to contract award.

(End of clause)

I.16 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 concurred 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.17 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, e-mail 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.18 1852.219-76 NASA 8 PERCENT GOAL (JULY 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.19 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.20 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 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)

I.21 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)

(END OF SECTION)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J-1

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
CPIC	Capital Planning and Investment Control
CPSC	Constellation Program Support Contract
CSA	Configuration Status Accounting
CSAR	Configuration Status Accounting Review
CxPO	Constellation Program Office
DA	Data Architecture
DAIM	Data Architecture, Information and Management
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
IDM	Information and Data Management
IMS	Integrated Master Schedule
ISO	International Organization for Standardization
ISS	International Space Station
IT	Information Technology
ITA	Internal Task Agreement
JSC	Johnson Space Center
KPPI	Key Program Performance Indicator
KSC	Kennedy Space Center
MCI	Mission Critical Information
MCIA	Mission Critical Information Assessment
MIS	Management Information System
MMOD	Micro Meteoroid Orbital Debris
MO	Mission Operations
MPR	Monthly Program Review
MSO	Management Support Office
MVP	Master Verification Plan
NAR	Non-Advocacy Review
NISN	NASA Integrated Services Network
NPR	NASA Procedural Requirements
OCSO	Organizational Computer Security Officer
OCSR	Organizational Computer Security Representative
OPIC	Orion Project Integration Contract
PCA	Physical Configuration Audits
PDR	Preliminary Design Review
PMR	Program Management Review
POP	Program Operating Plan

PP&C	Program Planning & Control
POC	Point of Contact
PRA	Probabilistic Risk Assessment
QMS	Quality Management System
SCEA	Schedules Cost Estimating and Assessments
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
TPO	Technology Protection Officer
TPWG	Technology Protection Working Group
VIO	Vehicle Integration Office
WBS	Work Breakdown Structure

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE
J-1	Acronym List
J-2	Award Fee Evaluation Plan
J-3	Data Requirements Listing (DRL) and Data Requirements Descriptions (DRD's)
J-4	DOL Wage Determination
J-5	Safety and Health Plan
J-6	Organizational Conflict of Interest Avoidance Plan
J-7	Personal Identity Verification Card Issuance Procedures
J-8	List of Installation Accountable Property
J-9	Integrated Collaborative Environment (ICE) Operating Environment

Attachment J-2

Award Fee Evaluation Plan
Constellation Program Support Contract

I. INTRODUCTION

In accordance with the provisions of the Federal Acquisition Regulation (FAR), and NASA and JSC policies, a performance evaluation procedure is hereby established for determination of award fees payable under this contract. The award fee is designed to provide economic motivation for the Contractor to provide timely, high quality outputs that exceed the minimum requirements of the contract. The intent of this plan is to set up procedures for evaluation of Contractor performance using existing data and systems to the maximum extent while imposing minimum administrative burden on the Government and contractor. The payment of any award fee is contingent upon compliance with contractual requirements and performance to the degree specified below.

This contract is an Indefinite Delivery Indefinite Quantity (IDIQ) contract consisting of a 3-year base period with two 1-year options.

The Contractor's performance will be evaluated by NASA at the expiration of each period specified in Enclosure II, Award Fee Distribution. The evaluation to be performed by NASA will be based on NASA's assessment of the Contractor's accomplishment of the various areas of work covered by the Statement of Work and the tasks issued, in accordance with the factors, weightings, procedures, and other provisions set forth below and in specific task orders.

The Indefinite Delivery Indefinite Quantity (IDIQ) Award Fee available for each evaluation period will be based on the task order(s) issued and the period of performance of the task orders (currently based on Government Fiscal Year (GFY)). It is subject to equitable adjustments arising from changes or other contract modifications. The amount of the Award Fee to be paid is determined by the Government's judgmental evaluation of the Contractor's performance in terms of the criteria stated in the contract. This determination and the methodology for determining the Award Fee are unilateral decisions made solely at the discretion of the Government. The Government may unilaterally change any areas of this plan not otherwise requiring mutual agreement under the contract. Such changes will be made prior to the beginning of an evaluation period to which the changes apply by timely notice to the Contractor in writing. The Contractor will be informed of any changes to the evaluation criteria or the weightings prior to the affected Award Fee period.

Each fee evaluation rating is discrete and final. Unearned fee in a given period cannot be reassessed or moved into subsequent fee evaluation periods for consideration.

II. ORGANIZATIONAL STRUCTURE

A. 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 III below.

The PEB-IT will furnish the Contractor performance feedback on a quarterly basis during the award fee 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, as defined in enclosure I, to be assigned for the Contractor's performance for the period evaluated.

B. Performance Evaluation Board (PEB)

The Performance Evaluation Board (PEB) will be comprised of selected technical and administrative personnel of NASA. The PEB will assess the Contractor's performance after each evaluation period to determine whether, and to what extent, the Contractor's performance during the evaluation period is deserving of the payment of Award Fee. The PEB, at the end of each evaluation period, will approve the PEB-IT report (PEBR) and prepare a summary of the evaluations for review by the Fee Determination Official (FDO). This summary will include a recommendation to the FDO as to the adjective rating and numerical score to be assigned for the Contractor's performance in the preceding evaluation period.

C. Fee Determination Official (FDO)

The Deputy Manager, Constellation Program, will serve as the FDO for the CPSC contract. After considering available pertinent information and recommendations, the FDO will make a performance determination for each period in accordance with the provisions of this Attachment J-2 and the terms and conditions applicable to the contract and task orders. The FDO will consider the recommendation of the PEB, PEB-IT Report, information provided by the Contractor, if any, and any other pertinent information in determining the performance score. The FDO's determination of the score will be stated in a written Award Fee Determination and will be provided to the Contractor by the Contracting Officer within 45 calendar days after the end of the evaluation period.

III. EVALUATION PROCEDURES

Award Fee Periods

Each award fee period shall be 12 months in length.

Objective and Subjective Criteria

No later than 30 calendar days prior to the start of each Award Fee 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. Areas of Emphasis are intended to provide the contractor with an understanding of specific performance areas upon which the contractor should focus during a specific period.

NASA may 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. NASA may unilaterally change the weightings of the criteria from period to period. However, cost control will not fall below 25 percent.

Contractor Self Evaluation and Submissions

The Contractor shall furnish a self-evaluation for each evaluation period. The self-evaluation must be received by the Contracting Officer 5-working days prior to the end of the period and shall be limited to no more than 10 pages. copy of which shall be provided to the PEB) not to exceed 30 minutes in length. At the PEB meeting, the Contractor may give a self-evaluation presentation (a copy of which shall be provided to the PEB) not to exceed 30 minutes in length.

The Contractor will be furnished a copy of the PEB findings and fee recommendation. The Contractor will be afforded the opportunity to submit for consideration of the FDO: (a) proposed evaluations or conclusions or (b) exceptions to the evaluations, conclusions, or fee recommendations of the PEB; and (c) supporting reasons for such exceptions or proposed evaluations or conclusions. The Contractor's submissions must be made in writing and must be submitted through the Contracting Officer to the FDO within 5-working days from the date of the Contractor's receipt of the PEB findings. If the Contractor does not provide additional information to the Contracting Officer within the time stated above NASA will conclude that the Contractor concurs with the evaluation and recommended score.

In the event the FDO has not received a submission from the Contractor, the performance determination will not be executed until expiration of the 5-working day period prescribed above for contractor submission. The Contractor may waive the 5-working day waiting period by providing a written statement that no response will be submitted.

As directed, the Contractor shall submit to the Contracting Officer a Corrective Action Plan (CAP) for any weaknesses or failing objective performance areas 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 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.

IV. EVALUATION CRITERIA AND WEIGHTINGS

- 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, who will give the Contractor written notice prior to the beginning of the applicable evaluation period.

<u>Evaluation Criteria</u>	<u>Weight</u>
1. Technical Performance	45%
a. Quality and Quantity of Work	
b. Safety & Health Requirements	
2. Management Performance	30%
a. Program Management	
b. Response and Schedules	
3. Cost Performance	25%

The Contractor will be evaluated in the Award fee periods 1 and 5 for Phase-In/Phase-Out services, if deemed appropriate.

A zero award fee may be given to a major safety or environmental violation or for a major breach of security during the performance period (see clause H.1).

In order to earn any award fee, the Contractor must receive a numerical rating higher than 60. 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.

V. SCORING

The percentage of award fee to be paid for a period is equal to the numerical score assigned. No award fee will be paid when Contractor performance is determined to be Poor/Unsatisfactory.

An overall performance evaluation and fee determination of zero may be made for any evaluation period when there is a major breach of safety or security as defined in NFS 1852.223-75, Major Breach of Safety or Security.

VI. LIST OF APPENDICES

- Appendix 1, Numerical Ranges and Adjective Definitions
- Appendix 2, Award Fee Distribution
- Appendix 3, Award Fee Score Conversion Chart

Appendix 1

Numerical Ranges and Adjective Definitions

This enclosure 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	Definition
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 DISTRIBUTION

Period No.	Evaluation Periods	Available Fee*
1	4/1/08 – 3/31/09	\$ TBD
2	4/1/09 – 3/31/10	\$ TBD
3	4/1/10 – 3/31/11	\$ TBD
4	4/1/11 – 3/31/12	\$ TBD
5	4/1/12 – 3/31/13	\$ TBD

The available award fee amount will be used for purposes of provisional award fee payments described in section G of the contract.

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		66.0
65	SATISFACTORY	65.0
64		64.0
63		63.0
62		62.0
61		61.0
60 OR BELOW	UNSATISFACTORY	0

DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc. Constellation Program Support Contract			b. Contract/RFP No. NNJ08TA27C		c. DRL Date/Mod Date May 30, 2007	
1. Line item no. BM-01	2. DRD Title NF 533 Cost Reporting	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 MO/QU	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 3 4
8. Distribution <i>(Continue on a blank sheet if needed)</i> ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E) LZ/Constellation Resources			9. Remarks NF533M due not later than 10 working days after close of contractor's monthly accounting period.			
1. Line item no. RESERVED	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number
8. Distribution <i>(Continue on a blank sheet if needed)</i>			9. Remarks			
1. Line item no. RESERVED	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Number
8. Distribution <i>(Continue on a blank sheet if needed)</i>			9. Remarks			
1. Line item no. IT-02	2. DRD Title Information Technology (IT) Capital Planning and Investment Control (CPIC)	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 AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 1 3
8. Distribution <i>(Continue on a blank sheet if needed)</i> ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks Initial due within 60 days of authorization to proceed. The contractor shall review annually and update as required by change page or complete reissue.			

DATA REQUIREMENTS LIST (DRL)						
a. Title of Contract, Project, SOW, etc. Constellation Program Support Contract			b. Contract/RFP No. NNJ08TA27C		c. DRL Date/Mod Date May 30, 2007	
1. Line item no. MSO-01	2. DRD Title CM Plan	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 AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 1 2/1
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks Initial CM Plan due within 90 days after authorization to proceed. Updates required if major systems or processes are changed.			
1. Line item no. MSO-02	2. DRD Title IT Management Plan	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 AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 1 3
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks Initial due within 30 days of authorization to proceed. The contractor shall review annually and update as required to reflect significant changes.			
1. Line item no. MSO-03	2. DRD Title IT Project Plan	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 AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type b. Number 1 2
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks See DRD.			
1. Line item no. MSO-04	2. DRD Title Data Architecture Information Management Plan	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 3 2/1
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks TBD			

DATA REQUIREMENTS LIST (DRL)						
a. Title of Contract, Project, SOW, etc. Constellation Program Support Contract			b. Contract/RFP No. NNJ08TA27C		c. DRL Date/Mod Date May 30, 2007	
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	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Number
PM-01	PP&C Management Plan		AR	See Block 9	See Block 9	2 3
8. Distribution (Continue on a blank sheet if needed) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks Initial PP&C Management Plan due with submission of proposal.			
PM-02	Phase-in Plan		AR	See Block 9	See Block 9	1 3
8. Distribution (Continue on a blank sheet if needed) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks Due with Proposal.			
PR-01	Wage/Salary and Fringe Benefit Data			See Block 9	See Block 9	2 3
8. Distribution (Continue on a blank sheet if needed) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E) BA/C. Pritchard (E)			9. Remarks See DRD.			
PR-02	Organizational Conflict of Interest Avoidance Plan		RT	See Block 9	See Block 9	1 2
8. Distribution (Continue on a blank sheet if needed) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks Initial OCI Plan due with submission of proposal. Revisions required as necessary.			

JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)

DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc.			b. Contract/RFP No.			c. DRL Date/Mod Date	
Constellation Program Support Contract			NNJ08TA27C			May 30, 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	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Number	
PR-03	Contract Close-out Plan		RT	See Block 9	See Block 9	1	1
8. Distribution (<i>Continue on a blank sheet if needed</i>) ZB/J. Holsomback, COTR (E) BT/Contract Specialist (E)			9. Remarks As requested.				
S-01	Safety and Health Plan	<input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	RT	See Block 9	See Block 9	1	5
8. Distribution (<i>Continue on a blank sheet if needed</i>) NS/Safety and Test Operations Division (2 copies) SD13/Occupational Health Officer (1 copy) JE / Environmental Services (1 copy) ZB/J. Holsomback, COTR (E)			9. Remarks Due with submission of proposal.				
S-02	Safety and Health Program Self Evaluation	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	AN	See Block 9	See Block 9	3	5
8. Distribution (<i>Continue on a blank sheet if needed</i>) NS/Safety and Test Operations Division (2 copies) SD13/Occupational Health Officer (1 copy) JE / Environmental Services (1 copy) ZB/J. Holsomback, COTR (E)			9. Remarks Due September 30 th of each year.				
S-03	Monthly Safety and Health Metrics	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See box 9 M	See Block 9	See Block 9	3	2/1
8. Distribution (<i>Continue on a blank sheet if needed</i>) NS2/Occupational Safety Branch (E) SD13/Occupational Health Officer (E) ZB/J. Holsomback, COTR (1 copy)			9. Remarks See DRD				

DATA REQUIREMENTS LIST (DRL)							
a. Title of Contract, Project, SOW, etc. Constellation Program Support Contract			b. Contract/RFP No. NNJ08TA27C		c. DRL Date/Mod Date May 30, 2007		
1. Line item no. SCEA-01	2. DRD Title Integrated Master Schedule/ Program Schedules	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	5. As-of-date	6. 1 st subm. date	7. Copies
	See DRD			See DRD			
JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)							

INTRODUCTION

Subject to the Clause 52.227-14, Rights in Data - General, this document sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required for this contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this document. 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 this document, per FAR 52.215.33. NASA-Owned/Contractor-Held records shall be managed by the Contractor in accordance with Title 36 of the code of Federal Regulations, Chapter XII B, Records Management, and NPD 1440.6G, NASA Records Management Program. The contractor shall disposition records and non-records in accordance with NPR 1441.1, NASA Retention Schedules, which has been approved by NASA and the National Archives and Records Administration (NARA). All questions on records management issues shall be directed through the Contracting Officer to the JSC Records Management Officer.

Documents included as applicable documents in the data requirements form a part of this document to the extent specified herein. References to documents other than applicable documents in the data requirements of this document may sometimes be utilized. 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.

DESCRIPTION

This document identifies and defines the requirements and data types for information and data required under this contract.

The Data Requirement Descriptions (DRD)s define, by an individual DR, the information and data required for each deliverable document.

The data types are used to identify the approval and control required for each DR. The Data Requirements List (DRL) is an index of all the DRs by category.

Documentation submitted pursuant to this clause may incorporate references to other current approved documentation, provided the references includes such identification elements as title, document number, and approval date (where applicable). However, if the pertinent information is of relatively minor size, the contractor shall incorporate the information itself, in lieu of using a reference. The contractor shall assure that any referenced information is readily available to appropriate users of the submitted document.

DATA TYPES

For the purpose of this clause, the following information/documentation types are applicable:

Type 1 - That information and documentation which requires NASA approval prior to release. Approved type 1 information and documentation shall be controlled, and deviations from or changes to the concepts, techniques, and requirements stated therein shall require NASA approval prior to implementation. All work under this contract covered by approved type 1 documents shall be performed in accordance with those approved documents. The Contracting Officers Technical Representative will have approval authority and will sign the data prior to its release. Contractually binding documents will not be implemented nor revised without contractual authorization.

Type 2 - That information and documentation for which NASA reserves a time-limited right to disapprove, in whole or in part. Type 2 data shall be submitted to JSC for review not less than 30 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 received any comment prior to the released target date, the document may be released for appropriate use. Any NASA comment received shall be appropriately dispositioned before the document is to be used. Type 2 data may be approved by NASA prior to its submittal.

Type 3 - That information and documentation which is provided to NASA for surveillance, information, review, or management control. This information does not require formal NASA review and approval. Information in this category would include design solutions, status, and cost/schedule reporting; analyses and test results, handbooks; and other designated lists, reports, etc.

Type 1 submissions shall be marked "TYPE 1 PRELIMINARY pending NASA approval or Type 1 APPROVED BY NASA, as appropriate." Additional special designations and deviations may be required on specific submissions in accordance with configuration management requirements.

Type 2 submissions shall be marked "TYPE 2 PRELIMINARY - RELEASE TARGET DATE, xx/xx/xx" or "TYPE 2 FINAL - NASA COMMENTS INCLUDED" or "TYPE 2 FINAL DOCUMENT," where NASA comments were not received.

NOTE: Documents submitted under this clause, even though directly (Type 1) or implicitly (Type 2) approved by NASA, shall not take precedence over the specifications as set out in Section C, Statement of Work.

The contractor shall normally deliver a complete revised Type 1 or Type 2 data requirement with NASA comments incorporated within 45 days of receipt of comments.

Type 3 submissions shall be marked "TYPE 3 DOCUMENT - FOR INFORMATION, SURVEILLANCE, REVIEW OR MANAGEMENT CONTROL".
NUMBER OF COPIES AND DISTRIBUTION REQUIREMENTS

The contractor shall provide one copy of each DR to the standard distribution list shown in Block 12 of the DRDs. Additional distribution shall be made as directed, in writing, by the Contracting Officer. The number of copies required will not exceed the limits set forth in Clause 1852.208-81, Restrictions on Printing and Duplicating, without prior Contracting Officer approval. Data Transmittal Forms will be used to confirm delivery of electronically resident DR deliverables.

ELECTRONIC FORMAT

DRDs shall be maintained electronically.

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	3. DRL Line lte No. BM-01	RFP/Contract No. (Procurement completes) NNJ08TA27C								
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) BM-01										
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 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 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: <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><u>Cost Elements</u></th> <th style="text-align: left;"><u>Definitions</u></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"><i>Labor</i></td> <td style="vertical-align: top;">Reported to NASA as hours are incurred.</td> </tr> <tr> <td style="vertical-align: top;"><i>Equipment & Materials (commercial off the shelf)</i></td> <td style="vertical-align: top;">Generally reported to NASA when received and accepted by the contractor.</td> </tr> <tr> <td style="vertical-align: top;"><i>Manufactured Equipment</i></td> <td style="vertical-align: top;">Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework.</td> </tr> </tbody> </table>				<u>Cost Elements</u>	<u>Definitions</u>	<i>Labor</i>	Reported to NASA as hours are incurred.	<i>Equipment & Materials (commercial off the shelf)</i>	Generally reported to NASA when received and accepted by the contractor.	<i>Manufactured Equipment</i>	Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework.
<u>Cost Elements</u>	<u>Definitions</u>										
<i>Labor</i>	Reported to NASA as hours are incurred.										
<i>Equipment & Materials (commercial off the shelf)</i>	Generally reported to NASA when received and accepted by the contractor.										
<i>Manufactured Equipment</i>	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.

<i>Leases</i>	Reported to NASA using a proration over the life of the lease.
<i>Travel</i>	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 subdivisions 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

Grand Total Cost Incurred ITD (7c)	NF533) 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
Langley	LA	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 Information Technology (IT) Capital Planning and Investment Control (CPIC)	2. Date of current version May 2007	3. DRL Line Item No. IT-02	RFP/Contract No. (Procurement completes) NNJ08TA27C
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4. Use (Define need for, intended use of, and/or anticipated results of data) To document the contractor's compliance with Federal and NASA IT CPIC Planning and Reporting regulations.	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)
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3. Preparation Information (Include complete instructions for document preparation)

DATA TYPE 1: Written approval by the Contracting Officer is required before implementation of the IT CPIC Document.

SCOPE: The contractor's IT CPIC document shall describe the contractor's IT CPIC process, which includes development and submittal of the IT Program Operating Plan (POP), Information Resources Management (IRM) Plans, IT Management Plan, IT Standards, 508 Compliance, and document the contractor's compliance with Federal and NASA IT planning and reporting regulations and requirements. See the CIO-Procurement Website for any supporting documentation for this DRD.

CONTENT: IT CPIC Process Document

o The contractor shall document the establishment of the contractor's process for compliance with the IT CPIC requirements, the IT POP, NASA Procurement Information Circular 05-01, as well as all updates and/or replacements to those. The contractor shall coordinate with the JSC CIO office for the latest documented process and documents. The IM POC is Ric Slater, 281-483-7723. Before implementation, written approval by the Contracting Officer is required of the contractor's IT CPIC processes. The IT CPIC Process Document shall be incorporated into the contract as a compliance document. The contractor shall address the contractor's evaluation and selection of JSC IT Standards that will meet their requirements. The contractor shall use a JSC standard or Organizational standard. Requirements that cannot be met sufficiently by a JSC or organizational standard will require submitting a new IT Standard per the approved process.

• IT POP

- o The contractor's IT POP shall comply with IT POP requirements as published on the JSC CFO web site. The contractor's IT POP shall contain IT investment data and budget formulation information
- o The contractor's IT POP shall address IT security, contractor resource requirements, and IT system descriptions.

• IRM FY Plans

- o The contractor shall comply with IT fiscal year planning as published on the JSC CIO website. The Contractor shall coordinate with the JSC CIO Office for the latest process requirement changes.
- o The contractor's IRM FY Plan shall contain IT investment data and budget formulation information for the "next" fiscal year.
- o The contractor's plan shall address IT security, contractor resources requirements, and IT system descriptions

• Contractor IT Standards

- o The contractor's IT standards shall be submitted to the Contracting Officer for approval, and will be a contract compliance document. The IT standards, when approved, will be posted by NASA and will reside on the IRD (JSC CIO) web site and will be under Institutional Resources Directorate (IRD) /JSC Chief Information Officer (CIO) configuration management.
- o The contractor shall document changes to the approved contractor standards by submitting a JSC Form 1209, *Document Change Request* with the change which identifies the standard to change, an updated table with the change, and the reason for the change.

- Requirements Traceability Matrix – defines how each requirement is addressed.
- As-built Design Document and Drawings – describes the system as built and deployed.
- Studies and Market Survey Results – describes the results of studies and market surveys requested by the Government or initiated by the Contractor.
- Training Plans - training on systems capabilities, operations, and architectures, as required, and training materials

Other information may identified by the Contractor and approved by the Government's Representative

3.0 SCHEDULE

The project schedule shall identify tasks, durations, completion dates, their dependencies, milestones, and critical path. For projects with multiple deliveries this information shall be provided for each delivery. Each deliverable identified in the OBJECTIVES above shall be identified on the schedule. The schedule milestones may include the following, referenced to the date of approval of the plan: 1) submission of initial design drawings, 2) submission of acceptance test procedures, 3) completion of system testing, 4) day system becomes operational, and 5) submission of final report. Additional milestones, as defined by the Contractor and approved by the Government's Representative, may be added to the schedule.

4.0 STAKEHOLDER RESPONSIBILITIES

This is a narrative identifying the organizations, and their roles and responsibilities, which are associated with the project.

5.0 BUDGET

The project budget shall identify the costs associated with performing the project including developing, installing, and maintaining the project. The budget shall identify costs such as the following: 1) direct labor personnel-hours and dollar costs for engineering, technician support, drafting, and other direct labor; 2) indirect labor hours and dollar costs; 3) material costs; 4) equipment costs, and 5) other direct costs (ODC) such as travel or training. All dollar costs shall be stated as probable total costs to the Government and shall include G&A, indirect costs, and maximum performance award fee. Additional costs, as defined by the Contractor and approved by the Government's Representative, may be added to the budget.

APPENDIX A – ACRONYMS

This appendix lists and identifies each of the acronyms used in the project plan. If necessary, an additional glossary defining terminology may be added.

APPENDIX B – OPERATIONAL CONCEPT

This section provides the operational concept performed by the system delivered to the government. If the project plan is for proposed work, then this appendix provides a preliminary operational concept and identifies the appropriate documents which will include the comprehensive operational concept. The operational concept documents the functional processing of data with emphasis on user roles. This definition may be depicted as a data or process flow or depicted in several snapshot views of distinct business area functions.

APPENDIX C – REQUIREMENTS

This section provides the requirements of the system to be delivered to the government. If the project plan is for proposed work, then this appendix may provide preliminary requirements and identifies the appropriate documents which will include the comprehensive requirements. Where applicable, include the following: application requirements, system requirements, testing requirements.

For projects with multiple deliveries, a cross reference shall be provided that identifies the requirements satisfied by each delivery.

APPENDIX D - DESIGN

This section provides the design and identifies the verification methods. Where applicable, include the following:

- Design approach
- Application design
- Data design
- Hardware, operating system and communications
- External interfaces
- Requirements traceability
- Test and verification methods

If the project plan is for proposed work, then this appendix provides a preliminary design and identifies the design documents which will include the comprehensive design.

In this section the Contractor provides a narrative description and design diagram of the proposed design that will satisfy the operational concept. If the design contains brand name hardware equipment or software, then the design will include the rationale stating why the specific brand name is required.

Additionally, in this section, the Contractor identifies methods of verifying the completed design. Methods can include analyses, tests, or a combination of tests. This section includes or defines the results and data, which are submitted in the final report to verify the system design. For routine tasks and projects, the Contractor may propose using generic or existing test procedures.

9. OPR: ZB/MSO- Management Support Office

10. FIRST SUBMISSION DATE: Within 2 weeks of assignment of a task to develop a Project Plan

Frequency of Submission: Once

Additional Submissions: As required

11. MAINTENANCE: Electronically, changes shall be incorporated by change page or complete reissue

12. COPIES/DISTRIBUTION:

Program Authorized Repository Upload Notification: ZB/ Management Support Office

Program Authorized Repository Upload Notification: ZB/Management Support Office

1 electronic copy: Program Authorized Repository

13. REMARKS: None

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title Data Architecture Information Management Plan	2. Date of current version May 2007	3. DRL Line Item No. MSO-04	RFP/Contract No. (Procurement completes) NNJ08TA27C
4. Use (Define need for, intended use of, and/or anticipated results of data) Contractor's plan shall detail the specific implementation of the program's data and information management architecture, including the plan for data acquisition.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)		
8. Preparation Information (Include complete instructions for document preparation)			
<p>8. PREPARATION INFORMATION: The contractor shall prepare the deliverable as follows:</p> <p>SCOPE: All data acquired, generated, controlled and archived in the Constellation Program</p> <p>CONTENT: The Data Architecture Information Management Plan shall define the scope and depth of the Contractor's efforts including management, organization, planning, and implementation. The plan shall include the following elements: (1) data identification, (2) data control, (3) data status accounting, (4) data acquisition, (5) data management verification and audits, (6) data management organization, (7) data storage and retrieval procedures, (8) subcontractor procedures, and (9) special restrictions. The plan shall include a preliminary data submittal schedule for fulfilling submission of data in the specific quantities, media, and due dates required. The Contractor shall verify and validate their DM system through an internal audit process. The plan shall describe how the Contractor implements data management using their interface to the Exploration Systems Mission Directorate (ESMD) Integrated Collaborative Environment (ICE).</p> <p>DISTRIBUTION: See DRL</p> <p>INITIAL SUBMISSION: Within 90 days of assignment of a task order to develop a Data Architecture Information Management Plan</p> <p>SUBMISSION FREQUENCY: Semi-Annually</p> <p>REMARKS:</p> <p>APPLICABLE DOCUMENTS:</p> <p>FORMAT: Contractor's format is acceptable</p> <p>MAINTENANCE: Contractor-proposed changes to document shall be submitted to NASA for approval. Complete re-issue of the document is required.</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

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

1. DRD Title PP&C Management Plan	2. Date of current version May 2007	3. DRL Line Item No. PM-01	RFP/Contract No. (Procurement completes) NNJ08TA27C
4. Use (Define need for, intended use of, and/or anticipated results of data) This data package shall describe the basis for the contractor's management organization, approach, and processes.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)		
8. Preparation Information (Include complete instructions for document preparation) 8. PREPARATION INFORMATION: The contractor shall prepare the deliverable as follows: SCOPE: The PP&C 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 will 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 PP&C Management Plan shall describe the contractor's approach for accomplishing contract functions while adhering to export laws, regulations and directives. CONTENT: The PP&C Management Plan shall address the contractor's plan for work definition and authorization, scheduling, budgeting, data accumulation, Safety and Mission Assurance, Program recovery process, subcontract, material control, indirect cost management, baseline control, and organization structure. The following items shall be addressed in this plan: <ol style="list-style-type: none"> 1. Describe your overall management approach to fulfilling all contract requirements including approach for managing and integrating performance of the IDIQ task orders. 2. Describe how this approach creates an efficient and effective interface to the Government in the management and communication of SOW tasks and priorities. Consider the dynamic nature of the Constellation Program; include a description of how the plan provides a balanced, coordinated, and proactive approach to management of the IDIQ SOW requirements, contract schedules and deliverables. Describe the communication to and concurrence from the Government for changing priorities and workforce adjustments. 3. Include processes and plans for coordinating and interfacing with other Constellation contractors and establishing Associate Contractor Agreements (ACAs). Additionally, in the event that other organizations are proposed in conducting the work, you shall describe the organization relationships and contributions to the work as appropriate. 4. Describe your overall proposed organizational structure, including a chart depicting the proposed organization, and provide the rationale for its application to the contract requirements. 			

5. Describe the management processes 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.
6. Identify the stakeholders and describe how you will measure and report customer satisfaction for SOW functional areas. Describe the plan to develop and maintain customer relations.
7. Describe your overall management approach to fulfilling the requirements of Section I.16, NFS 1852.204-76, Security Requirements for Unclassified Information Technology Resources. Specifically address adherence to NPR 2810.1A, identification of a contractor IT point of contact and phone number, and that all applicable IT related training is accomplished through NASA's online SATERN training system (<https://satern.nasa.gov/elms/learner/login.jsp>).

FORMAT: Contractor's format is acceptable.

9. OPR: COTR

10. FIRST SUBMISSION DATE: With contractor's proposal.

Frequency Of Submission: See below

Additional Submissions: Within 45 days after the addition/deletion of major content to the contract or to describe and justify major changes in the contractor's management organization, approach and/or processes.

11. MAINTENANCE: Electronic. Changes shall be incorporated as required by change page or complete reissue.

12. COPIES/DISTRIBUTION:

Program Authorized Repository Upload Notification: ZB/Data Management

Program Authorized Repository Upload Notification: COTR

1 electronic copy: Program Authorized Repository

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;">May 2007</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">PM-02</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ08TA27C</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>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 contract activities 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 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) Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. (vii) 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.21 and Attachment L-3) and that reconciles to contract clause F.7. <p>FORMAT: Contractor's format is acceptable.</p> <p>SUBMITTAL: Due with proposal.</p> <p>MAINTENANCE: The Contractor may revise the Plan at any time or at the direction of the CO. Revisions to the Plan are subject to CO review and approval. 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>Wage/Salary and Fringe Benefit Data</p>	<p>2. Date of current version</p> <p style="text-align: center;">May 2007</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">PR-01</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ08TA27C</p>
<p>4. Use (Define need for, intended use of, and/or anticipated results of data)</p> <p>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.</p>		<p>5. DRD Category: (check one)</p> <p><input type="checkbox"/> Technical</p> <p><input checked="" type="checkbox"/> Administrative</p> <p><input type="checkbox"/> SR&QA</p>	
<p>6. References (Optional)</p>	<p>7. Interrelationships (e.g., with other DRDs) (Optional)</p> <p style="text-align: center;">FAR 52.222-41</p>		
<p>8. Preparation Information (Include complete instructions for document preparation)</p> <p>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.</p> <p>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.</p> <p>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)</p> <p>SUBMITTAL: Initial submittal due 30 days after ATP. Annual reports are due thereafter 60 days prior to the contract anniversary date.</p> <p>MAINTENANCE: Changes shall be incorporated as required by change page or complete reissue.</p> <p>DISTRIBUTION: See DRL</p>			

DRD Form 2

WORK SHEET FOR SF-98 DATA
WAGE RATE INFORMATION

CONTRACTORS LABOR	WAGE DETERMINATION	EXEMPT OF	UNION OR	CURRENT HOURLY	MYE NO OF
<u>CLASSIFICATION</u>	<u>CLASSIFICATION</u>	<u>NONEXEMPT</u>	<u>NONUNION</u>	<u>RATE</u>	<u>EMPLOYEES</u>
Illustration of required data:					
Project Manager	Not Required	E	N		
Supervisor	Not Required	E	N		
Electrical Engineer	Not Required	E	N		
Engineering Tech, Jr	Engineering Tech, I	N	N		
	Electronics Tech				
Electrical Technician	Maint II	N	U		
Secretary	Secretary I	N	N		
File Clerk	General Clerk II	N	N		
Clerical Data Entry	Word Processor I	N	N		

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.

CONTRACTORS LABOR	WAGE DETERMINATION	EXEMPT OF	UNION OR	CURRENT HOURLY	MYE NO OF
<u>CLASSIFICATION</u>	<u>CLASSIFICATION</u>	<u>NONEXEMPT</u>	<u>NONUNION</u>	<u>RATE</u>	<u>EMPLOYEES</u>

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

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 May, 2007	3. DRL Line Item No. PR-02	RFP/Contract No. (Procurement completes) NNJ08TA27C
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)		
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. CONTENT: The Conflict of Interest Avoidance Plan shall discuss the following: <ul style="list-style-type: none"> (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).			
SUBMITTAL: Due with proposal.			
MAINTENANCE: The OCI Avoidance Plan is a one-time delivery with revisions as required.			

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 May, 2007	3. DRL Line Item No. PR-03	RFP/Contract No. (Procurement completes) NNJ08TA27C
4. Use <i>(Define need for, intended use of, and/or anticipated results of data)</i> 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: <i>(check one)</i> <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References <i>(Optional)</i>	7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i>		

8. Preparation Information *(Include complete instructions for document preparation)*
PREPARATION INFORMATION: The contractor shall prepare the data delivery as follows:

SCOPE: This plan shall provide the details necessary to transition the contract to any follow-on 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 Equivalentents) 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, i.e. the materials estimate includes a prompt payment discount of TBD% due to large volume of 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

SUBMITTAL: As requested.

MAINTENANCE: Electronically.

**NNJ08TA27C
Attachment J-3**

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
Safety and Health Plan	09/07 (replaces 07/07 version)	S-01	NNJ08TA27C
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)	Technical	Administrative	<input checked="" type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (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		S-02, Safety and Health Program Self Evaluation	
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			

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

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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

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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 self-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

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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 quarterly 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

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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 Contractors 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.

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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

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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

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3.6.1 Set forth method by which compliance is assured with JSC Asbestos Control Program as established in JPR 1700.1, 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 [RESERVED]

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

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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 May 2007	3. DRL Line Item No. S-02	RFP/Contract No. (Procurement completes) NNJ08TA27C
4. Use <i>(Define need for, intended use of, and/or anticipated results of data)</i> Self evaluation of Contractor's safety and health program performance		5. DRD Category: <i>(check one)</i> <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	
6. References <i>(Optional)</i>	7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i> S-01 Safety and Health Plan		
<p>8. Preparation Information <i>(Include complete instructions for document preparation)</i></p> <p>SCOPE: The Contractor must conduct an annual self-evaluation of its safety and health program as required by its safety and health plan.</p> <p>CONTENT: Information required:</p> <p>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.</p> <p>2.b. Safety and health concerns and resolutions relating to JSC operations which may have been identified during the report period.</p> <p>2.c. Unresolved safety and health concerns relating to JSC operations which the Contractor feels merit attention of JSC safety and health management.</p> <p>2.d. The goals and objectives of the Contractor safety and health program for the next report period.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>SUBMITTAL: Due September 30 of each year.</p> <p>MAINTENANCE: See DRL</p>			

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 October 2003	3. DRL Line Item No. S-03	RFP/Contract No. (Procurement completes) NNJ08TA27C
4. Use (Define need for, intended use of, and/or anticipated results of data) Establishes selected Safety and Health Program metris.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA	
6. References (Optional) JPG 1700.1 JSC Safety and Health Handbook	7. Interrelationships (e.g., with other DRDs) (Optional) S-01 Safety and Health Plan		

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

Frequency of submission. Monthly by 10th of month following month being reported.

Distribution.
NS2/Occupational Safety Branch (2 copies)
SD13/Occupational Health Officer (1 copy)
Contracting Officer's Technical Representative (COTR) (1 copy)

Format: electronic to NS2, SD13; hard copy to COTR. 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

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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

DATA REQUIREMENTS DESCRIPTION (DRD)

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

<p>1. DRD Title</p> <p>Integrated Master Schedule/Program Schedules</p>	<p>2. Date of current version</p> <p style="text-align: center;">May 2007</p>	<p>3. DRL Line Item No.</p> <p style="text-align: center;">SCEA-01</p>	<p>RFP/Contract No. (Procurement completes)</p> <p style="text-align: center;">NNJ08TA27C</p>
<p>4. Use <i>(Define need for, intended use of, and/or anticipated results of data)</i></p> <p>Provide and maintain a consistent and standardized schedule development and status for the Constellation Program.</p>		<p>5. DRD Category: <i>(check one)</i></p> <p><input checked="" type="checkbox"/> Technical</p> <p><input type="checkbox"/> Administrative</p> <p><input type="checkbox"/> SR&QA</p>	
<p>6. References <i>(Optional)</i></p>	<p>7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i></p>		
<p>8. Preparation Information <i>(Include complete instructions for document preparation)</i></p> <p>8. PREPARATION INFORMATION: The contractor shall prepare the deliverable as follows:</p> <p>SCOPE: The contractor shall provide a schedule that integrates the CxP organization. The intent is for the contractor to utilize established standard processes, data structures and reporting conventions per PMP 70070 Appendix H to plan, manage, and report the assigned work for the CxP Schedules and Cost Estimation and Assessment (SCEA) Manager, CxP Offices, and CxP Program Manager.</p> <p>CONTENT:</p> <p>SCHEDULE MANAGEMENT:</p> <p>1. Provide a month-end schedule and analysis showing progress to date versus planned for the current Task Orders.</p> <p>2. Provide resource loaded schedules which clearly depict the interrelationships and constraints among related critical path Level I , Level II, and Level III tasks and tasks which reflect activities which directly interface between Constellation Program and Projects. The approach (see Attachment A) shall provide the ability to identify, analyze, mitigate and control scheduling risks and impacts; accurately identify and analyze critical path activities; and allow its users to easily measure the progress toward achieving the intended plan.</p> <p>Integrated Program Schedule Management:</p> <p>1. Develop CxP schedules and charts for the weekly, monthly and quarterly reporting for CxP offices and the CxP Program manager. The approach (see Attachment A) shall provide the ability to identify, analyze, mitigate and control scheduling risks and impacts; accurately identify and analyze critical path activities; and allow its users to easily measure the progress toward achieving the intended plan.</p> <p>2. Provide schedule updates and status reports every month at program managers review and weekly at schedules working group meeting.</p> <p>3. Maintain and update integrated, summary-level critical path schedules for presentation at monthly and quarterly program reviews.</p>			

Team Schedule Support:

Each team shall provide the following products:

- a. Top level and lower level schedules for CxP Program offices and as requested by the customer.
- b. Team schedule updates and status reports weekly, as data is available from projects.
- c. Updates, analysis and reports for top level schedules in support of monthly review

Constellation Program Planning calendar

1. Update CxP Planning calendar weekly and upload to Constellation homepage and windchill website twice a week or as requested.
2. Maintain Constellation Meeting matrix weekly.
8. FORMAT: See Table 1.
9. OPR: ZB
10. FIRST SUBMISSION DATE: See Table 1.

Frequency Of Submission: See Table 1.

Additional Submissions: See Table 1.

11. MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

12. COPIES/DISTRIBUTION:

Program Authorized Repository Upload Notification:

Program Authorized Repository Upload Notification:

1 electronic copy: Program Authorized Repository

13. REMARKS: None.

TABLE 1 DELIVERABLE SUMMARY

SCHEDULE MANAGEMENT

SOW Paragraph	Deliverable	First Submission	Frequency	Additional Submissions	Format
4.2	CxP Schedules and Schedule Analysis	First month after contract start, on the first Monday of the month	Monthly	5 business days after last day of reporting month	E-mail. Electronic. Contractor format acceptable

SCHEDULE MANAGEMENT

4.2.2	Integrated Master Schedule	N/A	Monthly	Informal Updates	Upload files to web weekly. Contractor to use Primavera Schedule Tool
4.2.2.1	CXP Program Summary	N/A	Monthly	Informal Updates	E-Mail notification to SCEA office schedule loaded into PP&C Web-Page.
4.2.2.5	CxP Schedule Updates	N/A	Monthly	Informal Updates	Electronic Web Post to PP&C Web Page
4.2.2.7	CxP Program Summary Package	N/A	Monthly	Informal Updates	Electronic Web Post to PP&C Web Page

TEAM SCHEDULE SUPPORT

4.2.4	Program Office Support	N/A	1 per week	Informal Updates	Hardcopies (as required). Primavera tool
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CONSTELLATION PROGRAM PLANNING CALENDAR

4.2.4.6	The CxP Planning Calendar	N/A	Twice per week	Informal Updates	Electronic Web Post to PP&C Web Page
		N/A	Weekly	Informal Updates	Post to CxP Homepage

Attachment A

Scheduling approaches shall address, but not be limited to, the following information:

- Scheduling symbology that is consistent with the IMS Plan, to the extent supported by scheduling SW
- Predicted task duration/labor standards derived from accurate and objective prediction methodologies
- Indications of activities by appropriate nomenclature that clearly delineates the task to be performed
- Identification of who is responsible for doing the actual work
- Required supporting activities or support from other contractors, outside organizations, agencies, or center
- Identification of critical resource requirements
- Clear depiction of the interrelationships and constraints among related tasks
- Identification of the critical path, priorities, high risk activities and other significant activities
- Special test activities or requirements

Attachment J-4

DOL Wage Determination

01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.95
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.62
01532 - Travel Clerk II	13.60
01533 - Travel Clerk III	14.54
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	8.65
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	8.17
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.17

11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.27
11260 - Pruner	8.99
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
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	20.35
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.31
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	17.13
12072 - Licensed Practical Nurse II	19.22
12073 - Licensed Practical Nurse III	20.69
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	15.48
12210 - Nuclear Medicine Technologist	29.04
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	13.90
12250 - Pharmacy Technician	15.85
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	24.27
12311 - Registered Nurse I	26.96
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	39.31
12315 - Registered Nurse III, Anesthetist	39.31
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	19.26
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	24.26
13050 - Library Aide/Clerk	9.89
13054 - Library Information Technology Systems Administrator	21.90
13058 - Library Technician	13.25
13061 - Media Specialist I	15.81
13062 - Media Specialist II	17.69
13063 - Media Specialist III	19.71
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	15.50
14042 - Computer Operator II	17.34
14043 - Computer Operator III	19.32
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)	27.41
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.50
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.33
15020 - Aircrew Training Devices Instructor (Rated)	33.08
15030 - Air Crew Training Devices Instructor (Pilot)	39.27
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	29.02
15070 - Flight Instructor (Pilot)	39.27
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	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	9.90
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71

16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.85
16220 - Tailor	12.74
16250 - Washer, Machine	9.56
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	10.94
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	13.31
21130 - Shipping/Receiving Clerk	13.31
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	28.07
23021 - Aircraft Mechanic I	26.73
23022 - Aircraft Mechanic II	28.07
23023 - Aircraft Mechanic III	29.47
23040 - Aircraft Mechanic Helper	20.93
23050 - Aircraft, Painter	22.17
23060 - Aircraft Servicer	23.28
23080 - Aircraft Worker	24.53
23110 - Appliance Mechanic	17.26
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	16.21
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	19.25
23182 - Electronics Technician Maintenance II	23.19
23183 - Electronics Technician Maintenance III	24.38
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	18.14
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	26.73
23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.53
23391 - Gunsmith I	14.03

23392 - Gunsmith II	16.21
23393 - Gunsmith III	18.14
23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.59
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	19.44
23465 - Laboratory/Shelter Mechanic	17.26
23470 - Laborer	10.97
23510 - Locksmith	17.26
23530 - Machinery Maintenance Mechanic	20.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	19.44
23592 - Metrology Technician II	20.28
23593 - Metrology Technician III	21.14
23640 - Millwright	20.25
23710 - Office Appliance Repairer	17.26
23760 - Painter, Maintenance	17.26
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	18.14
23850 - Rigger	19.44
23870 - Scale Mechanic	16.03
23890 - Sheet-Metal Worker, Maintenance	18.14
23910 - Small Engine Mechanic	16.21
23931 - Telecommunications Mechanic I	23.20
23932 - Telecommunications Mechanic II	24.23
23950 - Telephone Lineman	23.20
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	18.14
23970 - Woodcraft Worker	18.14
23980 - Woodworker	12.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.54
24620 - Family Readiness and Support Services Coordinator	11.09
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	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	15.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker and Bracer	17.78
29020 - Hatch Tender	17.78
29030 - Line Handler	17.78
29041 - Stevedore I	16.63
29042 - Stevedore II	18.93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.08
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.57
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.15
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.91
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	23.55

30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	18.13
30362 - Paralegal/Legal Assistant II	22.46
30363 - Paralegal/Legal Assistant III	27.47
30364 - Paralegal/Legal Assistant IV	32.55
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	20.79
30462 - Technical Writer II	25.43
30463 - Technical Writer III	29.06
30491 - Unexploded Ordnance (UXO) Technician I	23.56
30492 - Unexploded Ordnance (UXO) Technician II	28.51
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.56
30495 - Unexploded (UXO) Sweep Personnel	23.56
30620 - Weather Observer, Combined Upper Air or Surface Programs (3)	21.77
30621 - Weather Observer, Senior (3)	26.39
 31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	12.46
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	13.58
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	13.58
31362 - Truckdriver, Medium	16.87
31363 - Truckdriver, Heavy	18.03
31364 - Truckdriver, Tractor-Trailer	18.03
 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	12.36
99711 - Recycling Specialist	15.07
99730 - Refuse Collector	11.03
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: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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) **AIR TRAFFIC CONTROLLERS AND 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.

Attachment J-5

Safety and Health Plan

Attachment J-6

**Organizational Conflict of Interest
Avoidance Plan**

(Note: Will be incorporated at contract award.)

Attachment J-7

**Personal Identity Verification 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.

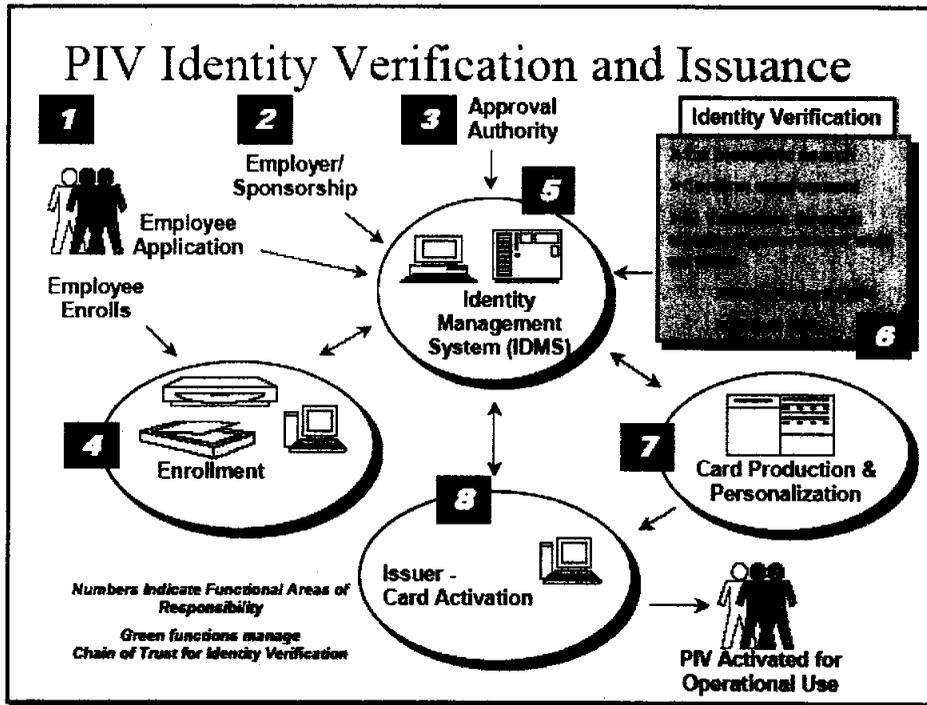


Figure A-1, FIPS 201, Appendix A

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 ensure that a check has

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

been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. 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.

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

**List of Installation Accountable
Property and Services**

Attachment J-8

**List of Installation Accountable Property and Services
(Reference Section G.8, NFS 1852-245-71)**

Note:

- 1) Office Property and Services includes office space, LAN connection, workstation furniture, telephone equipment, telephone FTS and utilities. Facilities Services include use of facsimile machines, copiers, reproduction equipment and custodial and roads and grounds services, and site services (i.e. security, medical and cafeteria, & etc.)
- 2) NASA Center On-site Space – Square feet as specified and approved in each Delivery Order
- 3) ODIN Seats – Quantity as specified and approved in each Delivery Order.

Building	Number of Workstations/Desks Requested	Number of Other Workstation Equipment	Services/Other

ATTACHMENT J-9

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	CPSC 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 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 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